MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
February 3, 2022

PRAYER

Mr. Ronnie Martin

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Affordable Housing Program – Legacy Pointe Development (Community Development)
2. Asphalt Purchases Report (Water Resources)
3. Additional Engineering Services – WRRF Polymer System Upgrade (Water Resources)
4. High Service Pump Station and Membrane Feed Pump CCFs 2 & 3 (Water Resources)
5. Lawn Care Contract (Water Resources)
6. NPDES Permit Legal Assistance (Water Resources)
7. Purchase of Clarifier Gear Drive Assembly from Walker Process (Water Resources)

Minutes

8. City Council Minutes for January 12, 2022 Regular Meeting (Finance)

Old Business

Land Use Matters

9. Ordinance 21-OZ-47 Plan of Services, Annexation, and Zoning for property along Joe B Jackson Parkway (2nd and final reading) (Planning)
10. Ordinance 21-OZ-48 Plan of Services, Annexation, and Zoning for property along New Salem Highway (2nd and final reading) (Planning)
11. Ordinance 21-OZ-44 Amending the Westlawn PUD zoning along Veterans Parkway (2nd and final reading) (Planning).
12. Ordinance 21-OZ-45 Rezoning property along Bridge Avenue (2nd and final reading) (Planning)

New Business

Resolution

13. Resolution 22-R-04 United Telephone Company Cable TV Franchise Fees (Communications)

Land Use Matters

14. Plan of Services, Annexation, and Zoning for property located along Florence Road (Planning)
    a. Public Hearing: Plan of Services and Annexation
    b. Resolution 21-R-PS-41: Plan of Services
    c. Resolution 21-R-A-41: Annexation
    d. Public Hearing: Zone 19 acres
    e. First Reading: Ordinance 21-OZ-41
15. Plan of Services, Annexation, and Zoning for property along New Salem Highway (Planning)
    a. Public Hearing: Plan of Services and Annexation
    b. Resolution 21-R-PS-42: Plan of Services
    c. Resolution 21-R-A-42: Annexation
    d. Public Hearing: Zone 25 acres
    e. First Reading: Ordinance 21-OZ-42

On Motion

16. Barge Design Solutions Approach Management Work Authorization Amendment 2 (Airport)
17. Murfreesboro BluLynx Cost Proposal (Community Development)
18. Brinkley Road Phase 1 Project – Award of Construction Contract (Engineering)
19. Contract for Construction Administration for the Brinkley Road Improvement Project Phase 1 (Engineering)
20. Construction Testing for the Brinkley Road Improvement Project Phase 1 (Engineering)
21. Tyler Technology – Brazos eCitation Subscription Contract (Police)
22. Purchase of Data Backup Equipment from Insight Public Sector (Police)
23. Award of Mechanical/Electrical Services Contract (Water Resources)

Licensing

Board & Commission Appointments

24. Airport Commission (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Affordable Housing Program – Legacy Pointe Development

Department: Community Development

Presented by: Helen Glynn, Assistant Director of Community Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

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

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The purchasers of two new homes (2820 Opportunity Lane and 2827 Opportunity Lane) constructed in Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance under the City's Affordable Housing Assistance Program. All applicants meet the qualifications for assistance. The program will provide $10,000 each towards down payment from existing Community Development Block Grant (CDBG) funds.

Council Priorities Served

Maintain public safety

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

Fiscal Impact

The expenditure, $20,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

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

Invoice Date	Approval	Vendor	Type	Rate	Qty	Total	FY Total
7/20	DH	Vulcan	307-BM	$58.39	18.60	$1,086.05	$1,086.05
7/20	DH	Vulcan	307-BM	$58.39	18.38	$1,073.21	$2,159.26
7/20	DH	Vulcan	307-BM	$58.39	18.56	1,083.72	$3,242.98
7/20	DH	Vulcan	307-BM	$58.39	18.27	1,066.79	$4,309.77
7/26	DH	Hawkins	411- E	$66.50	18.70	1,243.55	$10,074.44
7/26	DH	Hawkins	307-BM	$59.00	13.60	802.40	$10,876.84
8/10	DH	Vulcan	411-E	$67.35	13.66	920.00	$11,796.84
8/10	DH	Vulcan	Cold Mix	$83.00	17.58	1,459.14	$13,255.98
8/17	DH	Vulcan	307-BM	$58.51	10.72	627.23	$13,883.21
9/7	DH	Vulcan	Cold Mix	$83.00	18.25	1,514.75	$15,397.96
10/15	DH	Hawkins	411-E	$66.50	16.48	1,095.92	$16,493.88
10/20	DH	Hawkins	307-BM	$62.75	16.69	1,047.30	$17,541.18
11/30	DH	Hawkins	307-BM	$60.00	22.34	1,340.40	$18,881.58
11/30	DH	Hawkins	307-BM	$60.00	19.28	1,156.80	$20,038.38
11/30	DH	Hawkins	307-BM	$60.00	17.25	1,035.00	$21,073.38
11/30	DH	Hawkins	307-BM	$60.00	20.26	1,215.60	$22,288.98
11/30	DH	Hawkins	307-BM	$60.00	19.00	1,140.00	$23,428.98
11/30	DH	Hawkins	411-E	$67.50	17.31	1,168.43	$24,597.41
11/30	DH	Hawkins	307-BM	$65.00	22.37	1,454.05	$26,051.46
11/30	DH	Hawkins	307-BM	$65.00	19.89	1,292.85	$27,344.31
11/30	DH	Hawkins	307-BM	$65.00	22.86	1,485.90	$28,830.21
11/30	DH	Hawkins	307-BM	$65.00	17.69	1,149.85	$29,980.06
11/30	DH	Hawkins	307-BM	$65.00	3.06	198.90	$30,178.96
12/13	DH	Hawkins	307-BM	$60.50	21.02	1,271.71	$31,450.67
12/13	DH	Hawkins	411-E	$68.25	14.47	987.58	$32,438.25
12/18	DH	Hawkins	411-E	$68.25	17.62	1,202.57	$33,640.82
12/18	DH	Hawkins	411-E	$68.25	3.54	241.61	$33,882.43
12/28	DH	Hawkins	307-BM	$60.50	18.00	1,089.00	$34,971.43
12/28	DH	Hawkins	307-BM	$60.50	13.77	833.09	$35,804.52
12/29	DH	Hawkins	307-BM	$60.50	15.84	958.32	$36,762.84

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Blue Water		Hawkins		Vulcan		Notes
	Binder	*Topping*	*Binder*	*Topping*	*Binder*	*Topping*	
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*	$60.00	$67.50	$57.81	$67.46	
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: 02/03/2022

Item Title: Additional Engineering Services – WRRF Polymer System Upgrade

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Additional services provided by Smith Seckman & Reid (SSR) in the design and bidding of the biosolids polymer system replacement and upgrade for the Murfreesboro Water Resource Recovery Facility (WRRF).

Staff Recommendation

Approve the additional services of SSR Task Order 1941016.0.

Background Information

MWRD introduced to the Board at the December 2019 meeting the need to replace two existing dry polymer feed systems originally built in 2001 and 2008 that have met the end of their useful life. The polymer feed system injects polymer into the Water Resource Recovery Facilities biosolids in order to optimize their dewatering in the Fournier rotary presses. The Board approved the original task order in February of 2020 and the Department accepted bids in January of 2022.

The original scope of services by SSR was to provide design documents that would have allowed John Bouchard and Sons to install the polymer system using the City's master services agreement, as well as utilize MR Systems master services agreement to integrate the new system's controls and field instrumentation into the WRRF's Supervisory Control and Data Acquisition System (SCADA).

The change in scope of SSR's services was at staff's request and can be summarized as follows:

1) Redesign of polymer system redundancy based on staff request and incorporation of HACH Real Time Control (RTC) Module into redesign.
2) Preparation of bid documents and advertisement for a public bid to contractors to construct the improvements. The John Bouchard and Sons (JB&S) master services agreement was expiring on its third year. MWRD staff saw the opportunity to use the polymer system replacement project as the basis to award a new electrical and mechanical services contract.

Council Priorities Served

Maintain public safety

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

Fiscal Impact

The requested increase is $37,500 from the original approved amount of $112,235 in February of 2020.

Attachments

1. SSR Memo Task Order No. 1941016.0 Additional Services Request 1
2. SSR Amendment to Engineering Task Order 19-41-016.0

MEMORANDUM

To: Darren Gore

From: Brent Fowler

Date: January 18, 2022

Re: Additional Services Request 1

Project Name: Biosolids Polymer System Replacement and Upgrade
Project Number: 1941016.0

Darren,

Per WWRF Staff request, this memorandum provides information regarding revisions and value engineering of the referenced project scope.

Background

Original Task Order
The Board previously approved SSR Task Order 1941016.0 for the engineering design, bidding support, and construction administration services for replacing the existing WRRF biosolids polymer system with a new upgraded system sized for future solids production with 100% redundancy.

Proposed Amendment 1
During previous project design review meetings with Staff, a decision was made to value engineer the equipment scope and revise the original project concept. One of the drivers for the original project concept was the difficultly staff has experienced in obtaining replacement parts for the existing polymer system. Due to those difficulties, staff desired the upgraded system to have 100-percent redundancy to ensure uninterrupted operation when replacement parts could not be readily obtained. According to Staff, changes in the polymer manufacturer ownership has since alleviated the replacement parts issues. Considering this, Staff decided to reduce the level of polymer equipment redundancy and to include other needed ancillary equipment upgrades in the project scope while staying within the original estimated total project cost. SSR modified the project scope to stay within budget as requested by Staff, and SSR prepared new documents and project cost estimates accordingly as scope items were added.

SSR Task Order 1941016.0 has provisions for equipment procurement contracts to be prepared and equipment purchases to be made directly by Murfreesboro with the manufacturers. Also, task order identified that the installation and integration of the purchased equipment and controls would be performed by John Bouchard and MR Systems via the City's master services agreement with each firm. Staff decided to publicly bid the polymer upgrades project and internally prepare the bidding and contract documents. SSR modified the drawings and technical specifications accordingly.

Recommendations

SSR recommends that MWRD proceed with the value engineered polymer upgrades project scope using MWRD prepared bidding and contract documents. SSR recommends that MWRD authorize the additional services amendment as outlined herein and per the attached Amendment 1 in the amount of $37,500. SSR further recommends that MWRD proceed with the construction project and accept the total bid received from John Bouchard in the amount of $1,285,723.30 which includes their construction costs and all guaranteed prices.

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Project Costs

The original Board-approved Task Order 1941016.0 cost is $112,235. The revised Task Order cost, including the proposed Amendment 1, is $149,735. The original estimated total project costs and the revised total project costs are tabulated below. The revised total cost is less than the originally estimated total cost.

Task Order 1941016.0 Project Costs WRRF Biosolids Polymer System Replacement and Upgrade		
Description	**Original Estimated Cost**	**Revised Cost**
Polymer System Equipment Costs	$630,000	$573,996
Fournier Control Panel and VFD Panel for Presses 5-8 Replacement	$150,000	$178,884.86
Hach TSS-sc Probes (4) and Hach RTC Expansion Module [1]	$0	$15,000
VFDs for Press 5-8 Sludge Pumps [2]	$0	(See Note 2)
Dewatered Biosolids Conveyors Control Panel	$0	$81,285
Ancillary Equipment and Installation Costs [3]	$400,000	---
Contractor Construction Costs	---	$367,322.44
MR Systems Integration	---	$44,235
Construction Contingency	$250,000	$25,000
Total Probable Construction Cost	**$1,430,000**	**$1,285,723.30**
Engineering and Construction Administration [4]	$112,235	$149,735
Resident Project Representative [5]	$50,000	$0
Reimbursable Expenses [6]	$3,500	$0
Total Estimated Project Cost	**$1,595,735**	**$1,435,458.30**

Notes:

1. Hach equipment and services, except for one probe, were purchased with WRRF O&M funds and not included in this project budget but included in VE design. The installation method of the single probe is yet to be determined and therefore, included in the Bid Proposal form as an allowance item.
2. Cost of VFDs is included in general contractor's bid price.
3. Original estimated costs included a combined cost for JBS installation and MR Systems integration services. Revised costs are "as bid" and separated costs.
4. Costs include design, bidding support, and construction administration services.
5. MWRD stated RPR services are not required.
6. No expenses are anticipated.

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If you need additional information, please contact me.

Attachments

1. Amendment No. 1 to SSR Task Order 1941016.0.

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AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Task Order 19-41-016.0
Amendment No. 1 .

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: March 9, 2020

   b. Owner: Murfreesboro Water Resources Department

   c. Engineer: Smith Seckman Reid, Inc.

   d. Project: Biosolids Polymer System Replacement and Upgrade

2. *Description of Modifications:*

   a. In addition to the scope described in Task Order 19-41-016.0, this modification includes:

   Understanding of Modifications
   The OWNER desires to value engineer the original project concept and make design changes to reduce the level of polymer equipment redundancy and add other needed upgrades to the project scope. These needed upgrades include replacement of the existing Rotary Press 5-8 Sludge Pump VFDs with new equipment and integration of new equipment, Hach instrumentation and controls and integration of the equipment, replacement of the dewatered sludge conveyor control panel and integration of the new panel, and replacement of the existing and damaged polymer solution piping with new piping.

   ENGINEER's Scope of Services
   ENGINEER's scope of service will include the following tasks:
   - Modifying drawings to include the modifications described above.
   - Modifying specifications to include the modifications described above.
   - Obtaining guaranteed price proposals from various equipment suppliers as modified above.
   - Modifying project cost estimates to include value engineered equipment scope and other staff identified necessary upgrades while staying within original project budget.

   Deliverables
   ENGINEER will deliver to the OWNER the following:
   - Deliverables as indicated in the original task order to include modifications listed above.

   Time of Completion
   No change in the time of completion is anticipated as a result of this amendment.

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Reimbursable Expenses

- Outside Plotting and Printing: Reimbursable at Cost
- Out of Town Travel: Reimbursable at Cost

Exclusions

- None

3. Agreement Summary (Reference only)
   a. Original Agreement amount: $112,235.00
   b. Net change for prior amendments: $0.00
   c. This amendment amount: $37,500.00
   d. Adjusted Agreement amount: $149,735.00

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

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

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: High Service Pump Station and Membrane Feed Pump CCFs 2 & 3

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Obtain approval for Change Item No. 2 for the High Service Control Panel and Change Item No. 3 for the No. 2 High Service Pump Soft Starter controls.

Staff Recommendation

Approve Change Item No. 2 and No. 3 to J. Cumby Construction Company, Inc.

Background Information

The bid was awarded to J. Cumby Construction Company, Inc. in August 2021. Due to the inability for the Contractor and Pall Corporation to come to terms on work required to program the new Eaton VFDs, the project was removed from the project and a credit of $19,900 was provided back to MWRD. The cost of the soft starter for High Service Pump No. 2 was taken out of the $80,000 contingency in the amount of $54,154 as an emergency purchase.

During this project, the new High Service Pump No. 4 was designed to have three vibration sensors installed on it to provide plant operators alarm notifications of excessive vibrations on the new pump if they were to occur. Discussions with the integrator, SSR and staff regarding possible future integration of vibration sensors for high service pumps No. 1-3 led to the decision to Change Item No. 2. This change item includes provisions in the new high service pump station control panel for future vibration sensors for the existing high service pumps in case MWRD ever elects to install vibration sensors on the existing pumps.

Change Item No. 3 is for additional inputs/outputs required for operation functionality of the bypass soft starters for the high service pumps and backwash pump VFDs. This was necessary to ensure that high service pump redundancy existed.

Both change items will be paid out of the $19,900 credit from the Contractor for the previously scoped Pall Membrane Feed Pump Control System update and not the contingency allowance. The remaining credit following the change items is $1,919. The contingency allowance remains at $25,846.

Council Priorities Served

Expand infrastructure

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

Responsible Budgeting

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

Fiscal Impact

There is no change to the contract price or contract time due to the requested changes.

Attachments

1. SSR CCF No. 2 and No. 3 Cover Letter
2. Change Control Log
3. CCF No. 2 Vibration Sensors
4. CCF No. 3 Soft Starter Controls

Smith Seckman Reid, Inc.

January 6, 2022

Mr. Alan Cranford
Manager, Water Treatment Plant
5528 Sam Jared Road
Murfreesboro, TN 37129

Transmitted Via Email

Re: **Murfreesboro Water Resources Department**
High Service Pump Station and Membrane Feed Improvements
CCF Nos. 2 & 3
SSR No. 1941021.0

Dear Mr. Cranford:

Attached is a copy of proposed Change Item Nos. 2 & 3 including a Summary Log of all proposed changes to date. The following summarizes the change items and provides recommendation for their approval.

Change Item No. 2 includes provisions in the new high service pump station control panel for future vibration sensors for the existing high service pumps in case MWRD ever elects to install vibration sensors on the existing pumps. Change Item No. 3 is for additional inputs/outputs required for operation functionality of the bypass soft starters for the high service pumps and backwash pump vfds.

Both change items will be paid out of the $19,900 credit from the Contractor for the previously scoped Pall Membrane Feed Pump Control System update and not the contingency allowance. The remaining credit following the change items is $1,919.00. The contingency allowance remains at $25,846.00. There will not be a change in the contract time as a result of these two change items.

SSR has reviewed the proposed changes and recommends they be approved. Note that the total contract price will not be adjusted. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

Luke Williams

Luke G. Williams, PE
LGW/lgw
Enclosures

cc: Joe Russell (w/encl) – MWRD
Andy Hawken (w/encl) - SSR

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CHANGE CONTROL LOG

Owner: Murfreesboro Water Resources Department
Project Name High Service Pump Station and Membrane Feed Improvements
Contract No. 1941021
Engineer: Smith Seckman Reid, Inc.
Contractor: J. Cumby Construction
Revised: 01/06/22

Rejected/Withdrawn
Under Review
Approved
Pending

Original Contract Amount: $ 2,013,000.00
Contingency Allowance Amount: $ 80,000.00
Adjusted Contingency Allowance Amount: $ 25,846.00

SSR CCF No.	Change Order No.	Change Type	Brief Description of Change Item	Status (Pending/Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
1		RFP	High Service Pump 2 Soft Starter	Approved	11/3/2021	11/4/2021	11/23/2021	$ 54,154.00	$ 54,154.00	$ 25,846.00	$ 2,013,000.00
2		RFP	Vibration Sensor Mods*		12/10/2021			$ 4,900.00	N/A		$ 2,013,000.00
3		RFP	Soft Starter Bypass Controls**		12/10/2021			$ 13,081.00	N/A		$ 2,013,000.00
Totals								**$ 72,135.00**		**$ 25,846.00**	**$ 2,030,981.00**

Notes:
1. CCR - Contractor change request.
2. CL - Claim.
3. FO - Field Order.
4. RFP - Request for proposal.
5. WCD - Work change directive.
6. CCF 2 is to be paid from credit from Contractor for Pall Membrane Feed Control Modificaitons which has been removed from Contractor's scope of work.
7. CCF 3 is to be paid from credit from Contractor for Pall Membrane Feed Control Modificaitons which has been removed from Contractor's scope of work.

Smith Seckman Reid, Inc.

CHANGE CONTROL FORM NO. 2

Date Issued:	January 4, 2022	**Project:**	High Service Pump Station and Membrane Feed Improvements
Project No.:	19-41-021.0	**Contractor:**	J. Cumby Construction

This Document is a: ☒ **Request for Proposal** ☐ **Field Order** ☐ **Work Change Directive** ☐ **Contractor Change Request**

Description of Change *(attach necessary supporting documentation)*:

The new High Service Pump No. 4 was designed to have three (3) vibration sensors installed on it to provide plant operators alarm notifications of excessive vibrations on the new pump if they were to occur. Provisions for the vibration sensor hardware was accounted for in the new high service pump station control panel which is also being provided as part of this project. At this time, no vibration sensors are currently planned to be installed on any of the existing three (3) high service pumps as part of this project. To allow MWRD the ability to easily add vibration sensors to any of the existing three (3) high service pumps in the future, it is proposed provisions be made now for the new High Service Pump Station Control Panel to allow for these sensors hardware while the control panel is still under construction and minimize future downtime of the station and additional modifications to the High Service Pump Station Control Panel. Contractor shall add necessary hardware and update control panel design to accommodate nine (9) analog inputs for future vibration sensors for the three existing high service pumps. The additional cost of $5,547.00 shall be applied to the credit from the Contractor for the previously scoped Pall Membrane Controls update.

Initiated By: ☐ Contractor ☐ Engineer ☒ Owner ☐ Resident Project Representative

Drawing(s) Reference: **N/A**	**Spec. Reference:** **N/A**
RFI Reference: **N/A**	**Date of RFI:** **N/A**

Attachments: Proposal from Contractor to Engineer dated December 10, 2021

REQUEST FOR PROPOSAL/CHANGE REQUEST

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

☒ No Change in Contract Amount is Required ☐ A Change in Contract Amount is Required:

☒ No Change in Contract Time is required ☐ A Change in Contract Time is Required:

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.

AUTHORIZING SIGNATURES

ENGINEER:	**CONTRACTOR:**	**OWNER:**	**RESIDENT PROJECT REPRESENTATIVE:**
Luke Williams	Jace Chaffin		**N/A**
Luke Williams	Jace Chaffin		**N/A**
(print name)	(print name)	(print name)	(print name)
Date: 01/04/2022	Date: 01/05/2022	Date:	Date: **N/A**

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12/10/2021

J. CUMBY CONSTRUCTION GROUP PROPOSAL/ESTIMATE
JCC PROJECT #18-111

CONTRACT TITLE: MRWD - Stones River WTP

DESCRIPTION: Future High Service Pump Vibration Sensors I/O. JCC Quotation Number: PCO 02

PRIME CONTRACTOR'S WORK				Revisions/Comments
1. DIRECT MATERIALS		$0		
2. SALES TAX ON MATERIALS -- 0.0%	0.00%	$0		
3. SUBTOTAL - PRIME MATERIALS			$0	
4. DIRECT LABOR		$398		
5. SUBTOTAL - PRIME LABOR			$398	
6. RENTAL EQUIPMENT		$0		
7. SALES TAX ON RENTAL EQUIPMENT -- 9.25%	9.25%	$0		
8. EQUIPMENT OWNERSHIP & OPERATING EXPENSE		$0		
9. SUBTOTAL - PRIME EQUIPMENT			$0	
10. SUBTOTAL (ADD LINES 3, 5 & 9)			$398	

Prime Remarks: NA

SUBCONTRACTOR'S WORK			Revisions/Comments
11. SUBTOTAL		$4,378	

Sub's Remarks: N/A

SUMMARY			Revisions/Comments
12. PRIME CONTRACTOR'S WORK (FROM LINE 10)		$ 398	
13 PRIME CONTRACTOR'S WORK (Field Costs - See Breakdown Page)		$ -	
14 SUBCONTRACTOR'S WORK (FROM LINE 11)		$ 4,378	
15 FEE ON CONTRACTOR'S WORK -- 15.0_% OF LINE 12	15.00%	$ 60	
17 FEE ON SUBCONTRACTOR WORK -- 15.0_% OF LINE 14	15.00%	$ 657	
18 (15% for Deleted Work)	15.00%	$ -	
19 SUBTOTAL (ADD LINES 12 - 18)		$ 5,492	
20 UNIT PRICE WORK		N/A	
21 BOND	1.00%	$ 55	
22 TOTAL COST (ADD LINES 19, 20, and 21)		**$ 5,547**	

NOTES:
Please review and respond by no later than 11-19-21.

PRIME CONTRACTOR'S NAME: **J. CUMBY CONSTRUCTION, INC**

THE SCOPE OF THIS PROPOSAL IS ONLY AS LISTED HEREIN. ANY ADDITIONAL WORK REQUIRED, SHALL BE SUBJECT TO ADDITIONAL PRICING.

SIGNATURE & TITLE OF PREPARER: _____ DATE: _____

Jace Chaffin, Project Manager

J. CUMBY CONSTRUCTION
BREAKDOWN OF DIRECT COSTS

JCC JOB NO. #21-113
MRWD - Stones River WTP

DATE: 12/10/21
JCC QUOTE # 2

ITEM	ITEMS OF WORK FOR	QTY	UNIT	MATERIAL		LABOR		R=1	EQUIPMENT		EQUIPMENT TOTALS			SUB-
No.	Prime Contractor			Unit Cost	Total Cost	Unit Cost	Total cost	O=0	Days	Rate	Total	Rented	Owned	CONTRACT
1	**Unit Price Work**													
2	**Subcontracts, Materials**													
	Subcontracts													
	MR Systems Scope:	1.0	ls	$4,378.00	$0.00									$4,378
	1. Add the necessary hardware and update the control panel design to accommodate													
	nine analog inputs for future vibration sensors for the three existing High Service													
	pumps.													
3	**Contractor - Labor/Crews & Equipment**													
	Labor													
	CRWHR (2ea Common Laborers)	0.0	CRWHR			$67.50	$0.00	0	0.0		$0.00	$0	$0	
	Office Personnel													
	Superintendent	1.0	HR			$101.25	$101.25	0	0.0		$0.00	$0	$0	
	PM	2.0	HR			$148.50	$297.00	0	0.0		$0.00	$0	$0	
4	**Field Costs**	0.0												
	PRIME CONTRACTOR - TOTALS				$0.00		$398.25				$0.00	$0.00	$0.00	$4,378.00

Customer: Murfreesboro Water & Sewer Department
Project: Future Vibration I/O Addition
MR Quote #: Q21-9467, Rev. 0

December 4, 2021

Bill of Materials and Labor

Qty	Tag/Loop	Description
JCC Comment: This change order proposal is in response to the attached RFI #1.		**Future Vibration Sensor Inputs Addition** MR Systems will add the necessary hardware and update the control panel design to accommodate nine analog inputs for future Vibration Sensors for the three existing High Service Pumps.
1		Bedrock Automation SIOU.10 Universal I/O module
		Project Labor
One Lot		**Project Engineering, Electrical Design, Mechanical Design, Drafting & Administrative Labor (including Travel & Living expenses)** as required to perform final system design and to prepare Submittals and Record Drawings as required by the Contract Documents.
N/A		**HMI Software Applications Development & Graphics Design Labor** (including Travel & Living expenses) as required by the Contract Documents.
N/A		**PLC Control Strategy Design & Programming Labor** (including Travel & Living expenses) to be performed as required by the Contract Documents.
N/A		**Field Service** (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as required by the Contract Documents.
N/A		**Electrical Installation or Terminations** (including Travel & Living expenses) to provide installation of conduit, wire, etc. as required by the Contract Documents.
1 Year		**Onsite Comprehensive Warranty** (including Travel & Living expenses)
One Lot		**Freight**

Subtotal of Labor and Materials: $4,378

State Sales Tax - NOT INCLUDED: $

Total Project Cost: $4,378

General Notes:

A *** Sales Representation ***
Jay Simile of MR Systems, Inc. is our local Regional Manager. Jay may be reached at 678-325-2809 (Office) or 770-653-1881 (Cell).

B *** Technical Questions ***
For technical or scope of supply questions contact Mike Nixon, of MR Systems, Inc. Mike may be reached at 678-325-2869 (Office) or 615-613-4902 (Cell).

C *** Installation of Conduit and Wire ***
This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.

Customer: Murfreesboro Water & Sewer Department
Project: Future Vibration I/O Addition
MR Quote #: Q21-9467, Rev. 0

December 4, 2021

Bill of Materials and Labor

Qty	Tag/Loop	Description
	D	*** Equipment Installation *** This quotation **DOES NOT INCLUDE** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
	E	*** Wiring Terminations *** This quotation DOES NOT INCLUDE field or panel terminations of signal or power wires
	F	*** Fiber Optics Cable *** This quotation **DOES NOT INCLUDE** the supply or physical installation of Fiber Optic Cable.
	G	*** Fiber Optic Cable Termination *** This quotation **DOES NOT INCLUDE** termination or testing of fiber optics cable.
	H	*** Coaxial Cable Installation *** This quotation **DOES NOT INCLUDE** the physical installation of coaxial cable or other related components.
	I	*** Installation of Communications Towers or Poles *** This quotation **DOES NOT INCLUDE** the supply or physical installation of Communication Towers or Poles.
	J	*** Contractor License Information *** MR Systems' Tennessee Electrical Contractors License Number is 00057223 (Unlimited).
	K	*** This Line Is Intentionally Left Blank ***
	L	*** Terms and Conditions *** MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. https://www.mrsystems.com/sellersterms/
	M.	*** Performance & Payment Bonds *** If you desire MR Systems to provide Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

Rev. 0 First Issue - 2021-12-04 - MGN

REQUEST FOR INFORMATION

		RFI NO:	**001**
TO: Luke Williams, P.E.	**DATE:** 9/10/2021	**JCC JOB NO:**	21-113
Smith Seckman Reid, Inc.	**COST IMPACT:** $0	**SSR JOB NO:**	19410210
2995 Sidco Drive	**TIME IMPACT:** 0 DAYS	**CITY JOB NO:**	W-16-013-201
Nashville, TN 37204	**RE:** Murfreesboro, TN High Service P.S. & Membrane Pumps		
	ATT: Mr. Luke Williams, P.E.		

QUESTION:

Please see the attached questions from our Controls and Instruments subcontractor, MR Systems.

Please review and respond by no later than 9-16-21 EOB.

Thanks

Signed: Jace Chaffin
Jace Chaffin

RESPONSE:

Signed: _____

COPY TO:

File

JCC Phone: (931) 526-5158
JCC Fax: (931) 526-5171

September 9, 2021

Request for Information 001

Project Name: HSPS and Membrane Feed Improvs
Customer Reference: RFI 001
MR Project #: 221508
Subject: Initial Instrumentation & Controls questions from MR Systems
Date: 09/09/2021

Issued By:	**Issued To:**
MR Systems, Inc. 1185 Beaver Ruin Road, Suite A Norcross, GA 30093 Mike Nixon, (678) 325-2869	Attn: Jace Chaffin J. Cumby Construction 165 W Broad Street Cookeville, TN 38501

Questions:

1. There will be three new vibration sensors for the fourth high service pump. There are currently no vibration sensors in scope for the other three high service pumps … is this correct? Murfreesboro mentioned to us that we should plan to have analog inputs designated for vibration sensors for the other three HS pumps for the near future. This would be a total of nine analog inputs (three per pump).
2. Specification section 11930 2.03.D.5 (page 11930-13) mentions control logic for the vibration sensors. I did not see any details on that control logic in this section. Is this logic detailed in another section?
3. As discussed previously, the HS and BW pumps will be monitored and controlled via Ethernet only. Will this include the local/remote switch, or will that remain a hardwired input into the HS PLC panel?
4. Per specification section 16900 1.02.F.2, we will "reuse existing wiring for Hydraulic Valve Open and Close Status for new Swing Check Valve Open and Close Status." I apologize for asking an obvious question, but just to be sure, we will need the open status input for each check valve in addition to the close status input?
5. Will we need VFD Ready Status inputs from the VFD's as is used now? Specification section 11930 2.05.D.1.i (page 11930-17) does not mention this signal.
6. Specification section 11930 2.05.D.1.d.2 (page 11930-16) says the "controller shall designate pumps as Lead, Lag, and High Flow." Will the addition of the fourth HS service pump mean that the controller shall designated pumps as Lead, Lag1, Lag2, and High Flow? In other words, if Lead and Lag1 running together cannot maintain proper clearwell level, then Lag2 pumps will start, and if Lead/Lag1/Lag2 running cannot maintain proper level, then High

Flow pump will start?

7. Section 11930 2.05.D.1.i (page 11930-17) calls our Pump VFD Fault and Pump Fail signals. Are both needed or just Pump VFD Fault? If Pump Fail is needed, what does this failure indicate?

Suggestions:

Options and Suggested Solution.

Answer:

1. Yes this is correct.
2. The vibration signals are monitoring only.
3. L/R to be sent over Ethernet (confirming with Eaton)
4. Yes both Open and Close. Open should be set at approx 20% (to be finalized with owner)
5. VFD Ready Status should be used as currently set up.
6. Lead/Lag/High Flow
7. Pump Fail is an indication of a failure of the pump to start or receive running status within an allotted time period.

Answer By:	
Name:	Company:
Signed:	Date:

Smith Seckman Reid, Inc.

CHANGE CONTROL FORM NO. 3

Date Issued:	January 6, 2022	**Project:**	High Service Pump Station and Membrane Feed Improvements
Project No.:	19-41-021.0	**Contractor:**	J. Cumby Construction

This Document is a: ☒ **Request for Proposal** ☐ **Field Order** ☐ **Work Change Directive** ☐ **Contractor Change Request**

Description of Change *(attach necessary supporting documentation)*:

The new variable frequency drives for the high service pumps and backwash pump were designed to be equipped with soft starter bypasses. If a pumps variable frequency drive were to fail at any point, the pumps dedicated soft starter bypass enables the pump to energize keeping the high service pump station online. This provides the Owner with additional operational redundancy and flexibility. To provide plant operations with optimal monitoring and control of the soft starters, additional inputs and outputs are required for the soft starter functionality and are proposed to be added to the High Service Pump Station Control Panel. The additional inputs to be included for each VFD/Soft Starter include bypass status, soft starter auto status, soft starter run status, and soft starter fault status. The output to be included on each VFD/Soft Starter is bypass run command.

Contractor shall add necessary hardware, update control panel design, update programming/control narrative, and provide onsite checkouts to accommodate additional I/O for the soft start bypass controls now needed for the High Service and Backwash pumps. The additional cost of $13,081.00 shall be applied to the credit from the Contractor for the previously scoped Pall Membrane Controls update (now removed) and the overall contingency allowance will not be modified.

Initiated By: ☐ Contractor ☐ Engineer ☒ Owner ☐ Resident Project Representative

Drawing(s) Reference: N/A	**Spec. Reference:** N/A
RFI Reference: N/A	**Date of RFI:** N/A

Attachments: Proposal from Contractor to Engineer dated December 10, 2021

REQUEST FOR PROPOSAL/CHANGE REQUEST

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

☒ No Change in Contract Amount is Required ☐ A Change in Contract Amount is Required:

☒ No Change in Contract Time is required ☐ A Change in Contract Time is Required:

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.

AUTHORIZING SIGNATURES

ENGINEER:	**CONTRACTOR:**	**OWNER:**	**RESIDENT PROJECT REPRESENTATIVE:**
Luke Williams	Jace Chaffin		N/A
Luke Williams	Jace Chaffin		N/A
(print name)	(print name)	(print name)	(print name)
Date: 01/06/22	Date: 01/06/22	Date:	Date: N/A

2995 Sidco Dr., Nashville, TN 37204
Tel: 615.383.1113 · Fax: 615.386.8469 · www.ssr-inc.com

12/10/2021

J. CUMBY CONSTRUCTION GROUP PROPOSAL/ESTIMATE
JCC PROJECT #18-111

CONTRACT TITLE: MRWD - Stones River WTP

DESCRIPTION: Additional I/O for the High Service and Backwash Pumps soft start bypass controls. JCC Quotation Number: PCO 03

PRIME CONTRACTOR'S WORK				Revisions/Comments
1. DIRECT MATERIALS		$0		
2. SALES TAX ON MATERIALS -- 0.0%	0.00%	$0		
3. SUBTOTAL - PRIME MATERIALS			$0	
4. DIRECT LABOR		$398		
5. SUBTOTAL - PRIME LABOR			$398	
6. RENTAL EQUIPMENT		$0		
7. SALES TAX ON RENTAL EQUIPMENT -- 9.25%	9.25%	$0		
8. EQUIPMENT OWNERSHIP & OPERATING EXPENSE		$0		
9. SUBTOTAL - PRIME EQUIPMENT			$0	
10. SUBTOTAL (ADD LINES 3, 5 & 9)			$398	

Prime Remarks: NA

SUBCONTRACTOR'S WORK				Revisions/Comments
11. SUBTOTAL			$10,864	

Sub's Remarks: N/A

SUMMARY				Revisions/Comments
12. PRIME CONTRACTOR'S WORK (FROM LINE 10)			$ 398	
13 PRIME CONTRACTOR'S WORK (Field Costs - See Breakdown Page)			$ -	
14 SUBCONTRACTOR'S WORK (FROM LINE 11)			$ 10,864	
15 FEE ON CONTRACTOR'S WORK -- 15.0_% OF LINE 12	15.00%	$ 60		
17 FEE ON SUBCONTRACTOR WORK -- 15.0_% OF LINE 14	15.00%	$ 1,630		
18 (15% for Deleted Work)	15.00%	$ -		
19 SUBTOTAL (ADD LINES 12 - 18)			$ 12,951	
20 UNIT PRICE WORK			N/A	
21 BOND	1.00%		$ 130	
22 TOTAL COST (ADD LINES 19, 20, and 21)			**$ 13,081**	

NOTES:
Please review and respond by no later than 12-28-21

PRIME CONTRACTOR'S NAME: **J. CUMBY CONSTRUCTION, INC**

THE SCOPE OF THIS PROPOSAL IS ONLY AS LISTED HEREIN. ANY ADDITIONAL WORK REQUIRED, SHALL BE SUBJECT TO ADDITIONAL PRICING.

SIGNATURE & TITLE OF PREPARER: Jace Chaffin DATE: 12-10-21

Jace Chaffin, Project Manager

J. CUMBY CONSTRUCTION
BREAKDOWN OF DIRECT COSTS

JCC JOB NO. #21-113
MRWD - Stones River WTP

DATE: 12/10/21
JCC QUOTE # 3

ITEM	ITEMS OF WORK FOR	QTY	UNIT	MATERIAL		LABOR		R=1	EQUIPMENT		EQUIPMENT TOTALS			SUB-
No.	Prime Contractor			Unit Cost	Total Cost	Unit Cost	Total cost	O=0	Days	Rate	Total	Rented	Owned	CONTRACT
1	**Unit Price Work**													
2	**Subcontracts, Materials**													
	Subcontracts													
	MR Systems Scope:	1.0	ls	$10,864.00	$0.00									$10,864
	1. Add the necessary hardware and update the control panel design, update													
	programming/control narrative, and provide onsite checkouts to accommodate													
	additional I/O for the soft start bypass controls now needed for the High Service and													
	Backwash pumps.													
3	**Contractor - Labor/Crews & Equipment**													
	Labor													
	CRWHR (2ea Common Laborers)	0.0	CRWHR			$67.50	$0.00	0	0.0		$0.00	$0	$0	
	Office Personnel													
	Superintendent	1.0	HR			$101.25	$101.25	0	0.0		$0.00	$0	$0	
	PM	2.0	HR			$148.50	$297.00	0	0.0		$0.00	$0	$0	
4	**Field Costs**	0.0												
	PRIME CONTRACTOR - TOTALS				$0.00		$398.25				$0.00	$0.00	$0.00	$10,864.00

Customer: Murfreesboro Water & Sewer Department
Project: Soft Starter I/O Additions
MR Quote #: Q21-9468, Rev. 0

December 4, 2021

Bill of Materials and Labor

JCC Comment/s:
This Change Order Proposal is in response to submittal #12's engineer review comments/requests. Those comments/ requests are listed below:

1. Provide Discrete Inputs for the following signals and necessary spares:

a. HSP 1 Bypass Status, HSP 1 Soft Starter Auto Status, HSP 1 Soft Starter Run Status, HSP 1 Soft Starter Fault Status.

b. HSP 2 Bypass Status, HSP 2 Soft Starter Auto Status, HSP 2 Soft Starter Run Status, HSP 2 Soft Starter Fault Status

c. HSP 3 Bypass Status, HSP 3 Soft Starter Auto Status, HSP 3 Soft Starter Run Status, HSP 3 Soft Starter Fault Status

d. HSP 4 Bypass Status, HSP 4 Soft Starter Auto Status, HSP 1 Soft Starter Run Status, HSP 4 Soft Starter Fault Status

e. Backwash Bypass Status, Backwash Soft Starter Auto Status, Backwash Soft Starter Run Status, Backwash Soft Starter Fault Status

2. Provide Discrete Outputs for the following signals and necessary spares:

a. HSP 1 Bypass Run Command

b. HSP 2 Bypass Run Command

c. HSP 3 Bypass Run Command

d. HSP 4 Bypass Run Command

e. Backwash Bypass Run Command

Qty	Tag/Loop	Description
		Softstarter I/O Additions
		MR Systems will add the necessary hardware, update the control panel design, update programming/control narrative, and provide onsite checkouts to accommodate addtional I/O for the soft start bypass controls now needed for the High Service and Backwash pumps.
2		Bedrock Automation SIOU.10 Universal I/O module
		Project Labor
One Lot		**Project Engineering, Electrical Design, Mechanical Design, Drafting & Administrative Labor (including Travel & Living expenses)** as required to perform final system design and to prepare Submittals and Record Drawings as required by the Contract Documents.
N/A		**HMI Software Applications Development & Graphics Design Labor** (including Travel & Living expenses) as required by the Contract Documents.
One Lot		**PLC Control Strategy Design & Programming Labor** (including Travel & Living expenses) to be performed as required by the Contract Documents.
One Lot		**Field Service** (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as required by the Contract Documents.
N/A		**Electrical Installation or Terminations** (including Travel & Living expenses) to provide installation of conduit, wire, etc. as required by the Contract Documents.
1 Year		**Onsite Comprehensive Warranty** (including Travel & Living expenses)
One Lot		**Freight**

Subtotal of Labor and Materials: $10,864

State Sales Tax - NOT INCLUDED: $

Total Project Cost: $10,864

General Notes:

A *** Sales Representation ***
Jay Simile of MR Systems, Inc. is our local Regional Manager. Jay may be reached at 678-325-2809 (Office) or 770-653-1881 (Cell).

B *** Technical Questions ***
For technical or scope of supply questions contact Mike Nixon, of MR Systems, Inc. Mike may be reached at 678-325-2869 (Office) or 615-613-4902 (Cell).

C *** Installation of Conduit and Wire ***

Customer: Murfreesboro Water & Sewer Department
Project: Soft Starter I/O Additions
MR Quote #: Q21-9468, Rev. 0

December 4, 2021

Bill of Materials and Labor

Qty	Tag/Loop	Description
		This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.
	D	*** Equipment Installation *** This quotation **DOES NOT INCLUDE** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
	E	*** Wiring Terminations *** This quotation DOES NOT INCLUDE field or panel terminations of signal or power wires
	F	*** Fiber Optics Cable *** This quotation **DOES NOT INCLUDE** the supply or physical installation of Fiber Optic Cable.
	G	*** Fiber Optic Cable Termination *** This quotation **DOES NOT INCLUDE** termination or testing of fiber optics cable.
	H	*** Coaxial Cable Installation *** This quotation **DOES NOT INCLUDE** the physical installation of coaxial cable or other related components.
	I	*** Installation of Communications Towers or Poles *** This quotation **DOES NOT INCLUDE** the supply or physical installation of Communication Towers or Poles.
	J	*** Contractor License Information *** MR Systems' Tennessee Electrical Contractors License Number is 00057223 (Unlimited).
	K	*** This Line Is Intentionally Left Blank ***
	L	*** Terms and Conditions *** MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. https://www.mrsystems.com/sellersterms/
	M.	*** Performance & Payment Bonds *** If you desire MR Systems to provide Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

Rev. 0	First Issue - 2021-12-04 - MGN

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: MWRD Lawn Care Contract

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract for lawn care.

Staff Recommendation

Approve the lawn care contract from Barton Lawn Care.

Background Information

Barton Lawn Care is our current contractor and has demonstrated their ability to perform the necessary lawn care tasks and the Department is very pleased with their performance and dependability. The areas include O&M, WRRF, Dilton Mankin Step System, numerous pump stations, water tanks, and the cemeteries located at the Coleman Farm, etc. There are 55 sites and approximately 45 acres. Barton Lawn Care's bid per cutting totaled $2,025.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The estimated annual expense is $60,750 and is funded from MWRD operating budget.

Attachments

Barton Lawn Care Contract

DocuSign Envelope ID: 79240233-3D35-4363-B1FA-1B26FCD8BD3F

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
BARTON LAWN CARE

This contract is entered into on this _____, 2022, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Barton's Lawn Care, a Sole Proprietor** of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid ITB-24-2022, issued January 4, 2022***
- ***Bid Specifications issued January 4, 2022***
- ***Contractor's Bid Response dated January 17, 2022***
- ***This Contract and Exhibit A as attached herein***

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase lawn care services as set forth in ITB-24-2022 and the attached Bid Form as well as Contractor's Bid Response.

2. **Term.** This contract shall be effective 03/01/2022 – 02/28/2023. This term shall automatically renew for three successive one-year periods, unless terminated by the parties in accordance with the termination provisions below. However, in no event shall the total term of this contract extend beyond four years without the express written agreement of the parties pursuant to a modification of this contract.

3. **Payment and Delivery.**

   3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.

   3.2. Work shall be made as stated in the ITB and bid specifications. Work performed resulting from this ITB is to be made during working hours of 7:00 a.m. until 3:00 p.m. unless other arrangements are agreed upon by Operations Manager Donald Hughes, 615-642-3303, dhughes@murfreesborotn.gov. Should the Contractor fail to perform work per the ITB or specifications, the City reserves the right to cancel the contract.

   3.3. Work 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.

   3.4. All work 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.

4. **Price.** The price for goods and services shall be invoiced at the prices and charges fixed by the Contractor as per the bid form, which reflects a price of $2,025.00 per cut for 30 cuts for a total $60,750.00, and per Exhibit A, which specifies the price per cut per location.

DocuSign Envelope ID: 79240233-3D35-4363-B1FA-1B26FCD8BD3F

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

6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.

8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor.

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.

12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

    16.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or

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agents, including its sub or independent Contractors, in connection with the performance of the contract, and,

16.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

16.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

16.4. 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.

17. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

18. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139, MURFREESBORO, TENNESSEE 37133-1139.

19. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

21. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

22. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

23. **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.

24. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

24.1. Notices to City shall be sent to:

Department: City of Murfreesboro
Attention: City Manager
Address: 111 West Vine St.
Murfreesboro, TN 37130

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24.2. Notices to Contractor shall be sent to:

***Contractor*:** Barton Lawn Care
Attention: Gary Barton
Address: P.O. Box 11756 Murfreesboro, TN 37129
E-mail address: blc8394@gmail.com

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

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

BARTON LAWN CARE

DocuSigned by:
By: Gary Barton
5D2FEC28F4F6B5...
Gary Barton, Owner

Approved as to form:

DocuSigned by:
Adam F. Tucker
A4b0365FF9401...
Adam F. Tucker, City Attorney

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EXHIBIT A

AREAS TO BE MAINTAINED

Pump Stations (41)	Acres	Price per Cut
1959 Ransom Dr (Lakeview)	0.02	$0.00
3173 N Thompson Lane	0.11	$20.00
931 DeJarnette Lane (Oakland)	0.07	$20.00
589 DeJarnette Lane (Jennings)	0.77	$20.00
3501 Old Nashville Hwy	0.01	$0.00
2426 East Main St. (Holly Park)	0.01	$0.00
507C River Rock Blvd. (River Chase)	0.01	$0.00
1955 Kensington Dr.	0.12	$20.00
1084 Compton Rd “A”	0.10	$20.00
820 Compton Rd “B”	0.15	$20.00
542 Compton Rd “C”	0.08	$20.00
3427 Memorial Blvd. (VA Hospital)	0.08	$0.00
1921 Pacific Place (Olympic Springs)	0.09	$20.00
1736 Mercury Blvd.	0.01	$20.00
2633 English Hill Dr.	0.10	$20.00
756 N Thompson Lane	0.11	$0.00
3402 Belle Chase Dr. (Hawks Ridge)	0.16	$20.00
3507 Oakleigh Cove	0.16	$20.00
4656 NW Broad (Overall Creek)	0.74	$40.00
3196 Holsted Dr.	0.05	$20.00
1000 E County Farm Rd.	0.01	$20.00
816 Ronald Dr (Liberty Station)	0.18	$20.00
5730 McArthur Ave (Liberty Station)	0.10	$20.00
3030 Waywood Dr.	0.06	$20.00
808 Indian Park Dr.	0.02	$20.00
531 Cherry Lane	0.01	$0.00
2228 Tortuga Ct (Fox Creek)	0.09	$20.00
5232 NW Broad St.	0.15	$20.00
2234 NW Broad St.	0.77	$20.00
2495 Wilkinson Pk (The Avenue)	0.22	$40.00
2609 Candlewick Ct.	0.03	$20.00
2998 Siegel Rd	0.03	$20.00
2360 Barfield Rd.	0.03	$0.00
4301 Manchester Pike	0.07	$20.00
1190 West Main	1.2	$60.00
3699 Caroline Farms	0.15	$30.00
1031 Black Oak Dr.	0.147	$30.00
5353 Bridgemore Blvd.	0.18	$30.00
5208 Pointer Place	0.043	$30.00
1927 Cicero Dr. (Blackman Point)	0.01	$0.00
4090 Richard Reeves Dr. (Parkway Place)	0.56	$0.00
Total Acres	**7.01**	

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Water Tanks (6)	Comments	Acres	Price per Cut
Halls Hill Tank *2015 Dora Rucker Rd.*	Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences	1.89	$50.00
Jones Blvd. Tank *1130 Jones Blvd.*	Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences	1.55	$40.00
Mill St *Tank* *405 Mill St.*	Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences	0.66	$40.00
Stoney Meadow Tank *2003 Stoney Meadow Dr*	Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences	0.79	$50.00
Tiger Hill Tank *760 County Farm Rd.*	Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences	1.87	$40.00
Southwest Repurified Tank *1205 Walter Hale Dr.*	Mow tree line to tree line down access road, area within fence, and 10 feet outside fenced areas. *Photo of property is included*	1.2	$60.00
Total Acres		**7.96**	

Plant Facilities (3)	Comments	Acres	Price per Cut
Operations & Maintenance *1725 S. Church St.*	Mow all areas inside and outside fence including inside the radio tower fence located by the back of the property. Trim around sidewalks and paved areas. Sweep sidewalks.	4.22	$100.00
Water Quality Control Center *2032 Blanton Dr.*	Mow all open areas inside the fence. Trim around sidewalks, valve boxes, ditches, and sweep sidewalks. Cut outside perimeter of fence as directed and along Blanton Drive to the gate on the east side of the bridge. Also cut access roads under the bridge to the river. The contractor shall cut around all open tanks so as to blow all clippings away from the tanks. Before any chemical killer of any kind can be used contact plant manager.	20.42	$700.00
Dilton Mankin Step System *3650 Dilton Mankin Rd.*	Mow grass plus spray weeds around all fences and the weed eat and spray gravel area inside chain link fence. *Photo of property included.*	1.0	$50.00
Total Acres		**25.64**	

Cemeteries (2)	Comments	Acres	Price per Cut
Coleman Farm *1024 Central Valley Rd.*		0.02	$25.00
Coleman Farm *1428 Central Valley Rd.*		0.03	$25.00

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Total Acres		**0.05**

Other Sites (3)	Comments	Acres	Price per Cut
Walter Hill Dam *5430 Lebanon Pike*		0.04	$0.00
Raw Water Intake *4837 Central Valley Rd*.		3.42	$80.00
Oxygen Injection Station *3877 Old Nashville Hwy*		0.23	$25.00
Total Acres		**3.69**	

Summary:

There are a total of 55 sites and approximately 45 acres.

- ✓ 43 sites are less than one acre.
- ✓ 7 sites are larger than 1 acre.
- ✓ 1 site are larger than 20 acres.

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: NPDES Permit Legal Assistance

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Engage the services of King and Spalding (K&S) to assist, advise and serve as counsel in connection with the City of Murfreesboro's request to expand our National Pollutant Discharge Elimination System (NPDES) permit.

Staff Recommendation

Approve the proposal for services of King & Spalding.

Background Information

The Murfreesboro Water Resources Department has been working with K&S since May of 2016, primarily in connection to water supply and the City's agreement in J. Percy Priest with the U.S. Army Corps of Engineers. K&S has been extremely successful in securing Murfreesboro and Consolidated Utility District of Rutherford County increased storage in the lake without spending millions of dollars as the Corps first proposed.

The City's negotiations with the Tennessee Department of Environment and Conservation have been somewhat successful. MWRD recently was provided a letter from Mr. Greg Young dated January 14, 2022 that offers hope that a mutually beneficial path forward exists (attached). As I responded to Mr. Young, I believe that King and Spalding are problem-solvers and resources that may help chart that path or bring in new ideas that TDEC nor Murfreesboro have recognized to date.

Council Priorities Served

Expand infrastructure

The infrastructure at the Water Resource Recovery Facility enables the production of excellent quality water that enhances the West Fork Stones River for safe public use. An expansion of the plant allows the City additional new sewer connections which benefits the economic development of Murfreesboro.

Fiscal Impact

The sporadic nature of dealing with a regulatory agency such as TDEC on such a large permitting issue disallows putting a fixed fee to King and Spalding's services. For budget purposes, Water Resources will set a budget amount for FY23 in the amount of $75,000.

Attachments

1. TDEC Letter from Mr. Greg Young dated January 14, 2022

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE, TENNESSEE 37243-0435

DAVID W. SALYERS, P.E.
COMMISSIONER

BILL LEE
GOVERNOR

January 14, 2022

Via Email (.pdf) & U.S. Mail

Mr. Darren Gore
300 NW Broad St.
Murfreesboro, TN 37130

Re: West Fork Stones River (TN051300203028_2000)

Dear Mr. Gore:

Thank you for the December 14th email and your thoughts. As you suggested, we met internally in late December to discuss your comments and how we can move forward in a mutually agreeable fashion to address the listing of certain parameters of the West Fork Stones River (TN051300203028_2000) (WSFR_2000) as impaired. TDEC initially proposed listing the parameters of nutrients, sediment/siltation and dissolved oxygen as impaired for WFSR_2000 in our latest draft 303(d) list. After discussing your comments and concerns internally, TDEC proposes the below path forward.

First, TDEC proposes to delist the parameters of nutrients and sediment/siltation in WFSR_2000 based on the results of the results of multiple years of biological monitoring that meet regional guidelines. In so doing, TDEC acknowledges the favorable biological monitoring results and the significant monitoring efforts of the City of Murfreesboro over multiple years. We believe that robust body of data supports delisting for the parameters of nutrients and sediment/siltation. The overall results of the biological monitoring shows that there is not evidence of biological harm in the WFSR_2000. We believe our decision to delist for nutrients and sediment/siltation will be consistent with the process specified in our assessment methodology for assessing nutrient impairment.

However, the monitoring data for the WSFR_2000 assessment unit continues show impairment for the parameter of dissolved oxygen based on multiple years of data showing dissolved oxygen criteria violations. Every year from 2014-2021, the data from USGS gage at Blanton Rd document multiple and continual dissolved oxygen criteria violations. This assessment includes criteria violations from TDEC data taken in 2019 downstream of the Murfreesboro WWTP outfall. Accordingly, TDEC will not be able to delist the parameter of dissolved oxygen as an impairment for WFSR_2000. As you are aware, dissolved oxygen is

expressed as a numeric criterion, and the bottom line is that the WFSR_2000 is not currently meeting that numeric criteria. The upstream West Fork Stones River (TN05130203018_3000) assessment unit will also be considered impaired for dissolved oxygen criteria violations from the same USGS data. The gage location is the delineation between the _2000 and _3000 assessment units.

Second, to help better understand and address the dissolved oxygen impairment, TDEC will be developing a monitoring plan for the Stones River (05130203) watershed in the coming months. This plan will be implemented beginning in July 2022. TDEC will add more monitoring sites to the West Fork Stones River moving upstream of Blanton Drive to better assess water quality impacts that may be contributing to the summer dissolved oxygen violations. TDEC proposes to expand monitoring efforts across the watershed to better assess individual stream water quality and to better quantify water quality flowing into Percy Priest Reservoir. This monitoring will include both biological and chemical data. TDEC owns a handful of continuous monitoring devices that measure dissolved oxygen, temperature, pH, and conductivity. We will work to have this equipment ready to deploy during the summer critical low flow period to gather continuous data in as many locations as we can coordinate (West Fork, East Fork, Stewarts, Fall). These data can help inform typical dissolved oxygen values across the watershed to compare with West Fork Stones USGS gage data. This will likely not be enough data to inform a potential ecoregion or site-specific criteria change, but it will serve as a start to that process.

This monitoring plan (biological, chemical, and continuous monitoring) will also contribute data for the Percy Priest stakeholder group to consider. While this group has only met once, TDEC plans to meet more frequently in 2022 and start to outline tasks to better evaluate the water quality in the reservoir and to consider potential nutrient (or secondary indicator) targets. We hope that the City of Murfreesboro will participate as a stakeholder partner as we move this effort forward.

Third, TDEC proposes to coordinate a meeting between the City of Murfreesboro and EPA Region 4 to discuss changing the dissolved oxygen criteria and whether the parameter of dissolved oxygen should remain listed as impaired for the West Fork Stones River. We understand and appreciate the City's desire to reach a more definitive decision regarding the dissolved oxygen criteria that will necessarily involve EPA. We believe that our efforts to expand monitoring and engage with a broader stakeholder group outlined above will be the best opportunity to achieve a favorable decision from EPA. Nevertheless, we understand the City's desire to push harder and sooner for input from EPA. Currently, EPA staff are working remote and not available for in person meetings, so we intend to coordinate a virtual meeting.

TDEC looks forward to further developing our partnership to achieve improved water quality in the West Fork Stones River and the Stones River watershed. We appreciate the continued work and water quality improvement efforts employed by the City of Murfreesboro.

Sincerely,

Gregory T. Young, Deputy Commissioner
Bureau of Environment

cc: Jennifer Dodd, Director, TDEC Division of Water Resources
Richard Cochran, TDEC Division of Water Resources

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: WRRF UV Clarifier Gear Drive Assembly – Sole Source Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Sole Source purchase of Clarifier Gear Drive Assembly from Walker Process.

Staff Recommendation

Approve the sole source purchase of Clarifier Gear Drive Assembly from Walker Process.

Background Information

The WRRF has six 2-million-gallon clarifiers that separate water and solids via gravity. The water flows out of the top for further treatment and from the bottom, the sludge is pumped upstream for repeated treatment. Maintenance staff, with the advice of the manufacturer, has determined that one of the Clarifier Gear Drive Assembly needs to be replaced.

New Original Equipment Manufacturer (OEM) parts are only available from a single source. The manufacturer's distributor for this area is Walker Process.

Council Priorities Served

Maintain public safety

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

Fiscal Impact

The replacement of one Clarifier Gear Drive Assembly is requested to be funded from the Department's working capital reserves in the amount of $28,760.

Attachments

Contract with Walker Process

AGREEMENT BETWEEN
CITY OF MURFREESBORO
AND
WALKER PROCESS EQUIPMENT,
A DIVISION OF MCNISH CORPORATION
FOR PURCHASE OF
GEAR DRIVE ASSEMBLY

This Agreement is entered into and effective as of the ___ day of January, 2022 (the "Effective Date"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Walker Process Equipment, a division of McNish Corporation.,** a corporation of the State of Ohio and Sole Source Provider of equipment being purchased ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Sales Contract # Q50580, Quote #23830-1, dated January 18, 2022, for 1: Walker N16 Intermediate Worm Gear Drive Assembly ("Contractor's Proposal");
- Any properly executed amendments to this Agreement.
- Exhibit A – Walker Process Equipment Sole Source Letter

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, Contractor's Proposal.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase one (1) Walker N16 Intermediate Worm Gear Drive Assembly as set forth in Contractor's Proposal.

2. **Term.** The term of this Contract shall begin on the Effective Date and continue for a period of six months. 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 this procurement 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 Agreement is set forth in the Contractor's Proposal, which reflects a **total purchase price of $28,670.00,** including estimated freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
    b. Deliveries of all items shall be made within 10 weeks of order to: 2032 Blanton Drive, Murfreesboro, TN 37129. Delivery Contact: James Ross (tel.: 615-642-8939, email: jross@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
    c. 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 Proposals.
    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.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer. The warranty period begins on the later of: (a) the date the equipment is delivered and accepted by the City; or (b) any date provided in the warranty.

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

6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of 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."

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

City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

   If to the City:
   City Manager, City of Murfreesboro
   111 West Vine Street
   Murfreesboro, TN 37130

   If to Contractor:
   Mike Fowler
   840 N Russell Ave
   Aurora, IL 60506
   mfowler@walker-process.com

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations**.**

11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

14. **No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.

15. **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.

16. **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.

17. **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.

    Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

    a. The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
    b. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
    c. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 the "Effective Date.

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

WALKER PROCESS EQUIPMENT,
A Division of McNish Corporation

By: _____
Mike Fowler, Repair Sales

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 2/3/2022

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

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

January 12, 2022 (Regular Meeting)

January 12, 2022

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 11:30 a.m. on Wednesday, January 12, 2022, 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
Angela Jackson, Executive Director/
Community Services
Sam Huddleston, Executive Director/
Development Services
Raymond Hillis, Executive Director/
Public Works
Mark Foulks, Fire and Rescue Chief
Trey Duke, City Schools Director
Erin Tucker, Budget Director
Cathy Smith, Purchasing Director
Kim Williams, City Schools Finance Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

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

Vice-Mayor Scales Harris updated everyone on her medical issues and asked for prayers. Councilmember Bill Shacklett led those present in prayer for the Vice-Mayor.

The Consent Agenda was presented to the Council for approval:

1. Purchase of Rock Salt (Street)
2. Asphalt and Concrete Purchase Report (Street)
3. Main Street Banner Request to Hang Across East Main Street to promote Dr. Martin Luther King Jr. Day to be displayed January 13-24, 2022 (Street)

(Insert letters from Street (3) Department here.)

Mr. Martin made a motion to approve the Consent Agenda. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

Mayor McFarland commended the Street Department for the excellent job done in keeping the roads clear and salted during the winter weather the City received last week.

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

(Insert letter dated January 12, 2022 here
with regards to Bond Premium Proceeds.)

Mrs. Erin Tucker, Budget Director, presented the request to allocate the Fiscal Year 2021 Bond Premium in the amount of $4.8 Million for construction costs related to the Fire Rescue Administrative Building and approve use of the Fiscal Year 2022 State of Tennessee Direct Allocation Grant for Rucker Lane Road improvements in the amount of $1,036,807.

Mr. LaLance made a motion to approve allocating the Fiscal Year 2021 Bond Premium in the amount of $4.8 Million for construction costs related to the Fire Rescue Administrative Building and approve use of the Fiscal Year 2022 State of Tennessee Direct Allocation Grant for Rucker Lane Road improvements in the amount of $1,036,807. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Abstain".

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

(Insert letter dated January 12, 2022 here with regards to Town Creek Phase II Proposals.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the Proposals with Robbi Kitchen, Rhett Turner, and Volkert, Inc. for appraisal services, appraisal reviews, and negotiations and relocation services related to the daylighting of Town Creek between South Church Street and Front Street, funded through Federal Stimulus Funds.

Mr. Shacklett made a motion to approve the Proposals with Robbi Kitchen, Rhett Turner, and Volkert, Inc. for appraisal services, appraisal reviews, and negotiations and relocation services related to the daylighting of Town Creek between South Church Street and Front Street, funded through Federal Stimulus Funds. 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 January 12, 2022 here with regards to approval of minutes of City Council Meetings from December 2, 2021 through December 16, 2021.)

Mr. LaLance made a motion to approve the minutes as written and presented for the public comment meeting held on December 2, 2021; the regular meeting held on December 2, 2021; the regular meeting held on December 8, 2021; and the regular meeting held on December 16, 2021. Mr. Wright 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 January 12, 2022 here with regards to Fiscal Year 2022 City Manager approved Budget Amendments.)

Mr. Martin made a motion to approve the City Manager approved Budget Amendments as presented for Other General Government, Parks and Recreation, and Purchasing. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated January 12, 2022 here with regards to approval of expenses for On-Call Plans Review Services by Griggs and Maloney.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve the expenditure of an estimated $80,000 for consulting services with Griggs and Maloney for on-call plans review services, funded by the Department's Budget.

Mr. Wade made a motion to approve the expenditure of an estimated $80,000 for consulting services with Griggs and Maloney for on-call plans review services, funded by the Department's Budget. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated January 12, 2022 here with regards to rescheduling public hearings for February 3, 2022 for an annexation petition and plan of services [2021-512] for approximately 19 acres located along Florence Road, zoning application [2021-423] for approximately 16.7 acres and 2.1 acres along Florence Road, annexation petition and plan of services [2021-511] for approximately 25 acres along New Salem Highway, and zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway.)

The following RESOLUTION 21-R-PH-41.1 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye:	Madelyn Scales Harris Ronnie Martin Bill Shacklett Kirt Wade Shawn Wright Shane McFarland
Nay:	None
Abstain:	Rick LaLance

(Insert RESOLUTION 21-R-PH-41.1 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 19 acres located along Florence Road and (2) zoning of approximately 16.7 acres to be zoned Single-Family Residential Six (RS-6) District and approximately 2.1 acres to be zoned Commercial Fringe (CF) District, located along Florence Road; which have been proposed to be annexed to the City of Murfreesboro Sharon Arnette, Cynthia Williams, Deborah Cohen and Alcorn Properties, Inc., applicant(s) [2021-512 & 2021-423].)

The following RESOLUTION 21-R-PH-42.1 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

Abstain: Rick LaLance

(Insert RESOLUTION 21-R-PH-42.1 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 25 acres located along New Salem Highway and (2) zoning of approximately 2.8 acres located along New Salem Highway to be zoned Highway Commercial (CH) District and approximately 22.2 acres to be zoned Single-Family Residential Eight (RS-8) District; which have been proposed to be annexed to the City of Murfreesboro, Salem Properties, Inc., applicant [2021-511 & 2021-422].)

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

(Insert letter dated January 12, 2022 here with regards to Fiscal Year 2022 Budget Amendment Ordinance.)

An ordinance, entitled "ORDINANCE 21-O-43 amending the 2021-2022 Budget (3rd Amendment)," which passed first reading on December 16, 2021, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-O-43 here.)

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

(Insert letter dated January 12, 2022 here with regards to 2021 Sanitary Sewer Allocation Report.)

Mr. Darren Gore, Assistant City Manager, presented the annual report of the sanitary sewer allocation 2021 assessment for the City and the model that the Water Resources Department has developed to continuously monitor sewage flow, which allows the department to determine the number of available sanitary sewer connections. He explained the difference between the "as is" model, which produces the total number of uncommitted

sanitary sewer connections available, and the "to be" model which produces the total number of uncommitted sanitary sewer connections available and incorporates the planned upgrades to the system. Mr. Gore stressed to the Council that the sanitary sewer rehabilitation project has been very successful and that upgrading or constructing new pumping stations are solutions that the Department is researching. Council engaged in discussion with Mr. Gore regarding meetings with TDEC that he had attended and the progress that had been made regarding the City's National Pollutant Discharge Elimination System (NPDES) permitted limitations.

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

(Insert letter dated January 12, 2022 here with regards to Fiscal Year 2022 Mid-Year Budget Review.)

Mrs. Erin Tucker, Budget Director, presented Council with an overview of the Fiscal Year 2022 Budget, highlighting revenues, expenditures, debt service, and other expenses, answering questions from Council throughout the presentation.

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

(Insert letter dated January 12, 2022 here with regards to November 2021 Dashboard packet.)

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

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

(Insert letter dated January 12, 2022 here with regards to Beer Permit Applications for 615 District, 1950 S Church St. and A and M Tobacco and Beer, 2075 Lascassas Pk. #A.)

Mr. Martin made a motion to approve the Beer Permits for 615 District, 1950 South Church Street (New Location) and A and M Tobacco and Beer, 2075 Lascassas Pike #A (Ownership Change), pending Building and Codes approval. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director that its payment be approved:

From 2019 CIP:

Rutherford County Circuit Court Clerk	$ 30,039
Rutherford County Circuit Court Clerk	$ 8,773

Mr. Wade made a motion to approve payment of the statements as recommended by the City Recorder/Finance Director. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Craig Tindall, City Manager, stated that on January 20, 2022, there would be a special Council Meeting held at the airport to discuss topics relating to MTSU. Council discussed what representatives from MTSU would be present at the meeting and who to extend invitations to after the MTSU Board of Trustees declined to attend.

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

_____
SHANE MCFARLAND – MAYOR

ATTEST:

_____
JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Zoning for property along Joe B Jackson Parkway [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Zoning of approximately 3.3 acres located along Joe B Jackson Pkwy and Elam Road.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Kimley-Horn presented to the City a zoning application [2021-426] for approximately 3.3 acres located along Joe B Jackson Parkway to be zoned G-I (General Industrial District) simultaneous with annexation. During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 27, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development, specifically a Buc-ee's travel center, which will generate tax revenue for the City and create jobs.

Expand Infrastructure

The proposed Buc-ee's development will include the realignment of Elam Road, which is consistent with the adopted Major Transportation Plan and will improve the intersection of Elam Road and Joe B Jackson Parkway by moving it further away from the I-24 ramp.

Attachments:

Ordinance 21-OZ-47

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ORDINANCE 21-OZ-47 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road as General Industrial (G-I) District simultaneous with annexation; Kimley-Horn, applicant [2021-426].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved General Industrial (G-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

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

SEAL

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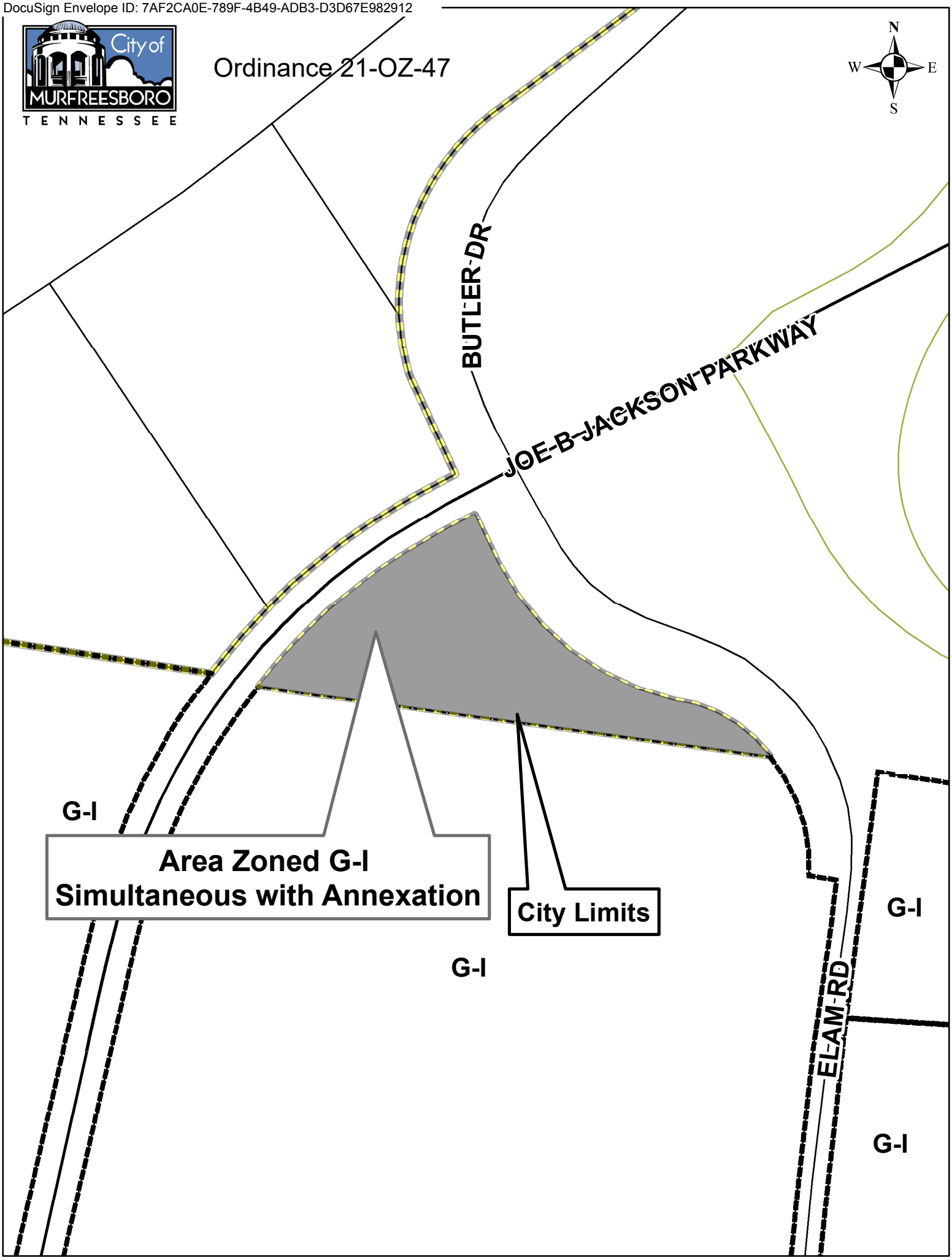

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Zoning for property along New Salem Highway [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Zoning of approximately 6.7 acres located along New Salem Highway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Melissa Ognio Barnett presented to the City a zoning application [2021-430] for 6.7 acres located along New Salem Highway to be zoned CF (Commercial Fringe District) and PCD (Planned Commercial District). During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 27, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development which, upon development, could create jobs for the community and generate tax revenue for the City.

Expand Infrastructure

The proposed development will include the extension of Foxcroft Road west to Cason Lane, giving the adjacent neighborhoods an additional route to arterial roadways.

Attachments:

Ordinance 21-OZ-48

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ORDINANCE 21-OZ-48 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 1.7 acres located along New Salem Highway as Commercial Fringe (CF) District simultaneous with annexation, to rezone approximately 2.8 acres from Office General (OG) District and Commercial Fringe (CF) District to Planned Commercial Development (PCD) District (The Ognios at Foxcroft PCD) and to rezone approximately 2.2 acres from Office General (OG) District to Commercial Fringe (CF) District; Melissa Ognio Barnett, applicant [2021-430].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Commercial Fringe (CF) District and Planned Commercial Development (PCD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

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

SEAL

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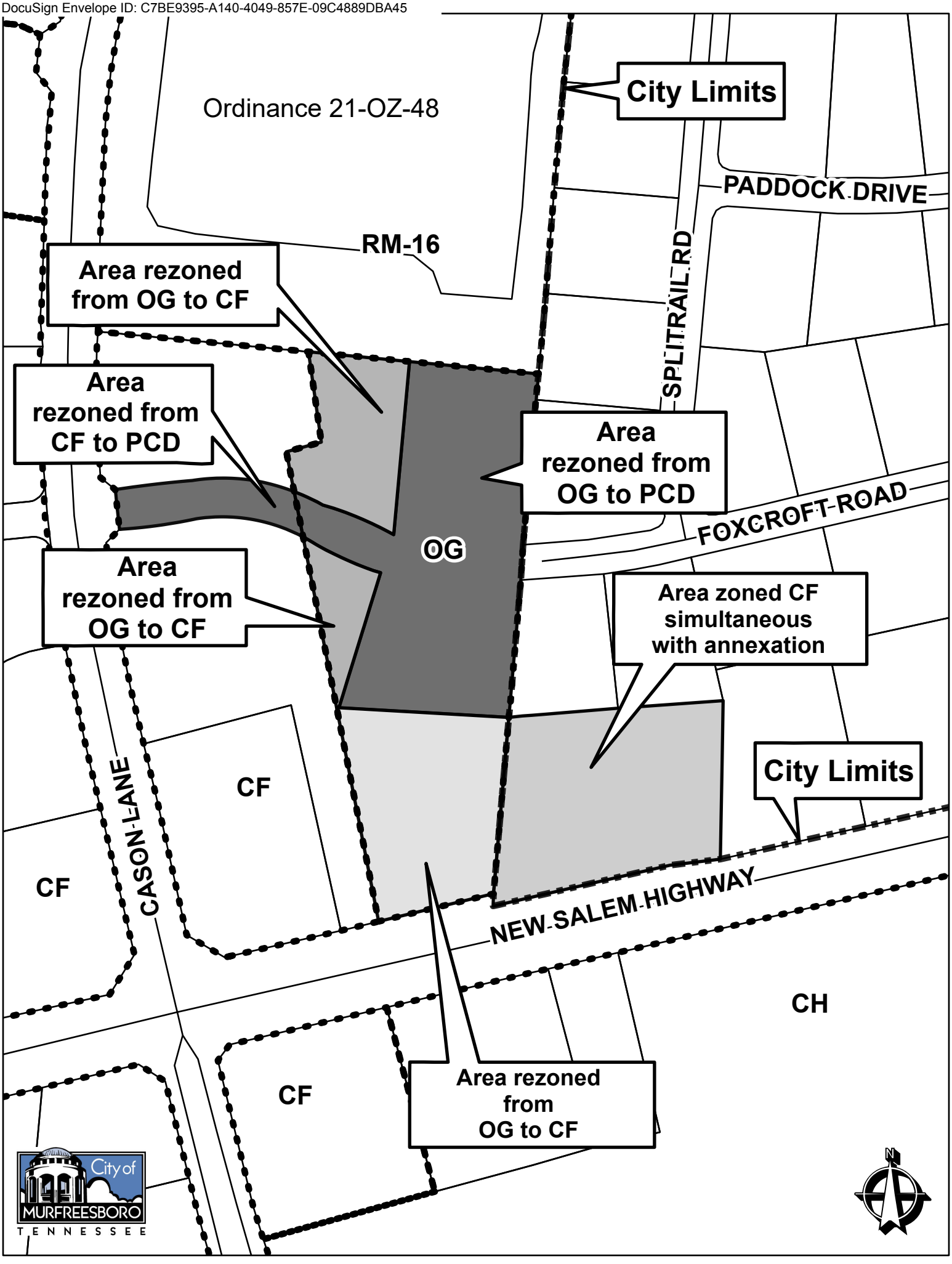

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Amending the Westlawn PUD zoning along Veterans Parkway [Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Amend the Westlawn PUD zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road.

Staff Recommendation

Enact the ordinance amending the zoning, as requested.

The Planning Commission recommended approval of the zoning amendment.

Background Information

Oscar Properties, LLC presented a zoning application [2021-432] to amend the Westlawn PUD (Planned Unit District) zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road. During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 27, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This zoning request amends the standards and uses for this portion of the Westlawn PUD, which was originally approved over 10 years ago, in order to adapt to current market conditions. The updated PUD will enable commercial development, which could create jobs for the community and generate tax revenue for the City.

Attachments:

Ordinance 21-OZ-44

DocuSign Envelope ID: 44544B14-FA41-4BF7-B7CB-422C604BA8D1

ORDINANCE 21-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 23.3 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway and Blackman Road as indicated on the attached map, Oscar Properties, LLC, applicant(s) [2021-432].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of combining areas C-2 and C-3 of the PUD in the program book into one area identified as C-3 and to modify the list of permitted uses for the new area C-3.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

SEAL

APPROVED AS TO FORM:

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

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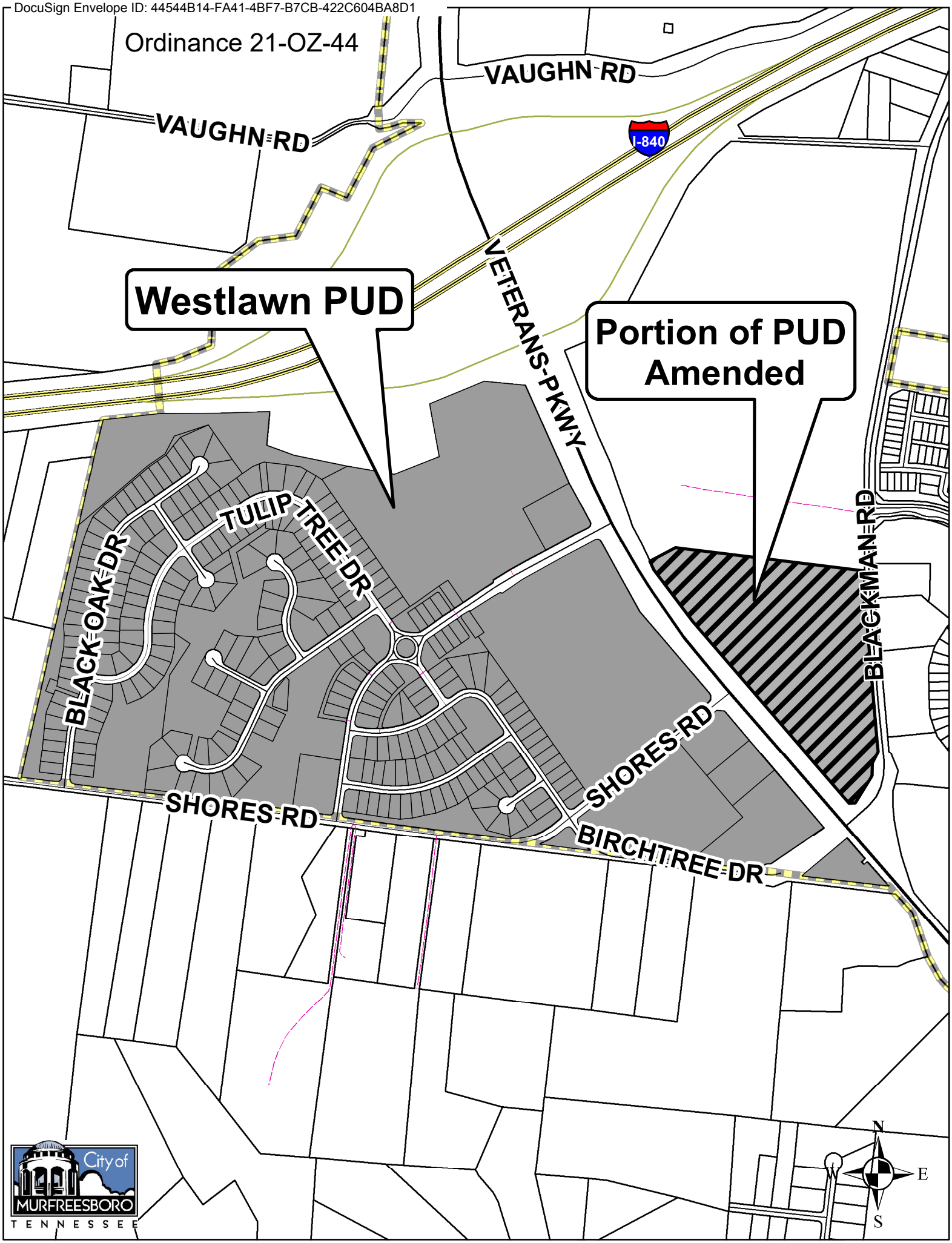


COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Rezoning property along Bridge Avenue [Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 0.53 acres located along the north side of Bridge Avenue west of Kings Highway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Jon Troutt presented a zoning application [2021-428] for approximately 0.53 acres located along the north side of Bridge Avenue to be rezoned from RS-8 (Single-Family Residential District) to RS-6. The request also includes zoning a portion of alley right-of-way to RS-6 simultaneous with its abandonment. During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 27, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of three single-family residential lots in an area in need of investment. This is consistent with the expressed desire of Council to emphasize the development of single-family detached homes.

Attachments:

Ordinance 21-OZ-45

DocuSign Envelope ID: F5792310-BC41-462E-8850-B280F149D95C

ORDINANCE 21-OZ-45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.53 acres located along Bridge Avenue and Kings Highway from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District (including a portion of right-of-way to be zoned RS-6 upon abandonment); John Troutt, applicant [2021-428].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

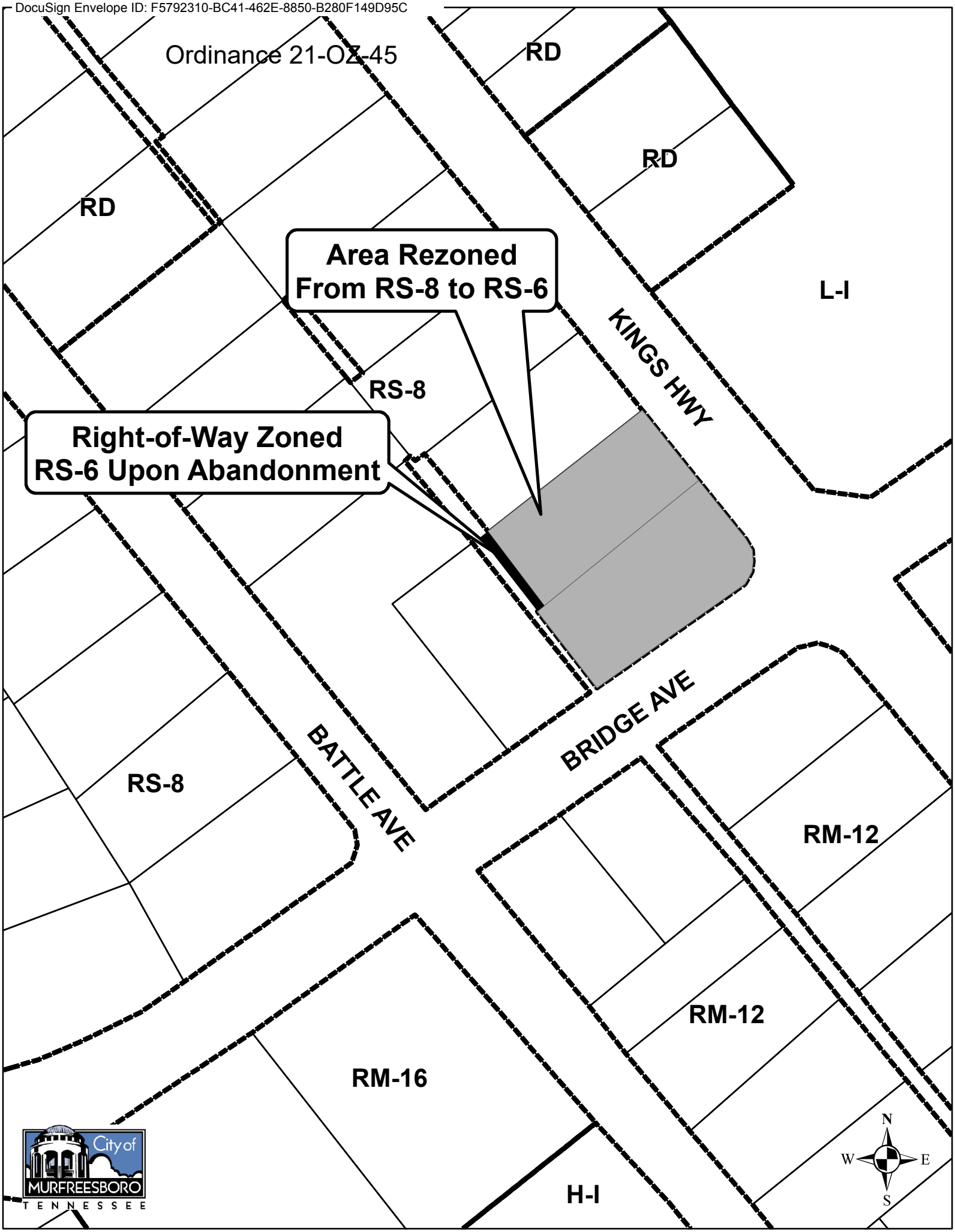
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: F5792310-BC41-462E-8850-B280F149D95C



COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: United Telephone Company Cable TV Franchise Fees

Department: Communications

Presented by: Alan Bozeman

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

United Telephone Company Cable TV Franchise Fees

Staff Recommendation

Approve Resolution 22-R-04 requiring gross revenue to include franchise fees as part of the quarterly United Telephone Company franchise fee.

Background Information

On December 27, 2021, United Telephone Company applied for an amendment to its state issued cable and video franchise certificate to include portions of the City.

State statute requires a municipality to adopt a resolution stating that those companies obtaining a state issued certificate include in the definition of gross revenue, among other items, franchise fees, as part of the quarterly franchise fee payments to the City.

Council Priorities Served

Responsible budgeting

Continue receipt of franchise fees from companies using the City's public right-of-way under a state issued cable and video franchise agreement provides revenue supporting the Communication Department budgeted expenses.

Attachments

Resolution 22-R-04

DocuSign Envelope ID: EB7BD058-3B6F-47C3-82F5-354C3C5827BF

RESOLUTION 22-R-04 regarding Tennessee Code Annotated 7-59-301 et seq., the Competitive Cable and Video Services Act, as it relates to franchise fees.

WHEREAS, the City of Murfreesboro approved a ten year local Cable Television Franchise agreement with Comcast Cablevision of Nashville II, LLC; and,

WHEREAS, the local Cable Television Franchise agreement includes quarterly franchise fee payments to the City based on the City's definition of gross revenue; and,

WHEREAS, these franchise fee payments are required as part of the compensation for use of the City public rights of way; and,

WHEREAS, the City's definition of gross revenue, as set forth in Murfreesboro City Code §36-2 and the current franchise agreement with Comcast Cablevision of Nashville II, LLC, includes, among other items, franchise fees; and,

WHEREAS, Tennessee Code Annotated Section 7-59-303 (11)(A)(i) requires a municipality to adopt a resolution that requires gross revenue to include, among other items, franchise fees, as part of the quarterly franchise fee payments and to provide such notice to the Tennessee Public Utility Commission in order for these amounts to be included in any state issued cable and video franchise; and,

WHEREAS, on December 27, 2021, United Telephone Company applied for an amendment to its state issued cable and video franchise certificate with the Tennessee Public Utility Commission to include portions of the City of Murfreesboro.

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

SECTION 1. All cable and video service providers operating in the City of Murfreesboro and using our public rights of way are required to include franchise fees in the definition of "gross revenue", among other items, as part of the quarterly franchise fee payments to the City.

SECTION 2. The City Recorder shall send a certified copy of this Resolution to the Tennessee Public Utility Commission as its notice, pursuant to Tennessee Code Annotated Section 7-59-303 (11)(A)(i).

SECTION 3. 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:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Plan of Services, Annexation, and Zoning for property located along Florence Road
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Annexation and zoning of approximately 19 acres located along Florence Road.

Staff Recommendation

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

Conduct a public hearing and enact the ordinance establishing the requested zoning.

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

Background Information

Sharon Jackson Arnette has initiated a petition of annexation [2021-512] for approximately 19 acres located along Florence Road. The City developed its plan of services for this area. Additionally, Alcorn Properties, LLC presented to the City a zoning application [2021-423] for the same 19 acres to be zoned CF (Commercial Fringe District) and RS-6 (Single-Family Residential District 6) simultaneous with annexation. During its regular meetings on November 3, 2021 and November 17, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of commercial outparcels along Florence Road, which, upon development, could create jobs for the community and generate tax revenue for the City.

Expand Infrastructure

The proposed development plan includes the dedication of right-of-way for and

construction of an approximately 1,600'-long segment of the Cherry Lane extension, which is identified on the Major Transportation Plan as STI #8. This segment would be funded and constructed by private developers, not the City.

Attachments:

1. Resolution 21-R-PS-41
2. Resolution 21-R-A-41
3. Ordinance 21-OZ-41
4. Maps of the area
5. Planning Commission staff comments from 11/17/2021 meeting
6. Planning Commission minutes from 11/03/2021 and 11/17/2021 meetings
7. Plan of services
8. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 17, 2021

PRINCIPAL PLANNER MARGARET ANN GREEN

5.a. Annexation petition and plan of services [2021-512] for approximately 19 acres located along Florence Road, Sharon Arnette, Cynthia Williams, Deborah Cohen applicants.

The study area consists of one parcel located east of Florence Road, just south of Florence Green subdivision and north of Cherrywood Estates. A written petition requesting annexation has been filed with the City by the property owners. Alcorn Properties, LLC has a contract to purchase this property and have also submitted a zoning application requesting 2.1 acres to be zone CF (Commercial Fringe District) and 16.7 acres to be zoned RS-6 (Single-Family Residential District, 6,000 ft^2 lots) simultaneous with annexation. The area being considered for annexation is developed with one occupied, single-family house. The proposed zoning may result in approximately 51 residential lots and 2 commercial lots. The City's Major Transportation Plan proposes a 5-lane street through this property that connects Old Nashville Highway to Florence Road.

The subject property is located just west of Overall Creek and its floodway. The property consists of one parcel and two segments of Florence Road right-of-way:

Owners: Sharon Arnette, Cynthia Williams, Deborah Cohen

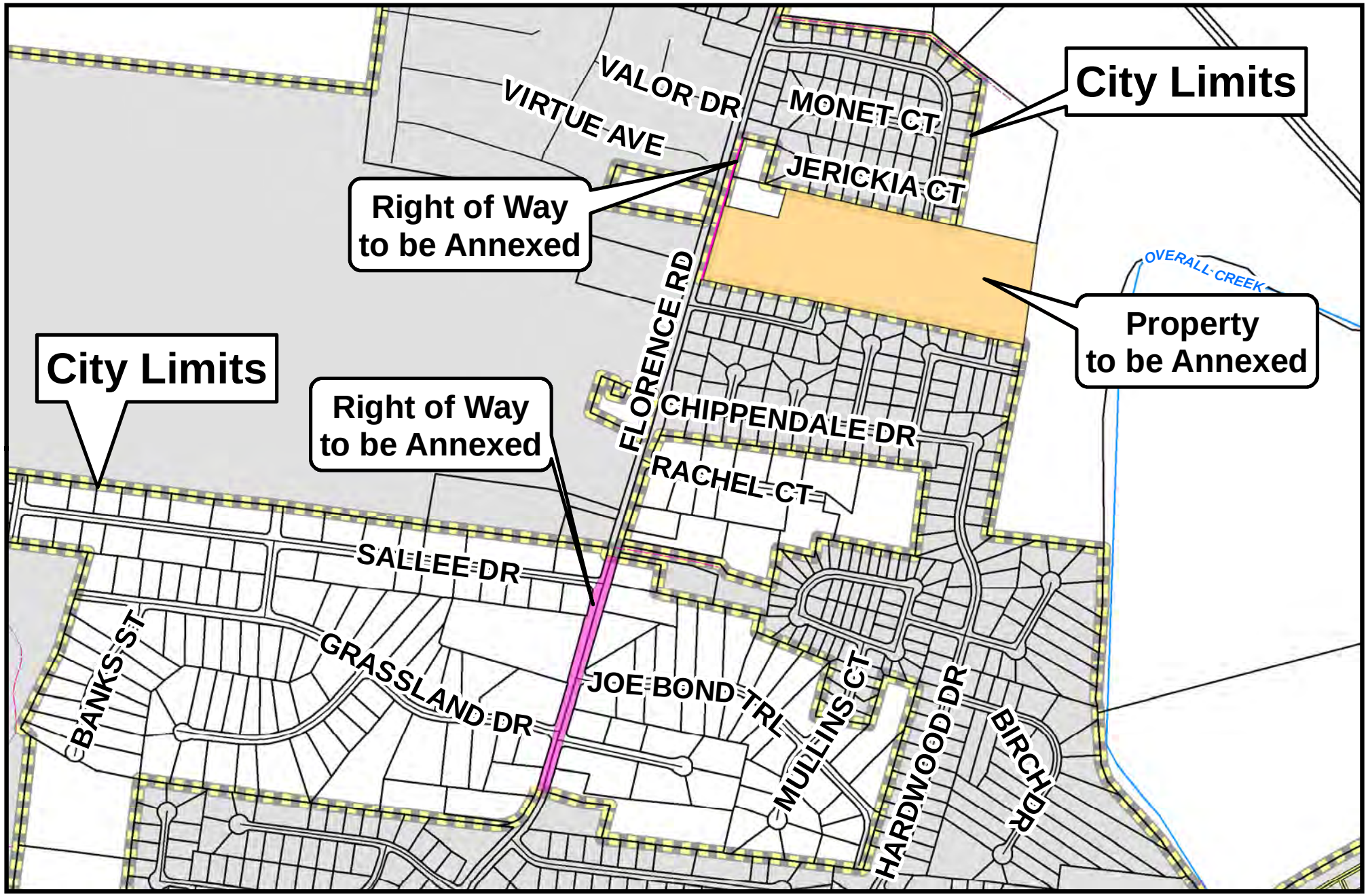
- Tax Map 071, Parcel 015.00: Approximately 18.8 acres.

Right(s)-of-way

- Florence Road right-of-way: Approximately 1,250 linear feet, beginning at approximately the north property line of 3204 Florence Road northward to the north property line of 3430 Florence Road.
- Florence Road right-of-way: Approximately 750 linear feet of a 10-foot-wide strip, beginning at approximately the south property line of 3616 Florence Road northward to the north property line of 3714 Florence Road.

The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City limits. The Planning Department received a petition for annexation from the property owners, Sharon Arnette, Cynthia Williams, Deborah Cohen. It appears that the City will be able to extend most City provided services immediately upon the effective date of annexation. Annexation of the rights-of-way will provide clearer lines of service and maintenance for Florence Road. Included with this staff report is an *Annexation Feasibility Study and Plan of Services* that outlines a timeframe for the extension of services for consideration and adoption.

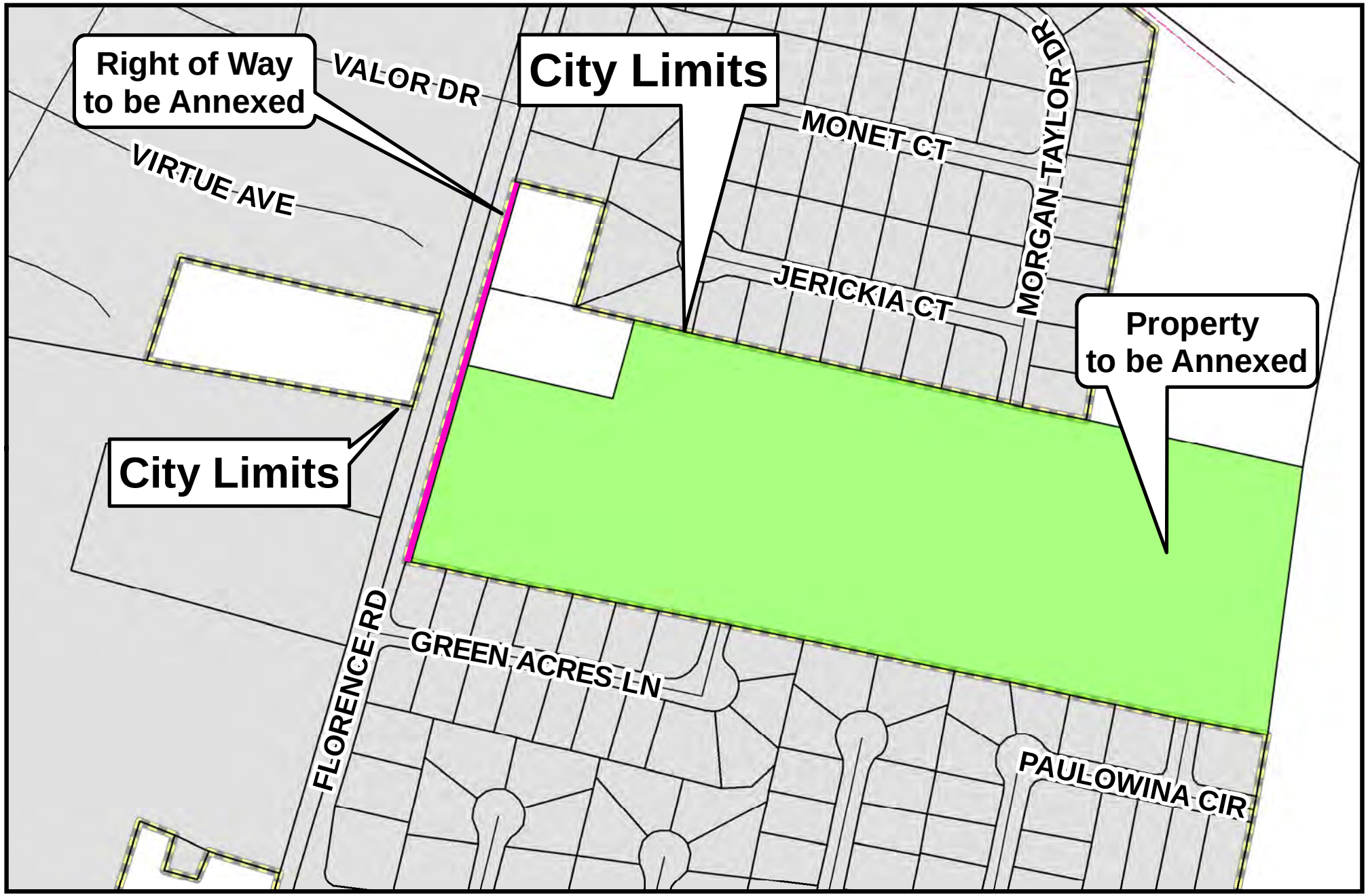
The Planning Commission should conduct a public hearing on the matter of the annexation petition and Plan of Services, after which it will need to formulate a recommendation for City Council.



Annexation Request for Property and Right Of Way along Florence Road

0 375 750 1,500 2,250 3,000 Feet

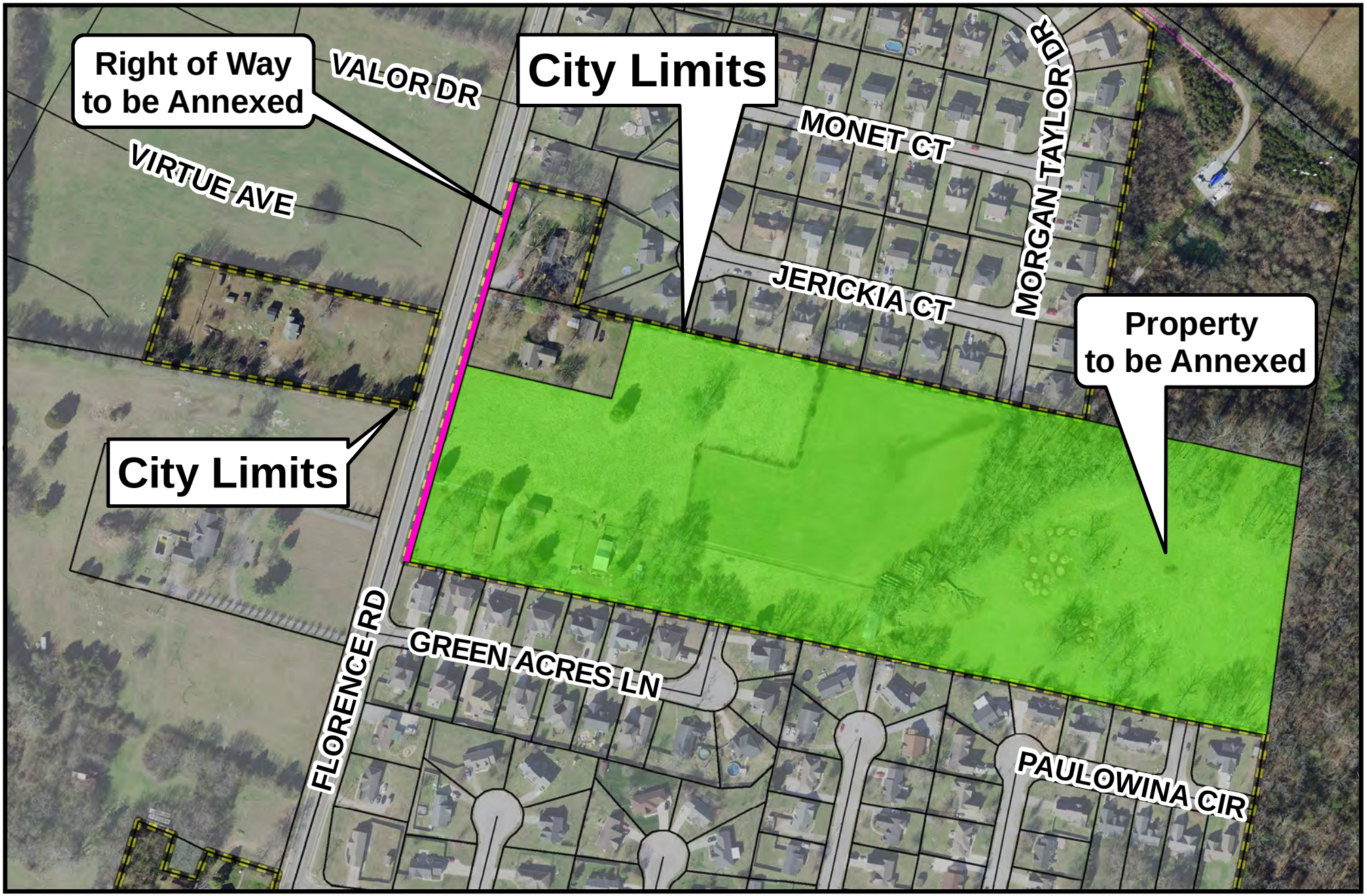
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation Request for Property and Right Of Way along Florence Road

0 150 300 600 900 1,200 Feet

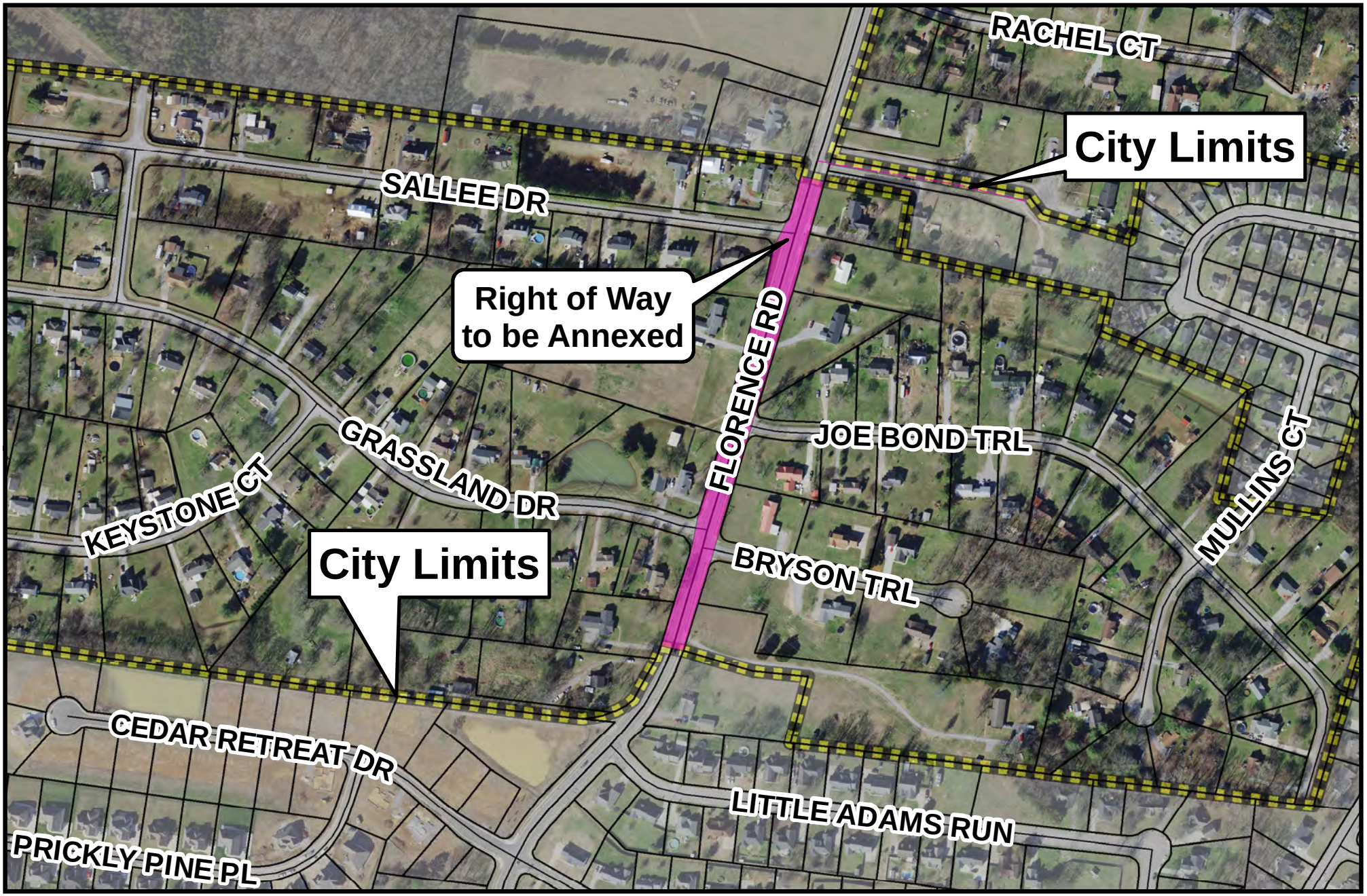
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation Request for Property and Right Of Way along Florence Road

0 150 300 600 900 1,200 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

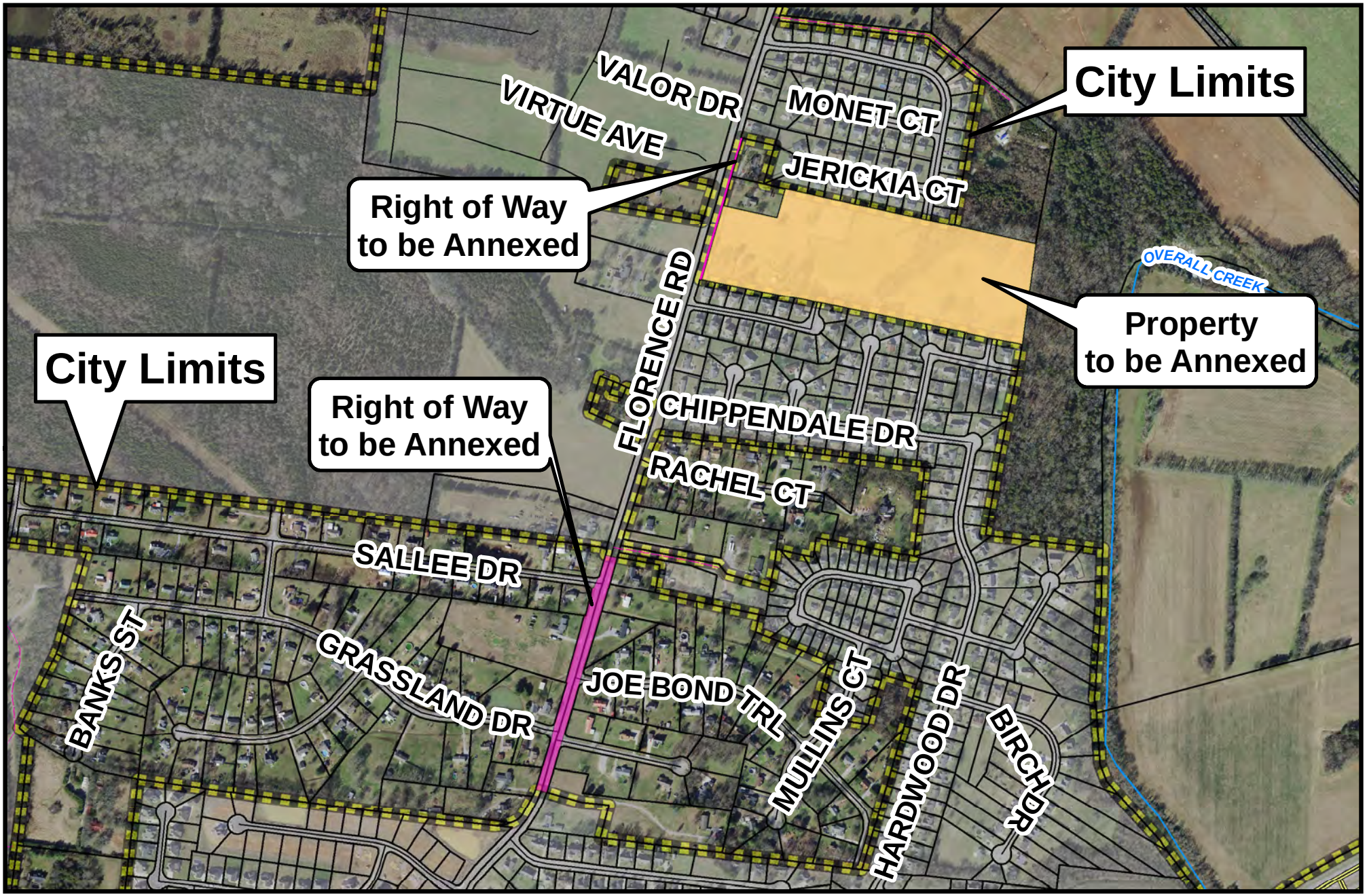


City of MURFREESBORO TENNESSEE

Annexation Request for Right Of Way along Florence Road

0 250 500 1,000 1,500 2,000 Feet

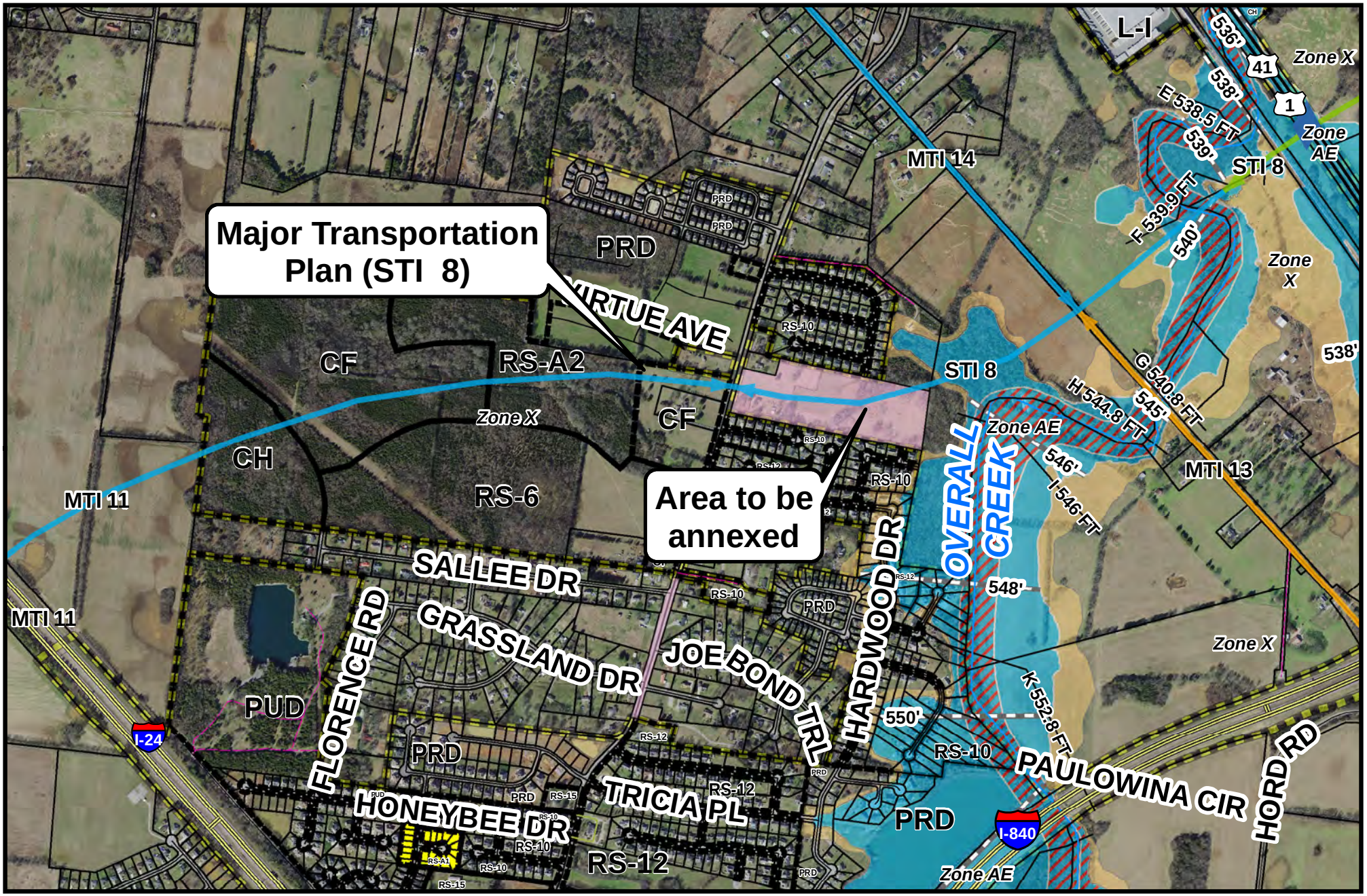
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation Request for Property and Right Of Way along Florence Road

0 375 750 1,500 2,250 3,000 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation Request for Property and Right Of Way along Florence Road

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

for 3616 Florence Rd property (Masonbrooke)

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

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

1. Sharon Jackson Arnette
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Sharon Jackson Arnette Status: owner Date: 9/16/2021

2109 Windsor St., Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

2. Cynthia Jackson Williams
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Cynthia Jackson Williams Status: Owner Date: 9-16-2021

8141 Woodbury Hwy Manchester TN 37355
Mailing Address (if not address of property to be annexed)

3. Deborah Jackson Cohen
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Deborah Jackson Cohen Status: Owner Date: 9/16/2021

178 Bowling Ave, Nashville, TN 37205
Mailing Address (if not address of property to be annexed)

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

Consent for Annexation of Public Rights-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of the following public right-of-way as shown on the attached Exhibit, which specifically includes that section of Florence Road beginning at approximately the north property line of 3204 Florence Road northward to the north property line of 3430 Florence Road totaling approximately 1,250 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Florence Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on October 4, 2021 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 4th day of October 2021.

Greg Brooks

Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 4th day of October.

Merry R. Hickerson

NOTARY PUBLIC

My Commission Expires: 4/23/2024

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 3, 2021

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Katie Noel, Project Engineer
Abraham Farias, EIT
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 13, 2021 Planning Commission meeting.

Ms. Jami Averwater moved to approve the Minutes of the October 13, 2021 meeting; the motion was seconded Mr. Chase Salas by and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Mr. Matt Taylor (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the request; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the Mandatory Referral and Right-of-way Abandonment; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-512] for approximately 19 acres located along Florence Road, Sharon Arnette, Cynthia Williams, Deborah Cohen applicants. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Ms. Rachel Harris, 3522 Crape Circle – opposes the request. She requested for the property to be zoned RS-15.

Mr. Margaret Ann Green came forward to address Ms. Harris' concerns. She explained that, if approved, the applicant would be required to follow the Design Guidelines which

would address the impact with stormwater. Also, the City of Murfreesboro has plans for a five-lane roadway to be constructed thru the middle of this property.

There being no further discussion, Mr. Shawn Wright moved to continue the public hearing for the annexation petition and plan of services on November 17, 2021, the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None.

Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Kirk Brock, 107 O'Shea Court – Had questions about the proposed development, including setbacks.

2. Mr. David Alcorn (applicant) – Stated that the proposed development is for 49 residential lots. No driveways would be permitted along the new five lane road. Exterior materials would consist of stone, brick, and cementitious material. The CF zone would line up with the CF property across the street.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 17, 2021

1:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

STAFF PRESENT
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Teresa Stevens, Sign Administrator
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings.

Ms. Jami Averwater moved to approve the Minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 17, 2021

5. Continuation of Public Hearings and Recommendations to City Council

Annexation petition and plan of services [2021-512] for approximately 19 acres located along Florence Road, Sharon Arnette, Cynthia Williams, & Deborah Cohen applicants. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

1. **Ms. Judy Teter, 5131 Jerickia Court** – asked questions regarding price range of proposed homes, roadway design, start date for construction, and blasting.
2. **Ms. Rochelle and Mr. Ronzo Cartwright, 5143 Jerickia Court** – asked questions regarding blasting, timing of construction, and types of business permitted in the CF zone.
3. **Ms. Courtney Matthews 5068 Morning Taylor Drive** – has concerns and questions pertaining to lot size, home size, and construction noise.

There being no one else to speak, Chair Jones closed the public hearing.

Ms. Margaret Ann Green addressed the questions that were asked by the speakers.

Mr. Rick LaLance asked if any existing residential properties were being annexed. Ms. Green answered no.

There being no further discussion, Mr. Rick LaLance moved to approve the annexation petition and plan of services; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton

Jami Averwater

Rick LaLance

Chase Salas

Warren Russell

Shawn Wright

Nay: None.

Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

1. **Ms. Judy Teter, 5131 Jerickia Court** – asked how close would the houses be from the property line and whether the proposed homes would be detached single family homes or townhomes.
2. **Ms. Rochelle Cartwright, 5143 Jerickia Court** – asked about school zoning for the proposed homes.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green addressed the questions that were asked by the speakers.

Mr. David Alcorn (applicant), 4613 Veterans Parkway- explained that he is working with the City regarding a roadway agreement for the Cherry Lane extension through this property. He then addressed details about the proposed development.

Mr. Rick LaLance had questions regarding the Commercial Fringe (CF) zoning request and wanted to know what type uses would be permitted. Ms. Green explained that Staff

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RESOLUTION 21-R-PS-41 to adopt a Plan of Services for approximately 19 acres located along Florence Road, Sharon Arnette, Cynthia Williams, and Deborah Cohen, applicants [2021-512].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on November 3, 2021 and November 17, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on February 3, 2022, pursuant to a Resolution passed and adopted by the City Council on January 12, 2022, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on January 18, 2022; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-41**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

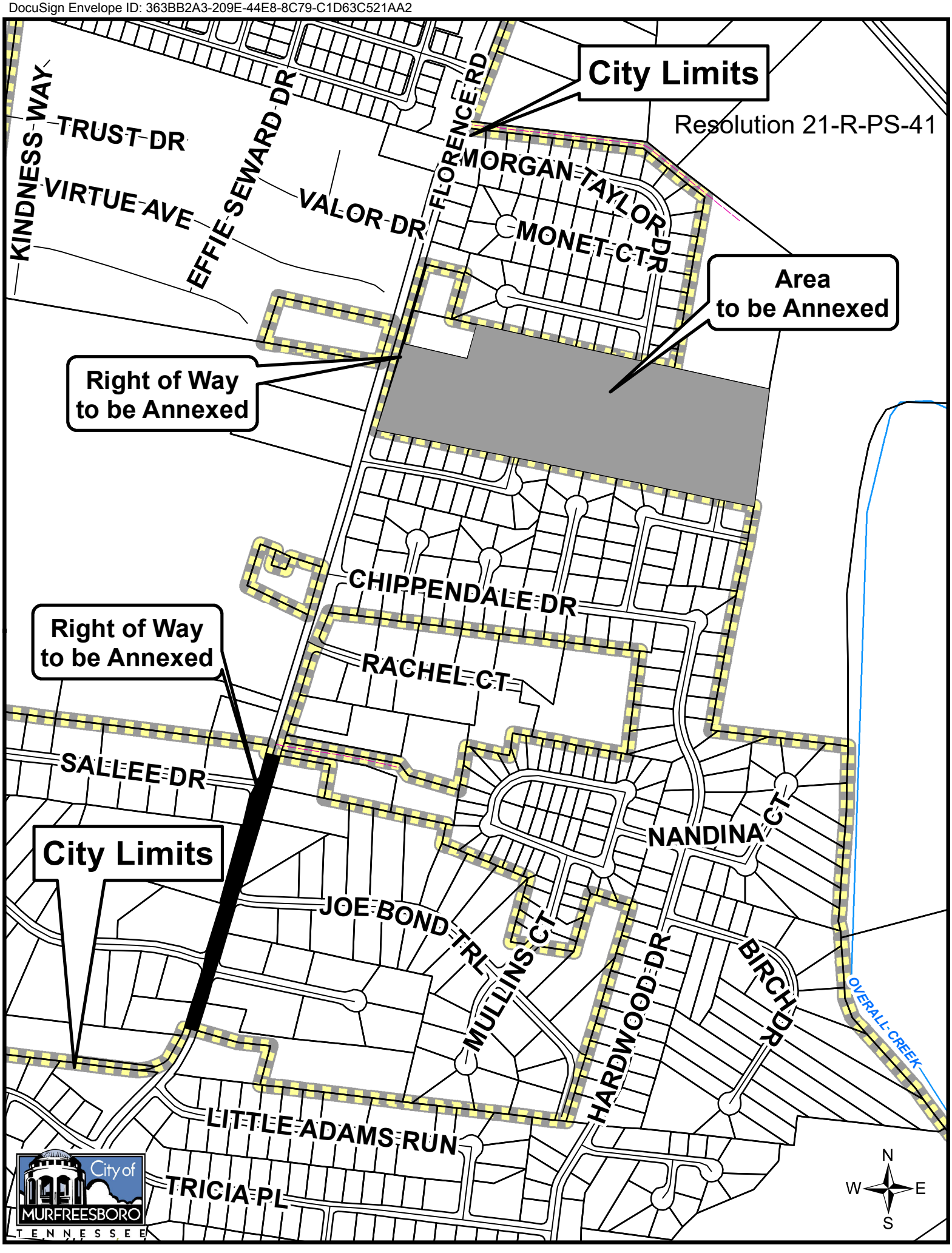
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2



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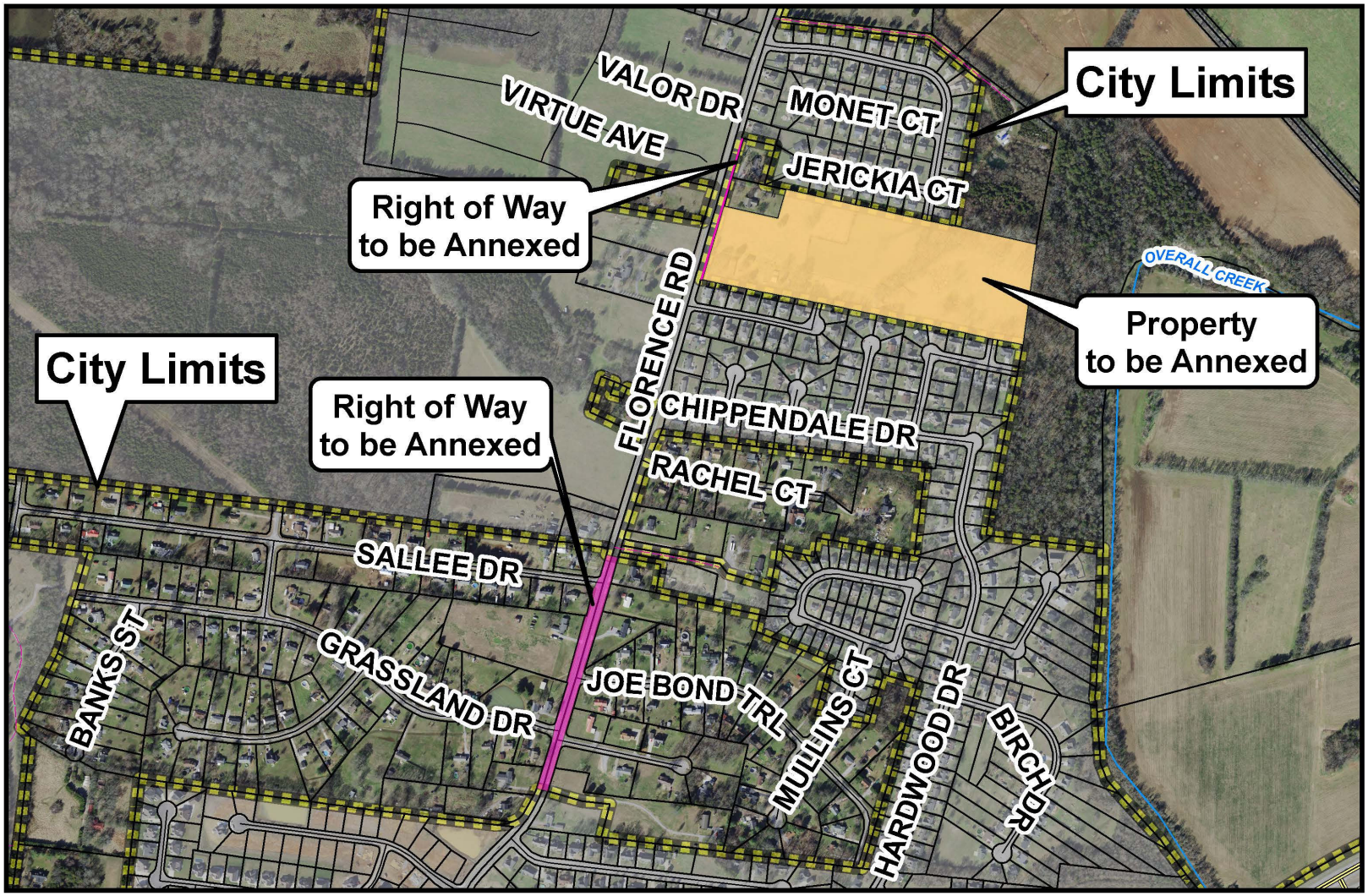
RESOLUTION 21-R-PS-41

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG FLORENCE ROAD INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 3, 2021

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2



Annexation Request for Property and Right Of Way along Florence Road

0 375 750 1,500 2,250 3,000 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

INTRODUCTION

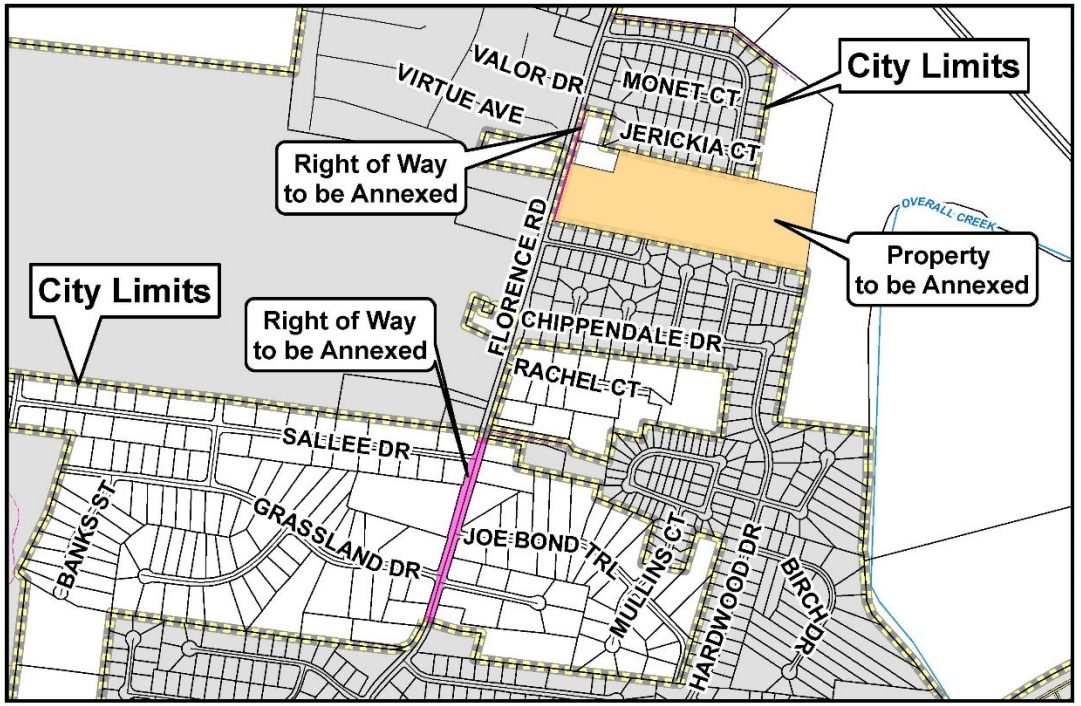
DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

OVERVIEW

The area studied in this Plan of Services is an 18.8-acre parcel (Tax Map 71, Parcel 015.00) situated along Florence Road. The study area adjoins the city on the north, west and south, while the areas to the east of the study area lie within the unincorporated County. Also included in this study are two segments of right-of-way: approximately 1,250 linear feet and approximately 750 linear feet of Florence Road.

The property consists of one parcel that has one, existing single-family house. Alcorn Properties Inc. has a contract to purchase the property from the property owners, Sharon Arnette, Cynthia Williams, and Deborah Cohen. Alcorn Properties has requested rezoning simultaneous with annexation. The westernmost 2.1 acres of the parcel would be rezoned CF (Commercial Fringe), while the remainder of the parcel would be rezoned RS-6 (Single-Family, Residential District).

The parcel as well as the rights-of-way are located within the City of Murfreesboro's Urban Growth Boundary.



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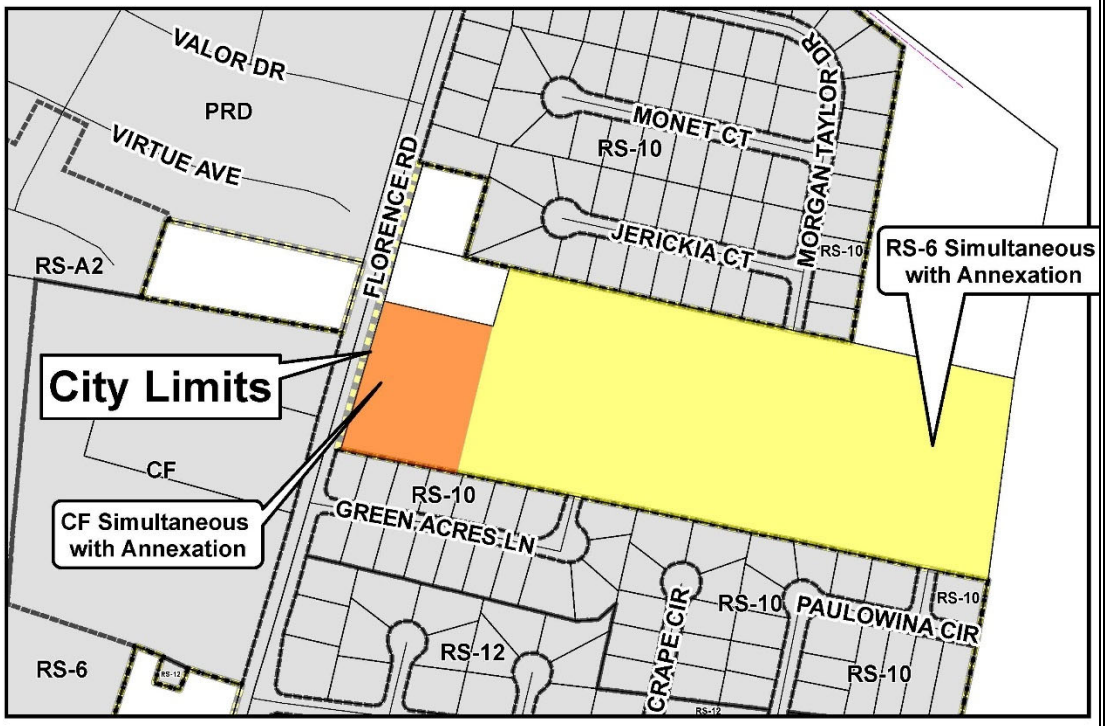
CITY ZONING

Alcorn Properties Inc. has a contract to purchase the property from the owners, Sharon Arnette, Cynthia Williams, and Deborah Cohen. Alcorn Properties Inc. is also requesting rezoning simultaneous with annexation. The westernmost 2.1 acres of the parcel is proposed to be zoned CF (Commercial Fringe District), while the remainder of the parcel would be zoned RS-6 (Single-Family, Residential District).

The subject property is currently zoned RM (Residential – Medium Density) in the County.

The developed properties to the north and south are zoned RS-10 and RS-12. The properties to the west of Florence Road are zoned CF, RS-6, RS-A Type 2 and PRD.



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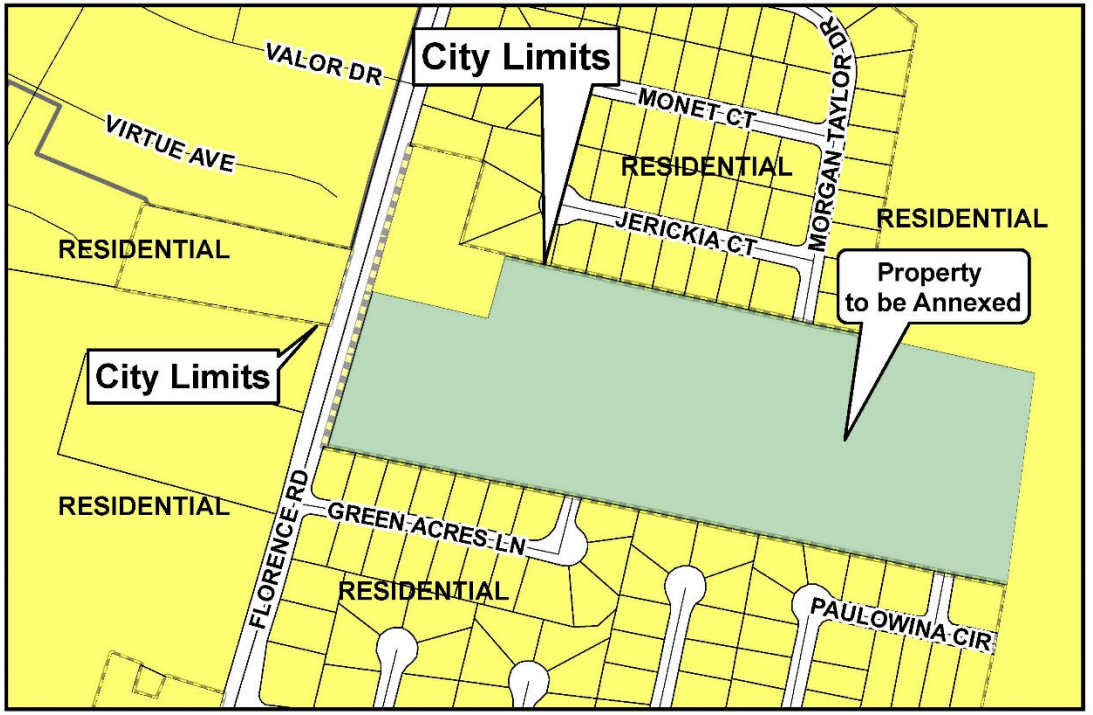
PRESENT AND SURROUNDING LAND USE

The primary area being considered for annexation is an 18.8-acre parcel. The property is currently developed with one single-family house.

The area surrounding the 18.8-acre parcel is characterized by 10,000 and 12,000 and 15,000 square foot lots. The properties west of Florence Road are largely undeveloped, however they zoned to allow commercial uses, townhomes and small, detached residential lots.

Access to the study area is from Florence Road. The City's Major Transportation Plan proposes a 5-lane street across this property that will connect Old Nashville Highway to Florence Road (Cherry Lane Extension STI 8).



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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2021 will be due on December 31, 2022. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $1.2894/$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state. (Note that the property currently receives a greenbelt rollback assessment. The table below assumes that the property will no longer qualify for the greenbelt rollback assessment upon sale and development.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Sharon Arnette, Cynthia Williams, and Deborah Cohen	18.8	$55,700	$203,600	$259,300	$835.85

These figures are for the property in its current state.

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The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2021-2022 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area proposed to be developed under RS-6 may result in 51 single-family homes.

Table II
Per Capita State Revenue Estimates

General Fund	**Per Capita Amount**
State Sales Tax	$103.00
State Beer Tax	$0.48
Special Petroleum Products Tax (Gasoline Inspection Fee)	$1.99
Gross Receipts (TVA in-lieu taxes)	$11.60
Total General Revenue Per Capita	$118.07
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$35.70
Total Per Capita (General and State Street Aid Funds)	**$153.77**
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 51 units)	**$7,842.27**

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

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PLAN OF SERVICES

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Tuesday. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development, the single-family area will be provided approximately 51 carts at a cost of $2,718.30. The commercial development will be required to arrange solid waste collection via a private hauler.

The study area will be charged $7.50 per month for garbage pickup which will be collected to their monthly Consolidated Utility District water bill.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE can serve future development with capacity along Florence Road.

STREET LIGHTING

Street lighting will be installed along the new public streets as they are developed.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone. Approximately 9-17 students are projected to result from the residential development.

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STREETS AND ACCESS

The 18.8-acre parcel included in the study area has direct access to Florence Road, a minor arterial. Upon annexation, two segments of Florence Road right-of-way are included in the annexation. One segment is approximately 1,250 linear feet, beginning at approximately the north property line of 3204 Florence Road northward to the north property line of 3430 Florence Road. The other segment is approximately 750 linear feet of a 10-foot-wide strip Florence Road right-of-way, beginning at approximately the south property line of 3616 Florence Road northward to the north property line of 3714 Florence Road. Upon annexation, the City will become responsible for the operation and maintenance of these segments of Florence Road. Based on a 15-year repaving cycle, the annualized maintenance cost is $2,500 with State Street Aid and General Fund as funding sources. The additional right-of-way will also result in $300 of capital cost with State Street Aid and General Fund as funding sources. New connections to Florence must be approved by the City Engineer.

The 2040 Major Transportation (MTP) plan includes a proposed connection to the east with an extension of Cherry Lane from Broad Street to Florence Road. Future development plans should consider the proposed plans and participate in the project by dedication of rights-of-way and easements as well as costs of construction. Any future public roadway facilities to serve the study area must be constructed to City standards.

Florence Road intersects with Old Nashville Road to the north and continues to NW Broad Street to the north. Florence Road connects to Manson Pike to the south and continues southward as Brinkley Road to Franklin Road/State Route 96. The 2014 Level of Service Model in the proposed 2040 MTP indicates that Florence Road to be operating at a Level of Service C in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Florence Road, Manson Pike, and Old Nashville Highway fall to undesirable levels of service of D and F without the proposed improvements recommended in the 2040 MTP.

Old Nashville Highway is the first major intersection to the north and it is operating at a Level of Service C at the intersection while Florence Road is at a Level of Service D at the intersection. Manson Pike is the first major intersection to the south. Florence Road is operating at a Level of Service B at the intersection while Manson Pike is at a Level of Service C. Previous Traffic Impact Studies indicate that both intersections warrant future improvements to address peak hour Level of Service reductions. No specific plans are currently envisioned for these adjacent major intersections.

The 2040 MTP shows the Cherry Lane connector (STI#8) bisecting the Study Area. ROW and easements will be required to be dedicated and participation in the cost of construction of the roadway will be required based on the 2040 MTP.

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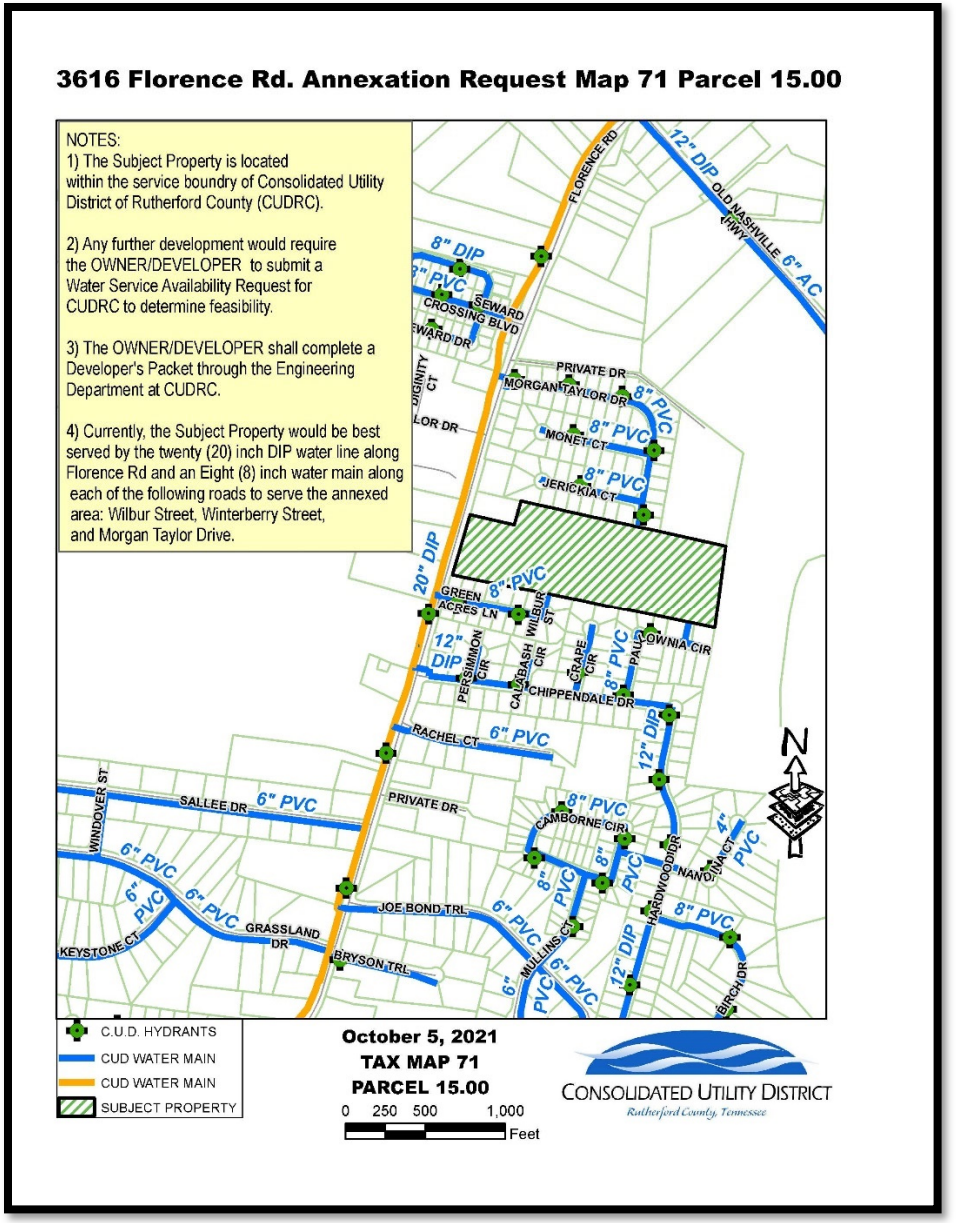
WATER SERVICE

The study area has access to a 20-inch Consolidated Utility District (CUD) water line along Florence Road and 8-inch water lines along Wilbur Street, Winterberry Street and Morgan Taylor Drive.

CUD's infrastructure is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

A charge of $7.50 per month for garbage pickup as well as $3.25 per month for the stormwater fee will be added to their monthly Consolidated Utility District water bill.



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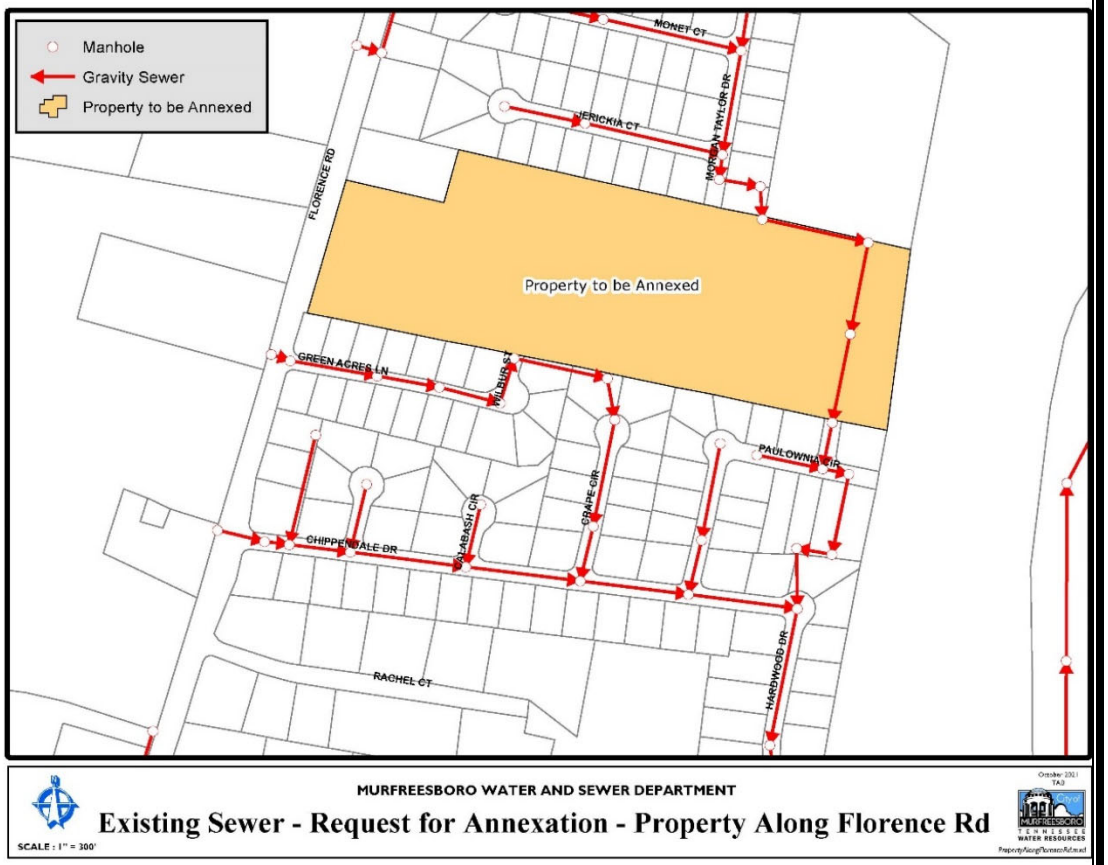
SANITARY SEWER SERVICE

The study area being considered for annexation has sanitary sewer available to serve the property. An existing 8-inch sewer main runs north/south through the rear of the property within a 20' easement. The width of the easement will need to be increased to 30' centered over the sewer main to meet the MWRD's current guidelines.

Staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. There are future upgrades planned to the Overall Creek Pump Station which would increase the number of connections in this Basin to 5462.

Per the most recent sewer connection model of the system, Basin 13 currently has capacity for 588 connections. By committing sewer service to this development, staff has determined that Basin 13's sewer connection capacity will be reduced by 51 connections, resulting in in 537 available connections for future developments. The 51 connections are estimated only for the proposed single-family, detached (RS-6) property.

The 51 residential lots proposed is within the requirements of the Sewer Allocation Ordinance (SAO). Land zoned CF allows for 2.5 single family units per acre or 650 gpd/acre. A determination can be made regarding the specific use within the CF at the time development plans are received. To reserve capacity a "will serve letter" request must be submitted to MWRD.



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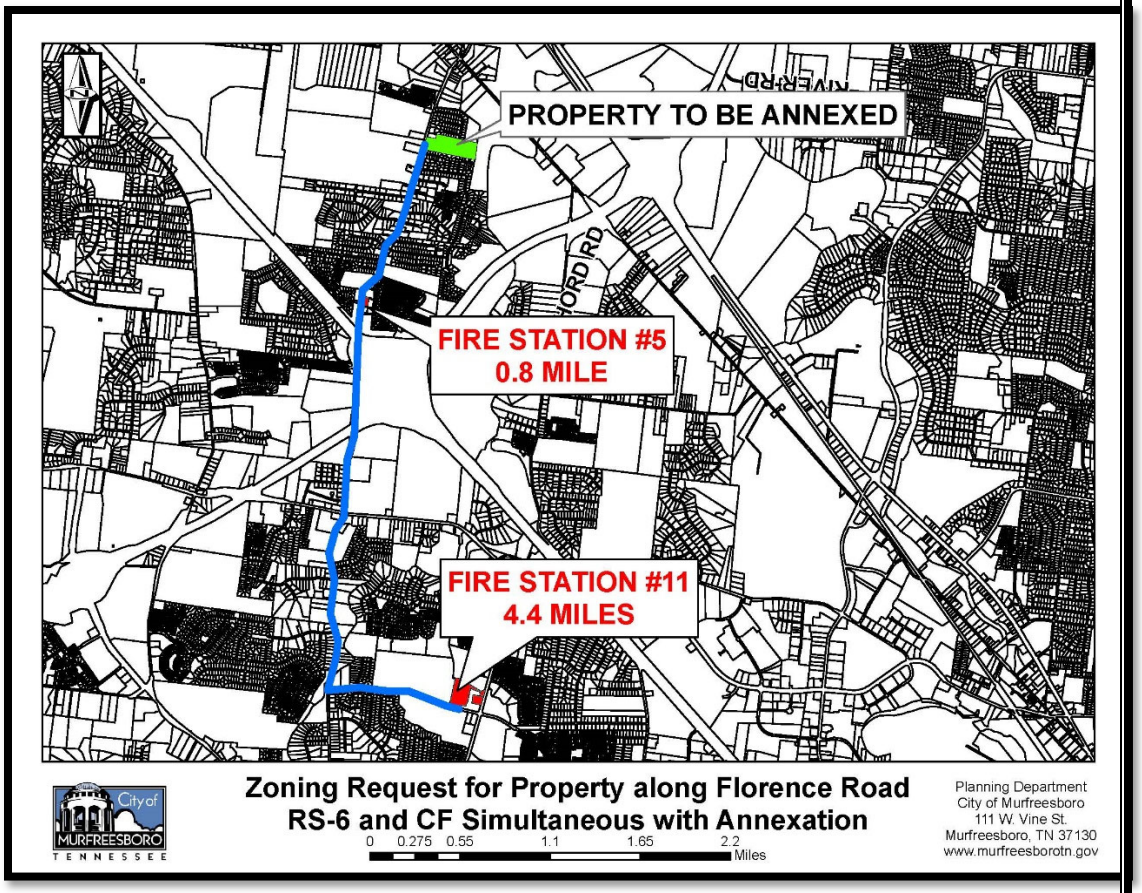
FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

There is a 20-inch Consolidated Utility District water line along Florence Road that serves the subject property. The closest operating fire station to the subject property is Fire Station #5, located at 3006 Florence Road, approximately 0.8 miles from the study area. Fire Station #11, located at 3924 Blaze Drive, is approximately 4.3 miles from the study area. The MFRD can provide ISO Class One (1) fire protection.



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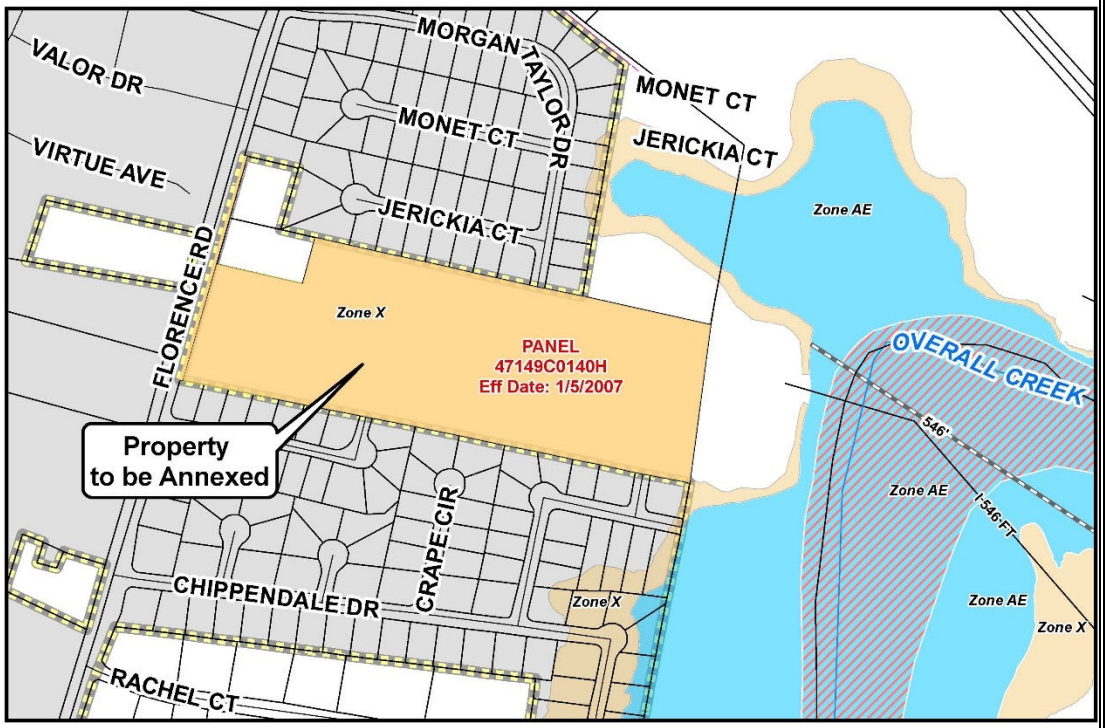
FLOODWAY

Overall Creek and its floodway are located to the east of the study area.

The study area is not located within a floodway, or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in hatch pattern and the 100-year floodplain boundary in blue.



City of MURFREESBORO TENNESSEE

Annexation Request for Property and Right Of Way along Florence Road

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 3713
www.murfreesborotn.go

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

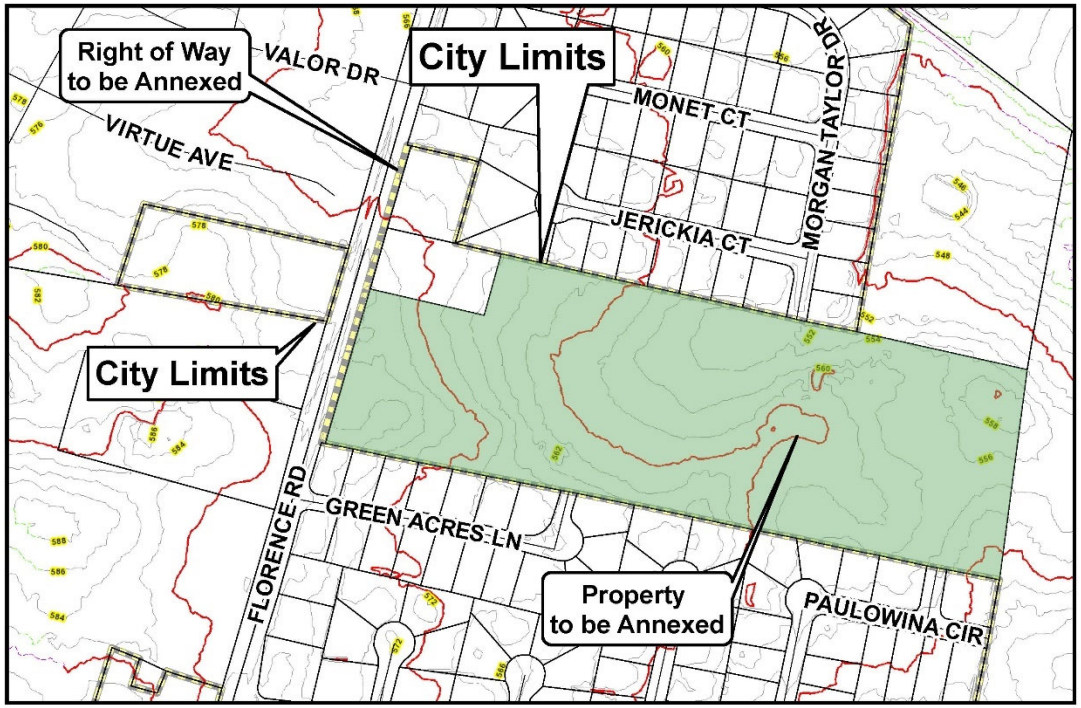
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area.

A review of the regional drainage patterns indicates the study area generally drains to the northeast and ultimately discharges to Overall Creek to the east. A traditional surface drainage system was installed in the Study Area with the reconstruction of Florence Road. This drainage system provides a surface drainage outlet for the western portion of the study area and ultimately discharges to Overall Creek to the east. This system does not appear to provide an outlet to serve all of the study area as portions of the study area are lower than the inlet elevation of this system

Future development plans should address the existing drainage conditions and anticipate on-site stormwater management. It will be the future developer's responsibility to investigate potential drainage plans and secure any off-site routes with consent and/or easements. Any new public drainage facilities proposed to in the future must meet City standards.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



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STORMWATER MANAGEMENT

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 1 single family residence and will generate approximately $39 per year in revenue for the Stormwater Utility Fee. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed CF (commercial Fringe District) for 2.1 acres and RS-6 (Single-Family Residential District, 6000 sf lots) for 16.7 acres, it is anticipated that it will be fully developed with 51 single family detached units and 2 commercial lots. Based on this development scenario, the future development of the study area will result in approximately $2,800 additional revenue per year into the Stormwater Utility Fund upon full buildout.

Public Drainage System

No new public drainage facilities are included in the study area. Access to public drainage facilities is within the right-of-way of Florence Road. Annualized maintenance costs for drainage systems incidental to the roadways are included within the roadway maintenance costs and are anticipated to be paid from the Stormwater Utility Fee. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage System

A review of the regional drainage patterns indicates the Study Area generally drains to the northeast and ultimately discharges to Overall Creek to the east.

A traditional surface drainage system was installed in the Study Area with the reconstruction of Florence Road. This drainage system provides a surface drainage outlet for the western portion of the Study Area and ultimately discharges to Overall Creek to the east. This system does not appear to provide an outlet to serve the entirety of the Study Area as some portions of the study area are lower than the inlet elevation of this system.

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PLANNING, ENGINEERING, AND ZONING SERVICES

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

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected. A preliminary inspection by the Codes Department indicated high grass and weeds, which must be cut to City standards if the property is annexed.

GEOGRAPHIC INFORMATION SYSTEMS

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

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RESOLUTION 21-R-A-41 to annex approximately 19 acres located along Florence Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Sharon Arnette, Cynthia Williams, and Deborah Cohen, applicants [2021-512].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 21-R-PS-41** on February 3, 2022; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 3, 2021 and November 17, 2021 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 21-OZ-41,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

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

SEAL

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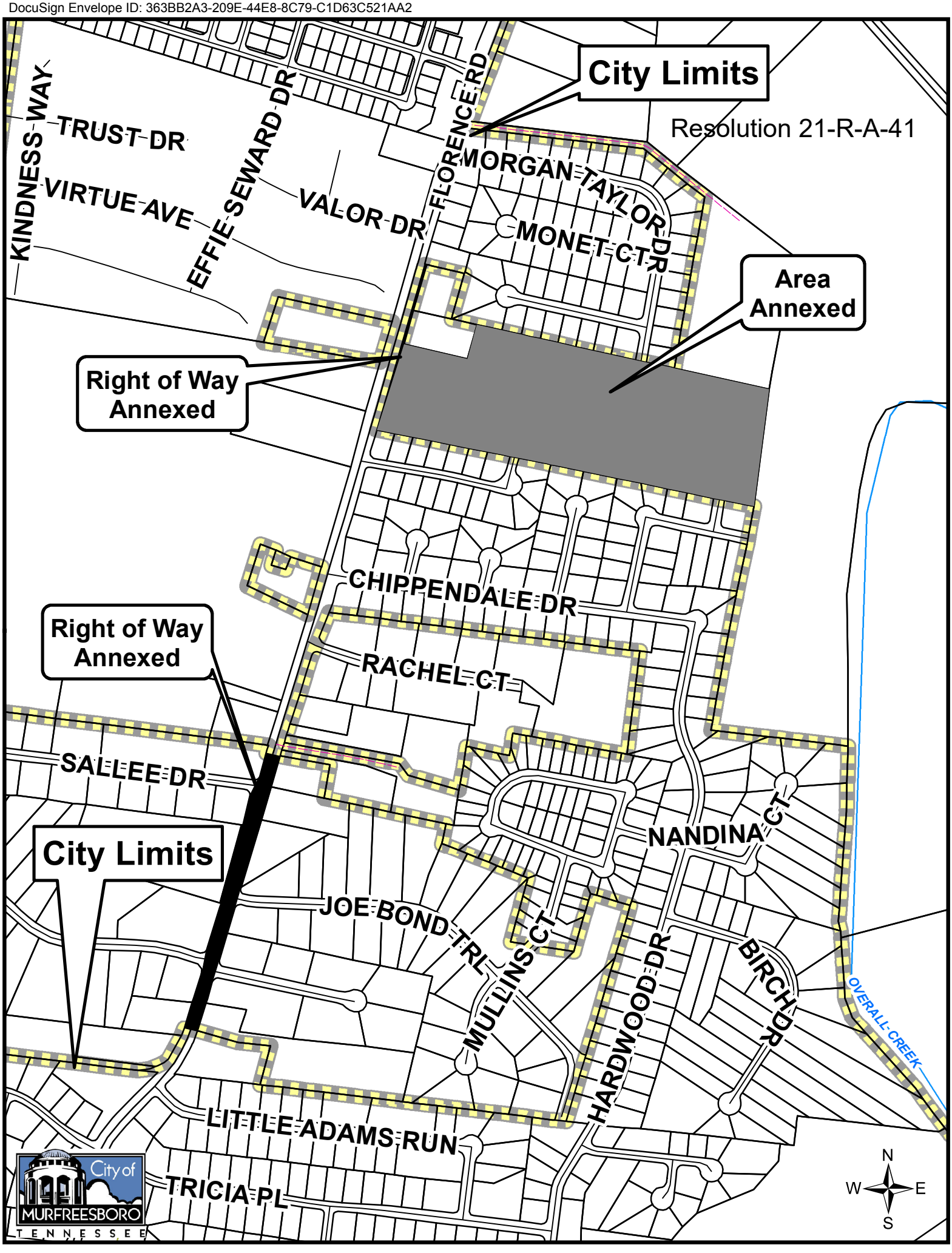


MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 17, 2021

PRINCIPAL PLANNER MARGARET ANN GREEN

5.b. Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant.

Introduction

The subject property is located along the east side of Florence Road, just south of the Florence Green subdivision and north of Cherrywood Estates (Tax Map 071, Parcel 015.00). The property is located within the unincorporated area of Rutherford County and is zoned RM (Medium Density Residential). The property consists of one parcel that has one, existing single-family house. The surrounding properties are mostly developed, single-family subdivisions; notable exceptions are to the west side of Florence Road which include large acres of properties not yet developed but zoned CF (Commercial Fringe District), RS-A Type 2 (townhomes), and RS-6 (Single-Family, Residential District, 6,000 square foot minimum lot size). The subject property is located just west of Overall Creek and its floodway.

Zoning:

The applicant, Alcorn Properties, is requesting to zone 16.7 acres of the subject property to RS-6 and 2.1 acres to CF simultaneous with annexation. The proposed zoning has the potential for approximately 51 single-family, detached residential lots and 2 commercial lots.

In the RS-6 district, lots are required to have a minimum lot size of 6,000 square feet and a width of 50-feet. The Zoning Ordinance requires the facades of principal structures to consist primarily of brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25% of any façade. Also, in the RS-6 district, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage in the RS-6 district shall have sufficient width and depth to accommodate four vehicles. A single- family dwelling unit that has no garage shall have a minimum front setback of 35 feet.

The existing single-family house is located approximately 100-feet from Florence Road, within the area proposed to be zoned CF. The use as a single-family residence will become a lawfully established, non-conforming use if rezoned. Development of this property should include the removal or demolition of the structure to prevent its reuse of it as a commercial use.

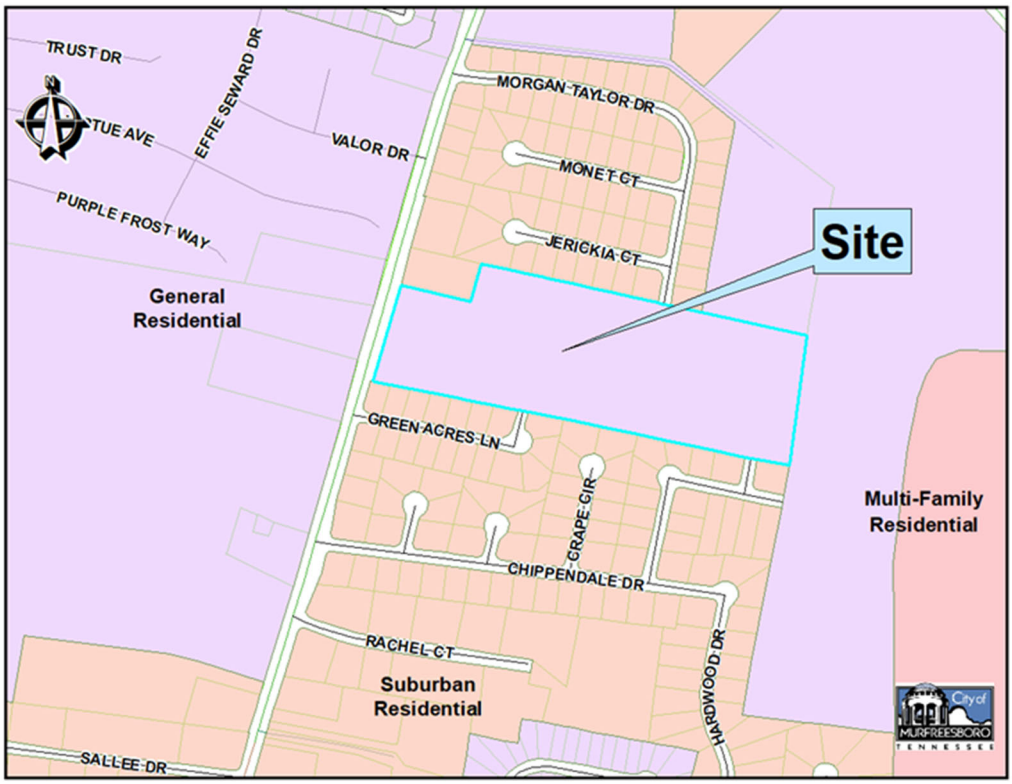
Transportation & Drainage:

The City's Major Transportation Plan proposes a 5-lane street across this property that will connect Old Nashville Highway to Florence Road (Cherry Lane Extension STI 8). The Cherry Lane extension is identified as a short-term improvement, 5-lane roadway with a bridge and overpass bounded by Broad Street at Cherry Lane to Florence Road. The total cost is identified as $53,282,270. The development of this subject property will be required to dedicate the necessary right-of-way and a construction of a portion of the street that is within the property.

The study area generally drains to the northeast and discharges to Overall Creek to the east. A traditional surface drainage system was installed within the study area with the reconstruction of Florence Road. This drainage system provides a surface drainage outlet for the western portion of the study area and ultimately discharges to Overall Creek to the east. This system does not appear to provide an outlet to serve all of the Study Area as portions of the Study Area are lower than the inlet elevation of this system

Future Land Use Map

The future land use map of the Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates that *Suburban Residential (SR)* is the most appropriate land use character for the project area. As new development continues around the City's periphery, a lower density *Suburban Residential (SR*) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development or may also be smaller lots clustered around common open space.



The development type proposed within the RS-6 zone is not consistent with the Future Land Use Map's *Suburban Residential (SR)* character area. The RS-6 lots that typify this zoning district are smaller, medium-to-high density and do not serve as transitions from rural development. The RS-6 zoning is consistent with the *Auto- Urban (General) Residential*, characterized by single family dwelling units on smaller parcels. However, the future 5-lane street that will bisect this property should be considered a significate design constraint that limits the type of development possible on this property. It is also significant that, with this development plan, the developer will be responsible for dedicating right-of-way and constructing a portion of this transportation facility. Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM.

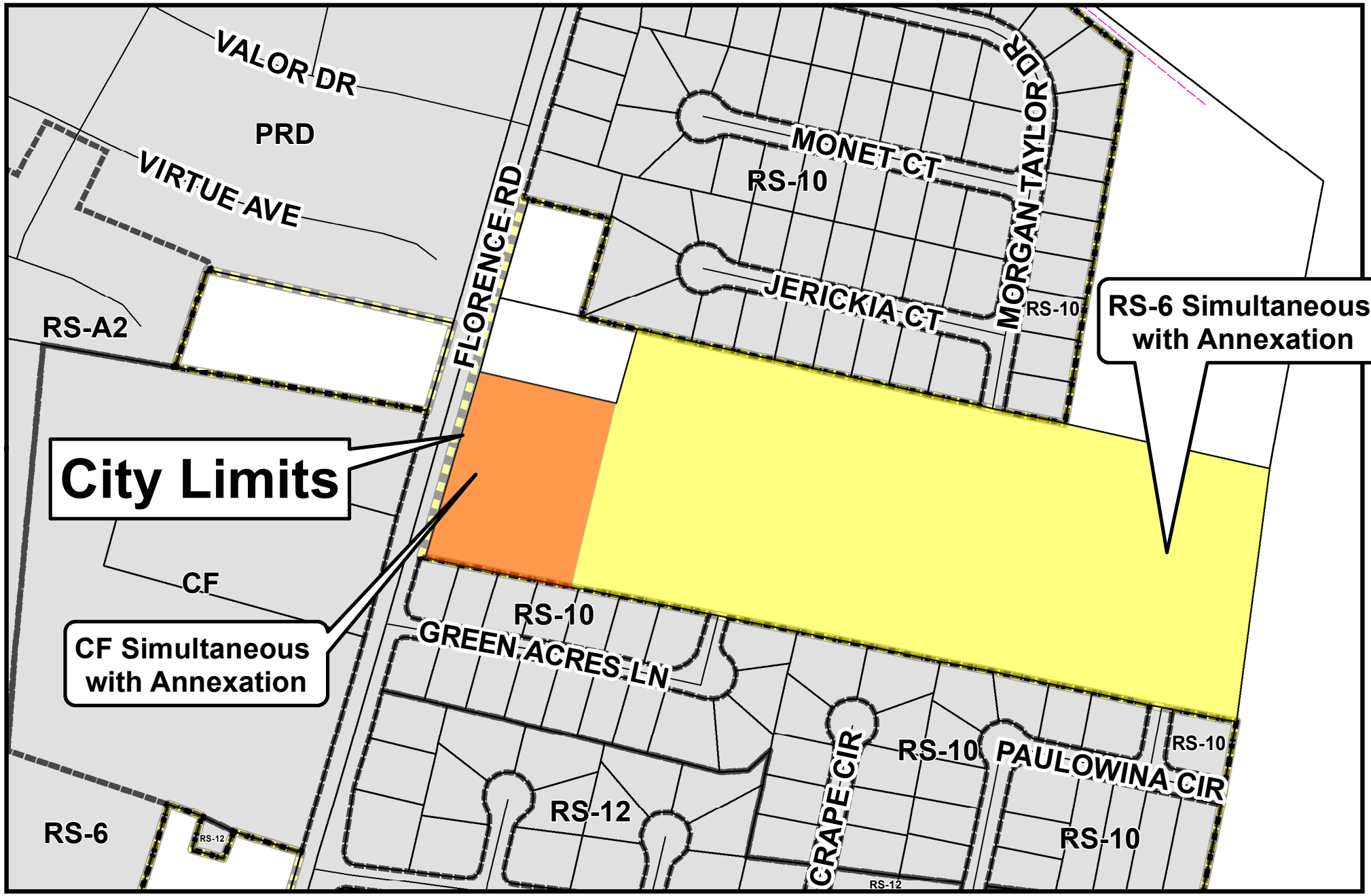
The development type proposed within the CF zone is also inconsistent with the Future Land Use Map's *Suburban Residential (SR)* character area. The CF district is intended to permit the development and continued maintenance of general commercial uses along highways and major arterial streets which tend not to be a nuisance to immediately surrounding residential development. It is also noteworthy that the properties located opposite of this property, west of Florence Road, are undeveloped properties zoned CF. Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM.

Recommendation:

Staff is generally supportive of this rezoning request for the following reasons:

1. The development of this property will participate in dedicating and constructing a portion of right-of-way identified as a short-term improvement on the City's Major Transportation Plan.
2. The City Council will enter into a contractual obligation with the property owner that will also require development to meet design standards for the RS-6 property and exceed design standards for the CF properties; and
3. The portion of the property proposed for CF zoning will mirror future commercial across Florence Road as well as provide an opportunity for a Neighborhood Commercial Node.

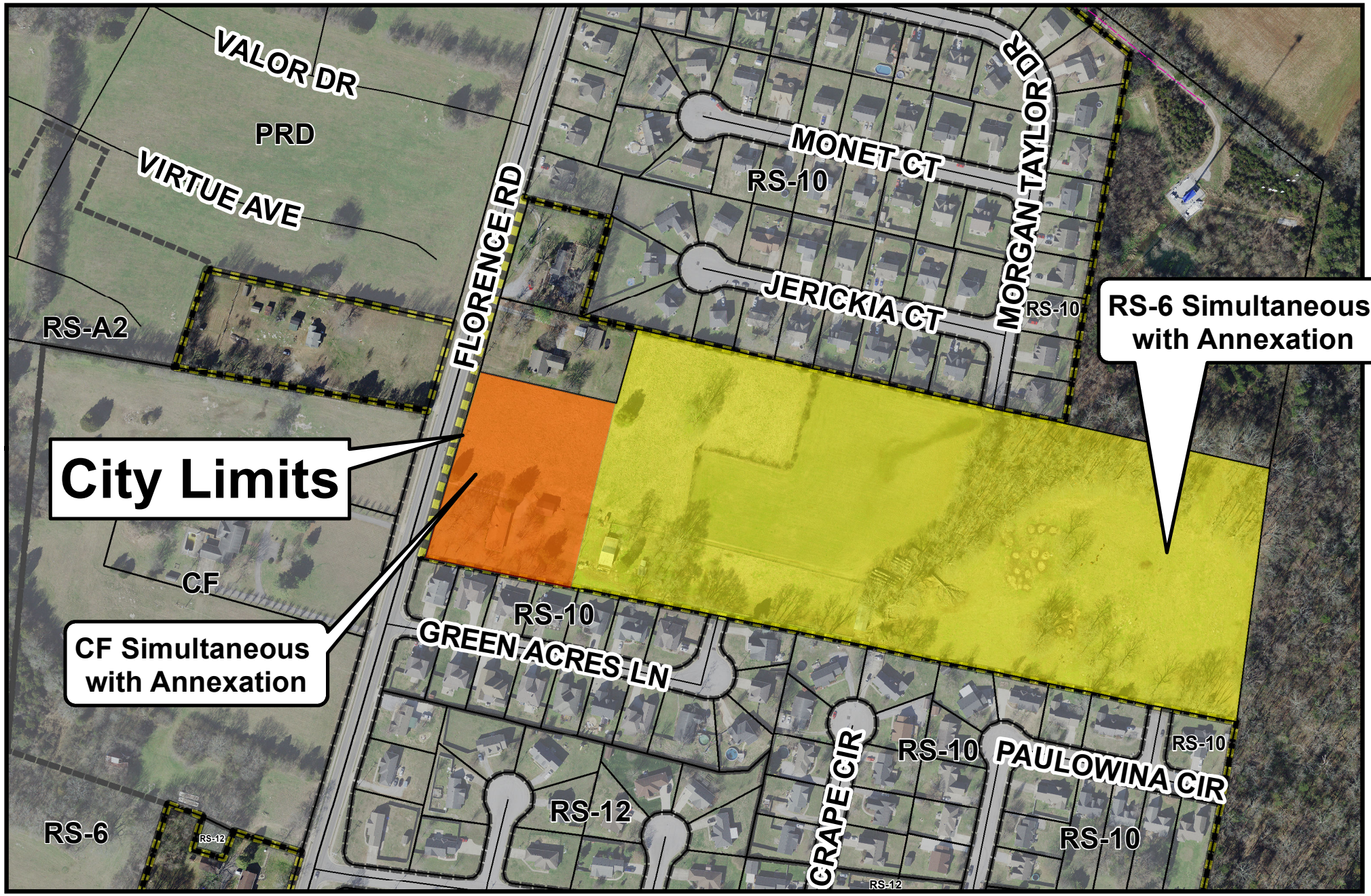
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council.



Zoning Request for Property along Florence Road
RS-6 and CF Simultaneous with Annexation

0 150 300 600 900 1,200 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property along Florence Road
RS-6 and CF Simultaneous with Annexation

0 150 300 600 900 1,200 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Alcorn Properties, LLC

Address: 4613 Veterans Pkwy City/State/Zip: Murfreesboro, TN 37128

Phone: 615-896-0091 E-mail address: David Alcorn, dalcornda@gmail.com
Kevin Atwood, kevin.atwood@slhtn.com

PROPERTY OWNER: Deborah Jackson Cohen, Sharon Jackson Arnette, & Cynthia Jackson Williams

Street Address or property description: 3616 Florence Road

and/or Tax map #: 071 Group: Parcel (s): 01500

Existing zoning classification: RM (Rutherford County)

Proposed zoning classification: CF / RS-6 Acreage: CF-2.85 ac / RS-6- 15.96

Contact name & phone number for publication and notifications to the public (if different from the applicant):

E-mail:

APPLICANT'S SIGNATURE (required): Kevin T. Atwood for Alcorn Properties, LLC

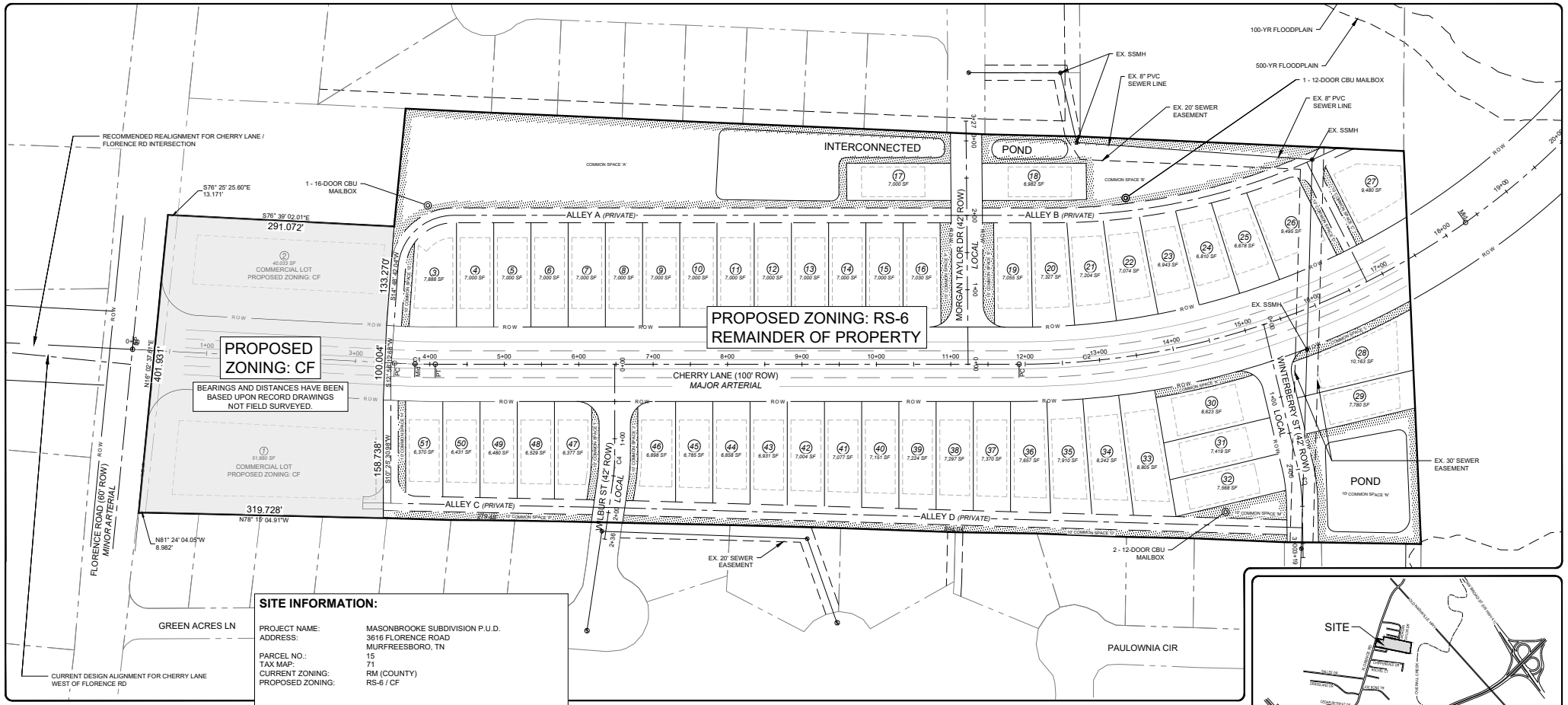
DATE: 9/13/21

*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018


PROPOSED ZONING: CF
BEARINGS AND DISTANCES HAVE BEEN BASED UPON RECORD DRAWINGS NOT FIELD SURVEYED.
PROPOSED ZONING: RS-6
REMAINDER OF PROPERTY
CHERRY LANE (100' ROW)
MAJOR ARTERIAL
ALLEY A (PRIVATE)
ALLEY B (PRIVATE)
ALLEY C (PRIVATE)
ALLEY D (PRIVATE)
MORGAN TAYLOR DR (42' ROW)
LOCAL
WILBUR ST (42' ROW)
WINTERBERRY ST (42' ROW)
FLORENCE ROAD (60' ROW)
MINOR ARTERIAL
INTERCONNECTED POND
POND
RECOMMENDED REALIGNMENT FOR CHERRY LANE / FLORENCE RD INTERSECTION
CURRENT DESIGN ALIGNMENT FOR CHERRY LANE WEST OF FLORENCE RD
GREEN ACRES LN
PAULOWNIA CIR
1 - 16-DOOR CBU MAILBOX
2 - 12-DOOR CBU MAILBOX
1 - 12-DOOR CBU MAILBOX
EX. SSMH
EX. 8" PVC SEWER LINE
EX. 20' SEWER EASEMENT
EX. 30' SEWER EASEMENT
100-YR FLOODPLAIN
500-YR FLOODPLAIN
S76° 25' 25.60"E 13.171'
S76° 39' 02.01"E 291.072'
N16° 00' 37.91"E 401.931'
N81° 24' 04.05"W 8.982'
319.728' N78° 15' 04.91"W
133.270' S14° 46' 48.48"W
100.004' S12° 46' 48.48"W
158.738' S10° 29' 30.91"W
S14° 46' 48.48"W
S3° 17' 02.32"W
S14° 26' 25.19"W
2.27'
3.00'
2x36
2x36
2x36

Suburban Residential Character (SR)

SUBURBAN RESIDENTIAL CHARACTER (SR)

This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space.

As in the case of many neighborhoods in Murfreesboro, particularly those in West Murfreesboro, or those that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space.

Development Types:

- Detached residential dwellings.
- Planned developments to provide other housing types (e.g., Auto-Urban attached residential) but with increased open space to preserve a suburban character setting.

Characteristics:

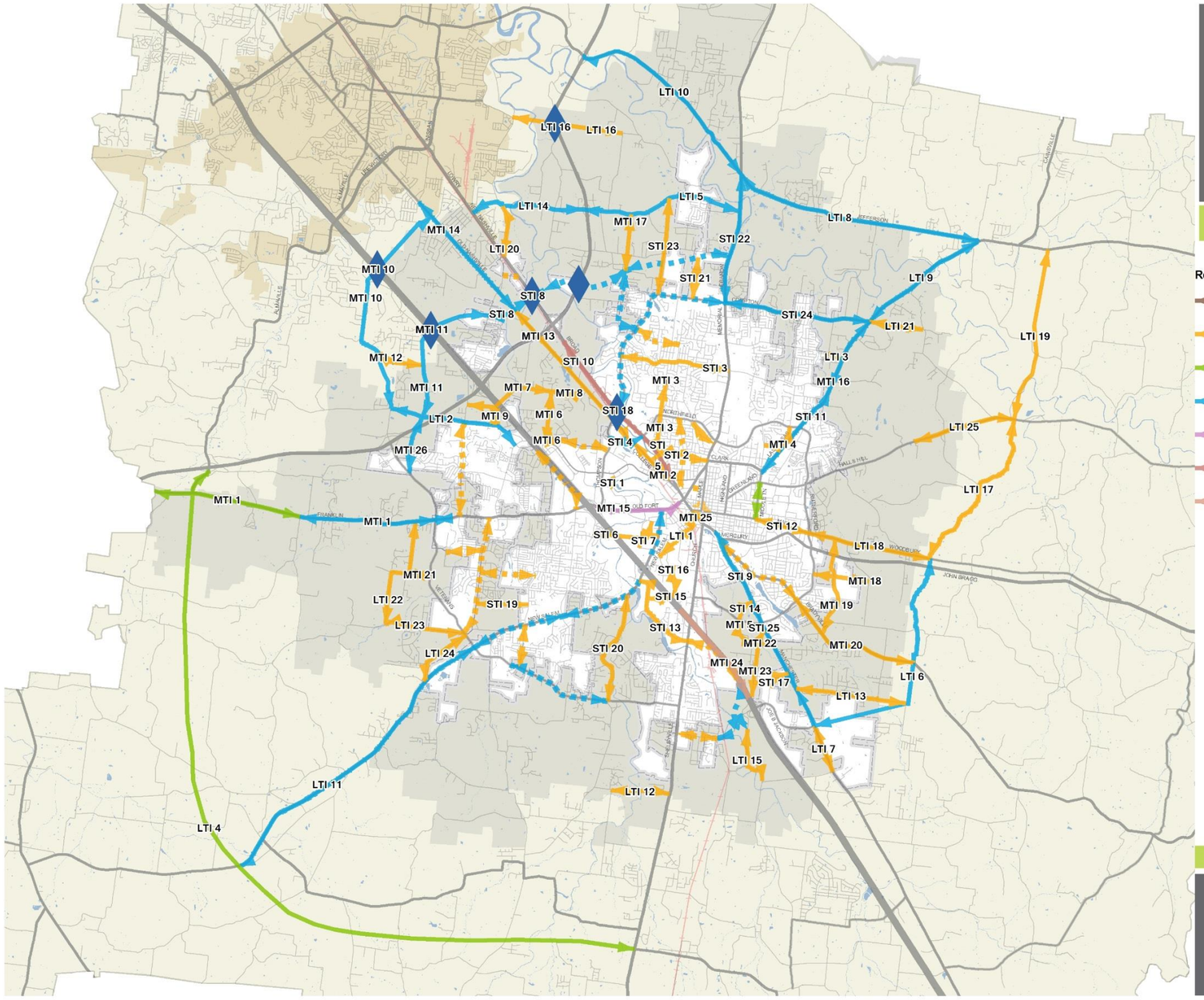
- Similar to Auto-Urban (General) Residential category, there is noticeable accommodation of the automobile on sites. Garages are typically integrated into the front facade of the dwelling with driveways on the side of homes or occupying a portion of the front yard space.
- Development options can be established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and buffering adjacent properties and roads.

Density / Height Guidelines:

- 2.0 to 3.54 dwelling units per acre (DU/ac).

City Zoning Districts:

- Single Family Residential Districts:
  - RS-15
  - RS-12
  - RS-10



2040 Major Transportation Plan

Figure 3.1:

Recommended Improvement Projects

- 2 LANE BRIDGE
- 3 LANE ROADWAY
- 4 LANE ROADWAY
- 5 LANE ROADWAY
- 6 LANE ROADWAY
- 7 LANE ROADWAY
- 8 LANE ROADWAY

Committed Improvement Projects

- 3 LANE ROADWAY
- 4 LANE ROADWAY
- 5 LANE ROADWAY
- Interchange Project
- City of Murfreesboro
- Urban Growth Boundary
- Rutherford County

MURFREESBORO 2035 Our Future Begins Now

LARGE MAP SCALE : 1:195,000

City of MURFREESBORO TENNESSEE

1/07/18

0 0.5 1 2 Miles

Client: City of Murfreesboro

Consultants: Kendig Keast Collaborative; Neel-Schaffer, Inc.; Smith Seckman Reid, Inc.

Primary Data Sources: City of Murfreesboro; Rutherford County; ESRI

Disclaimer: This map is provided for reference purposes only and is not suitable for legal, engineering or surveying purposes. The City makes no warranty concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. For confirmation or additional information, please contact the Murfreesboro Planning Department at (615) 893-6441 or ask for assistance from the Planning Staff.

Table 3.1: Recommended Short Term Improvement Projects

2040 MTP PRIORITY #	PROJECT NAME	PROJECT DESCRIPTION	TERMINI	TOTAL COST
STI # 1	Robert Rose Connector	Construct new 3 lane road	Robert Rose to Gateway Blvd.	$1,871,360
STI # 2	Clark Boulevard Widening	Widen to 3 lanes	Memorial to NW Broad St.	$7,376,200
STI # 3	Haynes Drive Widening	Construct new 3 lane road	Memorial to Thompson Ln.	$9,446,330
STI # 4	Northfield Boulevard Extension	Extend as 5 lane road w/ bridge	Northfield at Broad to Thompson Lane	$25,155,300
STI # 5	Clark Boulevard Extension	Extend as 3 lane road w/ bridge	Clark at Broad to West College St.	$12,856,095
STI # 6	River Rock & SR 99 Connector Road	Construct new 3 lane road w/ I-24 bridge	River Rock to New Salem Hwy. (SR 99)	$34,282,750
STI # 7	Molloy Lane Realignment & Widening	Realign Molloy Between Molloy & Bridge Ave.	Molloy to Bridge Ave.	$4,059,580
STI # 8	Cherry Lane Extension	Extend as 5 lane road w/ bridge and overpass	Broad @ Cherry Ln. to Florence Rd.	$53,282,270
STI # 9	SE Broad (US 41) Widening	Widen to 5 lanes	Maney to Rutherford Blvd.	$11,722,620
STI # 10	Broad Street Widening	Widen to 7 lanes	MCP to I-840	$35,574,740
STI # 11	New Lascassas Hwy. (SR 96) Widening	Widen to 5 lanes	Clark to DeJarnette Ln.	$14,923,860
STI # 12	Main Street Widening	Widen to 3 lanes	MT Blvd. to Rutherford Blvd.	$3,908,010
STI # 13	Warrior Drive Widening	Widen to 3 lanes	US 231 to SR 99	$5,944,520
STI # 14	Rutherford & Broad Connector Road	Construct new 3 lane road	SE Broad to Rutherford Boulevard	$4,696,130
STI # 15	Rutherford Blvd Extension	Extend as new 3 lane road w/ I-24 bridge	Rutherford to Warrior Dr.	$22,854,700
STI # 16	Rutledge Boulevard Extension	Extend/reconstruct as 3 lane road	Middle TN to Rutherford Extension	$5,134,850
STI # 17	Elam Farms Pkwy. Extension	Extend as new 3 lane road	Elam Farms Pkwy. termini to US 41	$2,029,430
STI # 18	Broad & Thompson Separated Grade	Build SPUI at Broad & Thompson	N/A	$58,180,020
STI # 19	Salem Cove Lane Extension	Extend Salem Cove Lane as 3 lane road	Salem Cove termini to Rucker Ln.	$4,188,360
STI # 20	Barfield Road Widening	Widen to 3 lanes	SR 99 to Veterans Pkwy.	$11,467,720
STI # 21	New North/South Road	Construct new 3 lane road	Thompson to Cherry Ln. Extension	$4,125,890
STI # 22	Memorial Blvd. Widening	Widen to 5 lanes	Thompson to Jefferson Pk.	$15,567,080
STI # 23	Leanna Road Widening	Widen to 3 lanes	Thompson to Leanna Swamp Rd.	$7,640,340
STI # 24	Compton Road Widening	Widen to 5 lanes	Memorial to Lascassas Pike	$16,048,350
STI # 25	SE Broad (US 41) Widening	Widen to 5 lanes	Rutherford to Joe B. Jackson Pkwy.	$15,910,260
			TOTALS…….	**$388,246,765**

Recommended Improvement Project
2040 Major Transportation Plan

Project Name:	Cherry Lane Extension	**2040 MTP Project ID:**	STI 8
Project Description:	Extend as 5 lane road w/ bridge and overpass from Broad Street to Florence Road		
Bike Master Plan Project ID: (1)	N/A	**2025 MTP Project ID:**	N/A
Project Length (miles):	1.10	**Average Daily Traffic Year 2014:**	0
Classification:	Major Arterial	**Average Daily Traffic Year 2040:**	13,827 - 20,218
Existing No. Lanes:	0	**Proposed No. Lanes:**	5
Existing Right-of-Way (ft.):	0	**Minimum Required Right-of-Way (ft.):** (2)	84

Adoption History	**Description**	**Date**	**Action**
	Staff presentation to joint City Planning Commission & City Council:	August 22, 2017	N/A
	Public Hearing conducted by PC:	November 8, 2017	Approved by PC and forwarded to City Council for ratification
	Considered by City Council:	November 30, 2017	PC approval ratified by City Council

Project Costs (in 2016 dollars)	**CY 2016-2024**	**CY 2025-2032**	**CY 2033-2040**
Preliminary Engineering ($)	$4,428,370		
Rights-of-Way ($)	$141,820		
Construction Engineering & Inspection ($)	$4,428,370		
Construction ($)	$44,283,710		
TOTAL	**$53,282,270**	**$0**	**$0**

Potential Funding Sources:	Local, Developer

NOTES:

1) Bike Master Plan Project ID contained in the 2013 City of Murfreesboro Greenways, Blueways, and Bikeways Master Plan

2) Minimum Required Right-of-Way outlined in the 2009 City of Murfreesboro Street Design Specifications

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 3, 2021

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Katie Noel, Project Engineer
Abraham Farias, EIT
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 13, 2021 Planning Commission meeting.

Ms. Jami Averwater moved to approve the Minutes of the October 13, 2021 meeting; the motion was seconded Mr. Chase Salas by and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

would address the impact with stormwater. Also, the City of Murfreesboro has plans for a five-lane roadway to be constructed thru the middle of this property.

There being no further discussion, Mr. Shawn Wright moved to continue the public hearing for the annexation petition and plan of services on November 17, 2021, the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None.

Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Kirk Brock, 107 O'Shea Court – Had questions about the proposed development, including setbacks.

2. Mr. David Alcorn (applicant) – Stated that the proposed development is for 49 residential lots. No driveways would be permitted along the new five lane road. Exterior materials would consist of stone, brick, and cementitious material. The CF zone would line up with the CF property across the street.

Ms. Margaret Ann Green came forward stating this zoning application is for only the boundaries of the requested property. It does not include any dedication for additional right-of-way from other property owners.

There being no further discussion, Mr. Warren Russell moved to continue the public hearing for the zoning application on November 17, 2021; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services.

There being no further discussion, Vice-Chairman Ken Halliburton moved to continue the public hearing for the annexation petition and plan of services on November 17, 2021; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 17, 2021

1:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

STAFF PRESENT
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Teresa Stevens, Sign Administrator
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings.

Ms. Jami Averwater moved to approve the Minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance

Jami Averwater

Rick LaLance

Chase Salas

Warren Russell

Shawn Wright

Nay: None.

Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

1. **Ms. Judy Teter, 5131 Jerickia Court** – asked how close would the houses be from the property line and whether the proposed homes would be detached single family homes or townhomes.
2. **Ms. Rochelle Cartwright, 5143 Jerickia Court** – asked about school zoning for the proposed homes.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green addressed the questions that were asked by the speakers.

Mr. David Alcorn (applicant), 4613 Veterans Parkway- explained that he is working with the City regarding a roadway agreement for the Cherry Lane extension through this property. He then addressed details about the proposed development.

Mr. Rick LaLance had questions regarding the Commercial Fringe (CF) zoning request and wanted to know what type uses would be permitted. Ms. Green explained that Staff

felt the CF zone would fit well as a commercial node due to a proposed five lane road close to a residential area. She explained the surrounding area includes a CF zone parcel across the street from this property.

Mr. David Ives elaborated on why the right-of-way was included in the annexation.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

No one came forward to speak for or against the annexation petition; therefore, Chair Kathy Jones closed the public hearing.

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ORDINANCE 21-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 16.7 acres as Single-Family Residential Six (RS-6) District and approximately 2.1 acres as Commercial Fringe (CF) District, located along Florence Road; simultaneous with annexation; Alcorn Properties, Inc., applicant [2021-423].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Single-Family Residential Six (RS-6) District and Commercial Fringe (CF) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

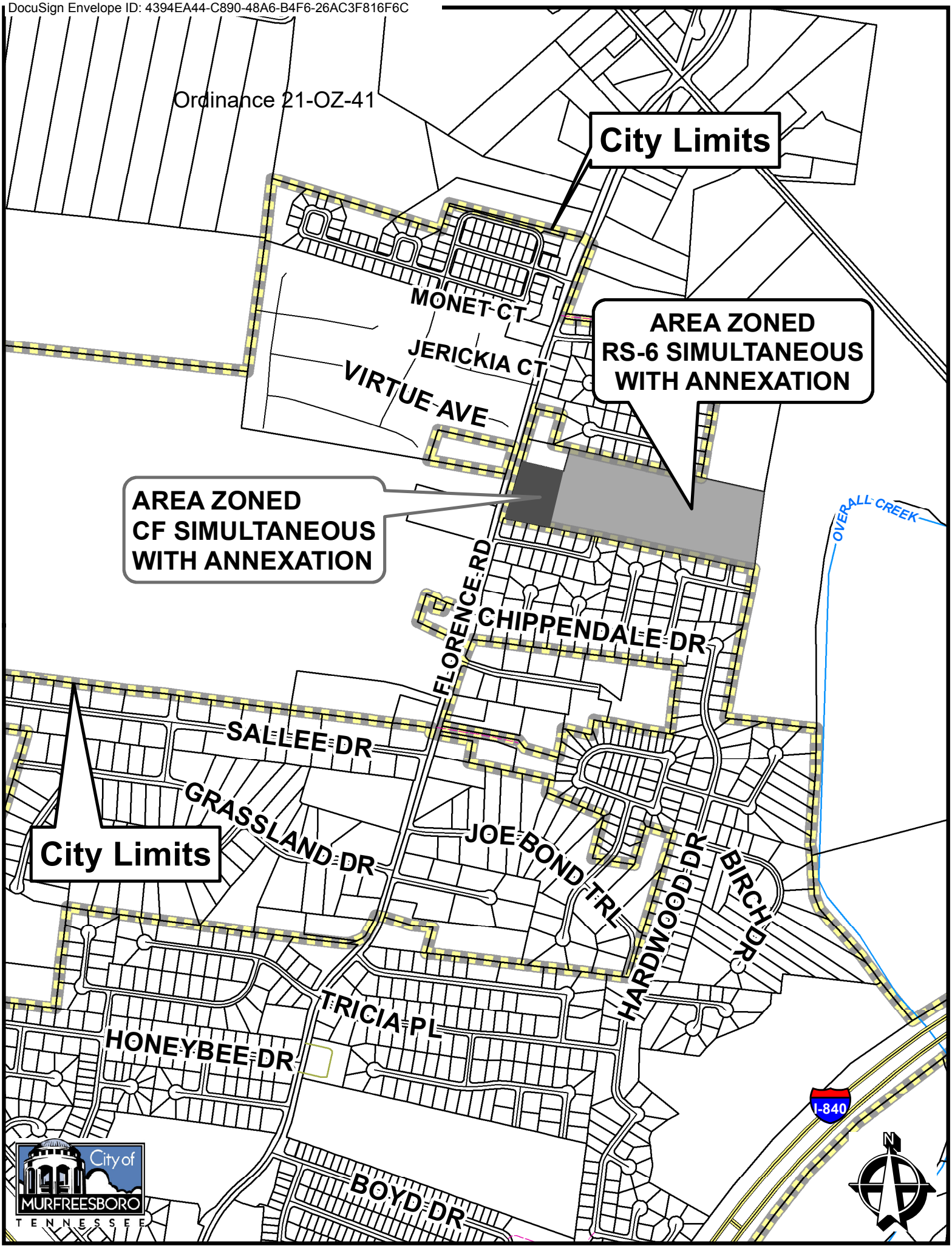
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: 4394EA44-C890-48A6-B4F6-26AC3F816F6C



COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Plan of Services, Annexation, and Zoning for property along New Salem Highway
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Annexation and zoning of approximately 25 acres located along New Salem Highway.

Staff Recommendation

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

Conduct a public hearing and enact the ordinance establishing the requested zoning.

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

Background Information

Salem Properties, Inc. has initiated a petition of annexation [2021-511] for approximately 25 acres located along New Salem Highway. The City developed its plan of services for this area. Additionally, Salem Properties, Inc. presented to the City a zoning application [2021-422] for the same 25 acres to be zoned CH (Commercial Highway District) and RS-8 (Single-Family Residential District 8) simultaneous with annexation. During its regular meetings on November 3, 2021 and November 17, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of commercial outparcels along New Salem Highway, which, upon development, could create jobs for the community and generate tax revenue for the City.

Attachments:

1. Resolution 21-R-PS-42

2. Resolution 21-R-A-42
3. Ordinance 21-OZ-42
4. Maps of the area
5. Planning Commission staff comments from the 11/17/2021 meeting
6. Planning Commission minutes from 11/03/2021 and 11/17/2021 meetings
7. Plan of services
8. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 17, 2021
PROJECT PLANNER: MARINA RUSH

5.c. Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant.

The property owner, Salem Properties, Inc., represented by Matt Taylor, SEC, is requesting to annex the property located at 6015 New Salem Highway into the City of Murfreesboro. The property is located along the east side of New Salem Highway and north of Clearidge Drive, and it is currently developed with one single-family dwelling. The property is 25 acres and is identified as Tax Map Parcel 123-013.02.

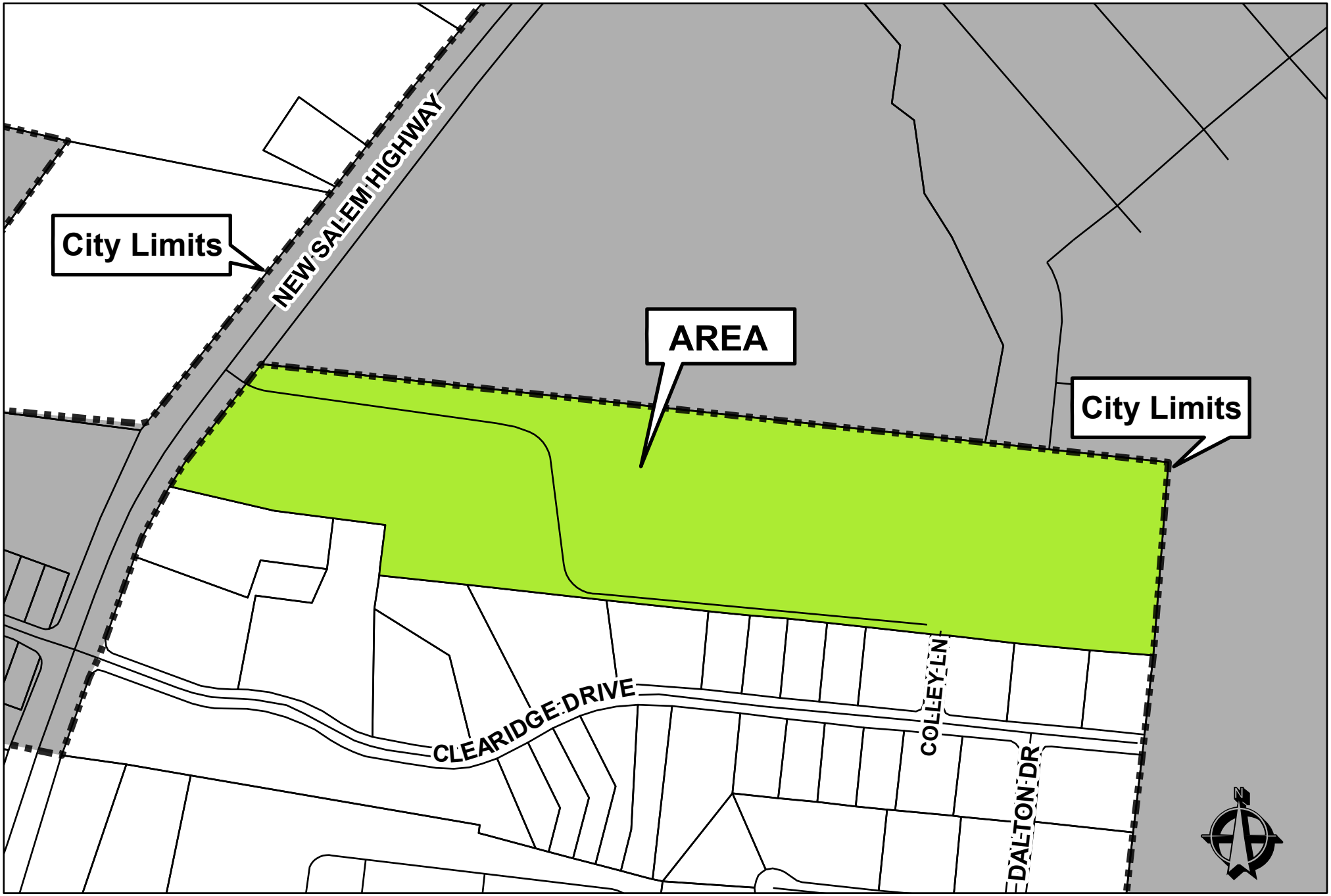
The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the north, east, and west property lines. The attached maps illustrate the annexation study area.

Simultaneous with the annexation application is a request to zone the property to Commercial Highway (CH) and RS-8 (Single Family Residential – 8,000 square feet minimum lot size). The commercial portion would be approximately 2.81 acres and the single-family residential portion would be approximately 22.15 acres. The zoning request is the next item on the agenda.

Staff has prepared a Plan of Services for the proposed annexation to study annexation of the property in its current state with one residence and for potential future commercial and residential development. It is attached to this staff report for the Planning Commission's review. City services can be provided to the study area upon annexation. It should be noted that the Murfreesboro Fire and Rescue Department will only be able to provide limited fire protection and first responder services to the existing house in the property's current condition, due to access and fire hydrant limitations. When future development on the property occurs, however, the access and fire flow limitations referenced above will be resolved, so that ISO Class 1 Fire protection can be provided, and First Responder service will be enhanced.

Action Needed:

The Planning Commission will need to conduct a public hearing and then discuss this matter, after which it will need to formulate a recommendation to the City Council.

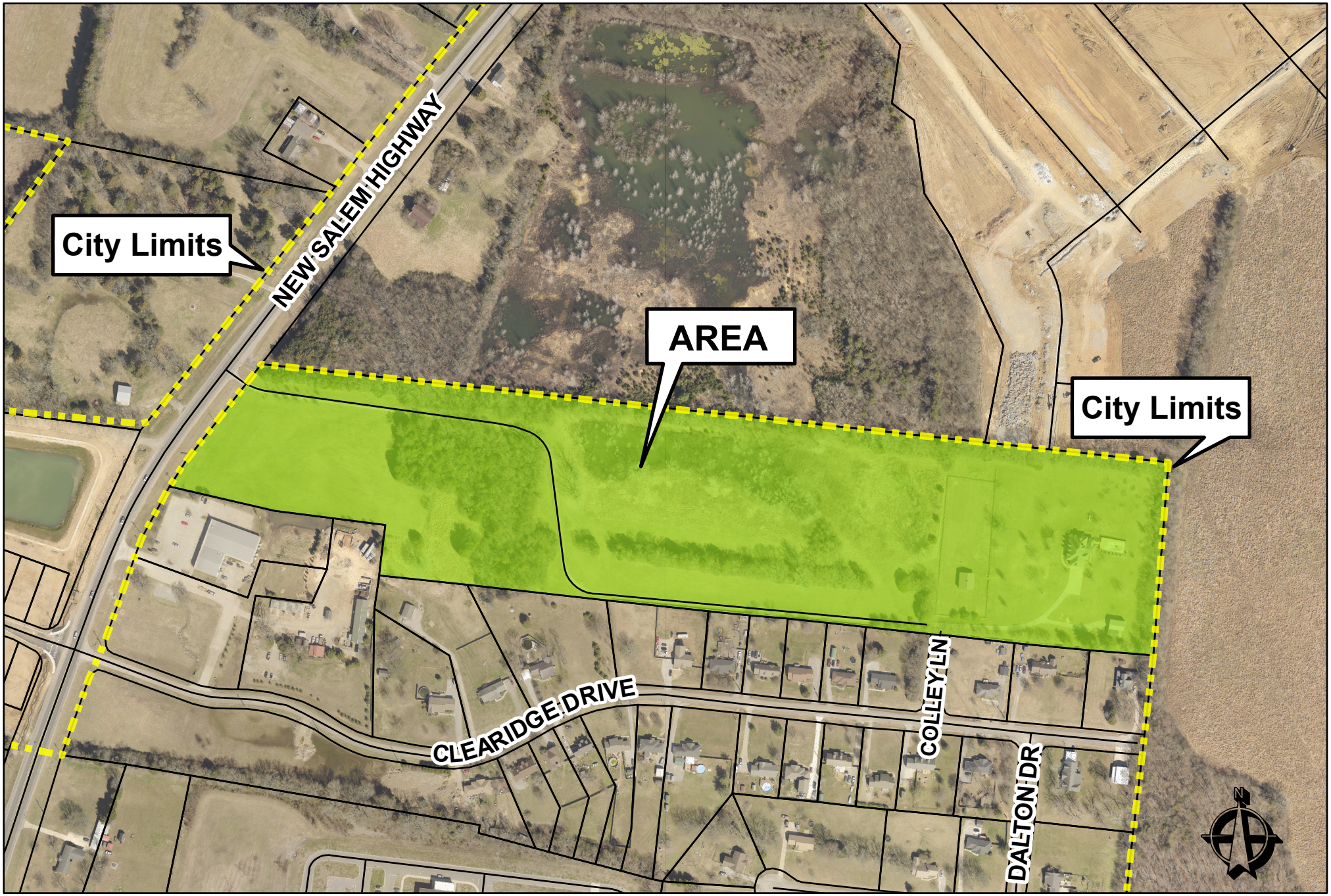


City of MURFREESBORO TENNESSEE

Annexation Request for Property along New Salem Highway

0 165 330 660 990 1,320 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of MURFREESBORO TENNESSEE

Annexation Request for Property along New Salem Highway

0 165 330 660 990 1,320 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Salem Properties, Inc.
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Mukesh Chaudhary Status: President Date: 09/14/2021

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

212 S. Horton Pkwy, Chapel Hill, TN 37034
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

Murfreesboro GIS Data

9/16/2021, 7:38:25 AM

ORTHO_2021

Red: Band_1

Green: Band_2

Blue: Band_3

Parcels

Streets

Private

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Tennessee STS GIS,

City Of Murfreesboro IT Department

Esri Community Maps Contributors, Tennessee STS GIS, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Murfreesboro Water Resources Department, City of Murfreesboro, TN |

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 3, 2021

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Katie Noel, Project Engineer
Abraham Farias, EIT
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 13, 2021 Planning Commission meeting.

Ms. Jami Averwater moved to approve the Minutes of the October 13, 2021 meeting; the motion was seconded Mr. Chase Salas by and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Ms. Margaret Ann Green came forward stating this zoning application is for only the boundaries of the requested property. It does not include any dedication for additional right-of-way from other property owners.

There being no further discussion, Mr. Warren Russell moved to continue the public hearing for the zoning application on November 17, 2021; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services.

There being no further discussion, Vice-Chairman Ken Halliburton moved to continue the public hearing for the annexation petition and plan of services on November 17, 2021; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately 22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones explained that the map presented is showing RS-6 zone. However, the applicant has formally changed the request from to RS-8. Mr. Blomeley said that is correct.

Mr. Matt Taylor (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing.

1. Mr. Bryan Klein, 117 Clearidge Drive – Expressed concerns regarding traffic and drainage. He also requested that the applicant extend the existing fence further towards the residential properties near New Salem Highway.

Mr. Matt Taylor came forward stating that he would meet with Mr. Klein to discuss how they would be managing the stormwater for this proposal. Also, if the existing fence is on the property line the fence would normally stay in place.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 17, 2021

1:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

STAFF PRESENT
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Teresa Stevens, Sign Administrator
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings.

Ms. Jami Averwater moved to approve the Minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance

felt the CF zone would fit well as a commercial node due to a proposed five lane road close to a residential area. She explained the surrounding area includes a CF zone parcel across the street from this property.

Mr. David Ives elaborated on why the right-of-way was included in the annexation.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

No one came forward to speak for or against the annexation petition; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion. Mr. Chase Salas moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately 22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

RESOLUTION 21-R-PS-42 to adopt a Plan of Services for approximately 25 acres located along New Salem Highway; Salem Properties, Inc., applicant(s) [2021-511].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on November 3, 2021 and November 17, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on February 3, 2022, pursuant to a Resolution passed and adopted by the City Council on January 12, 2022, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on January 18, 2022; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-42**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

_____
Jennifer Brown
City Recorder

_____
Adam F. Tucker
City Attorney

SEAL

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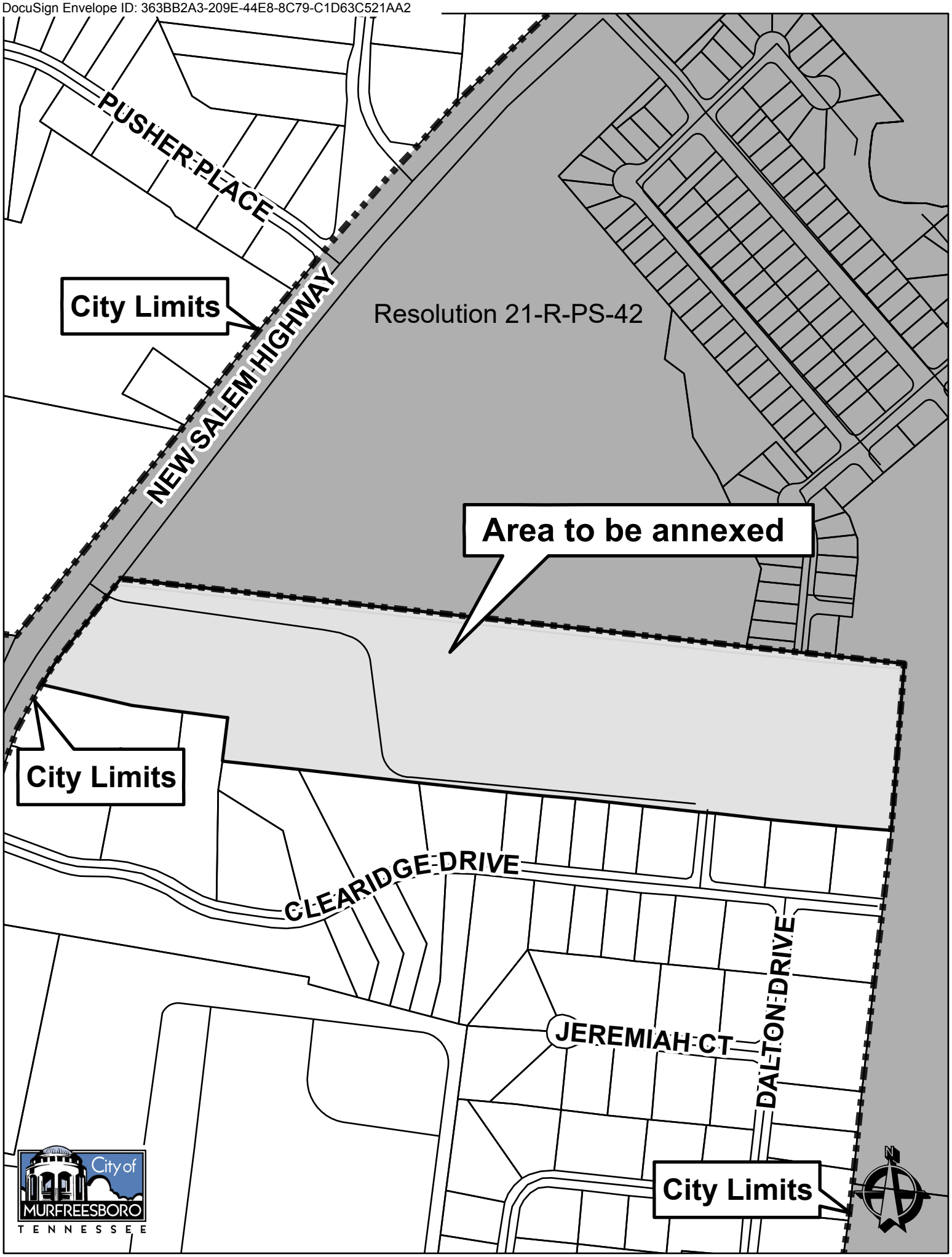

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Resolution 21-R-PS-42

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG NEW SALEM HIGHWAY INCLUDING PLAN OF SERVICES (FILE 2021-511)

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
NOVEMBER 3, 2021 and NOVEMBER 17, 2021

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

City of MURFREESBORO TENNESSEE

Annexation Request for Property along
New Salem Highway

0 165 330 660 990 1,320
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

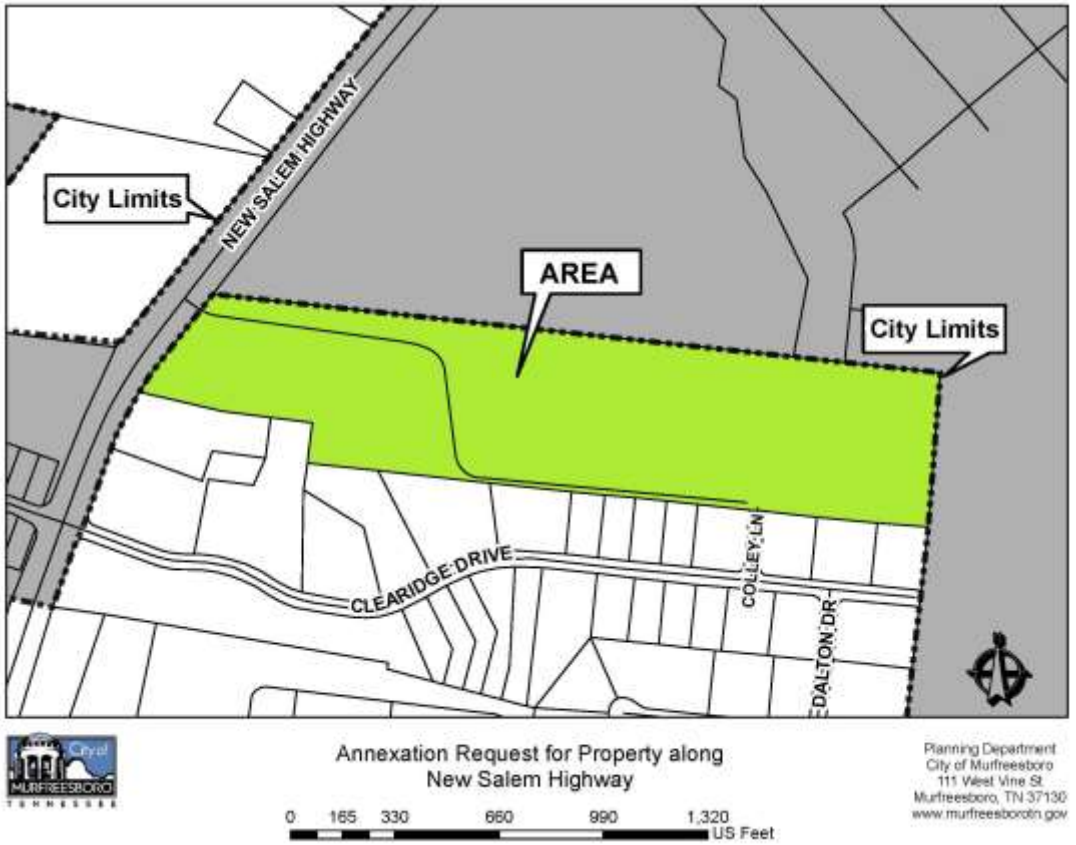
INTRODUCTION

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2

OVERVIEW

The property owner, Salem Properties, Inc., represented by Matt Taylor, SEC, is requesting to annex the property located at 6015 New Salem Highway into the City of Murfreesboro. The property is located along the east side of New Salem Highway and north of Clearidge Drive, and it is currently developed with one single-family dwelling. The property is 25 acres and is identified as Tax Map Parcel 123-013.02.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the north, east, and west property lines. The attached maps illustrate the annexation study area.



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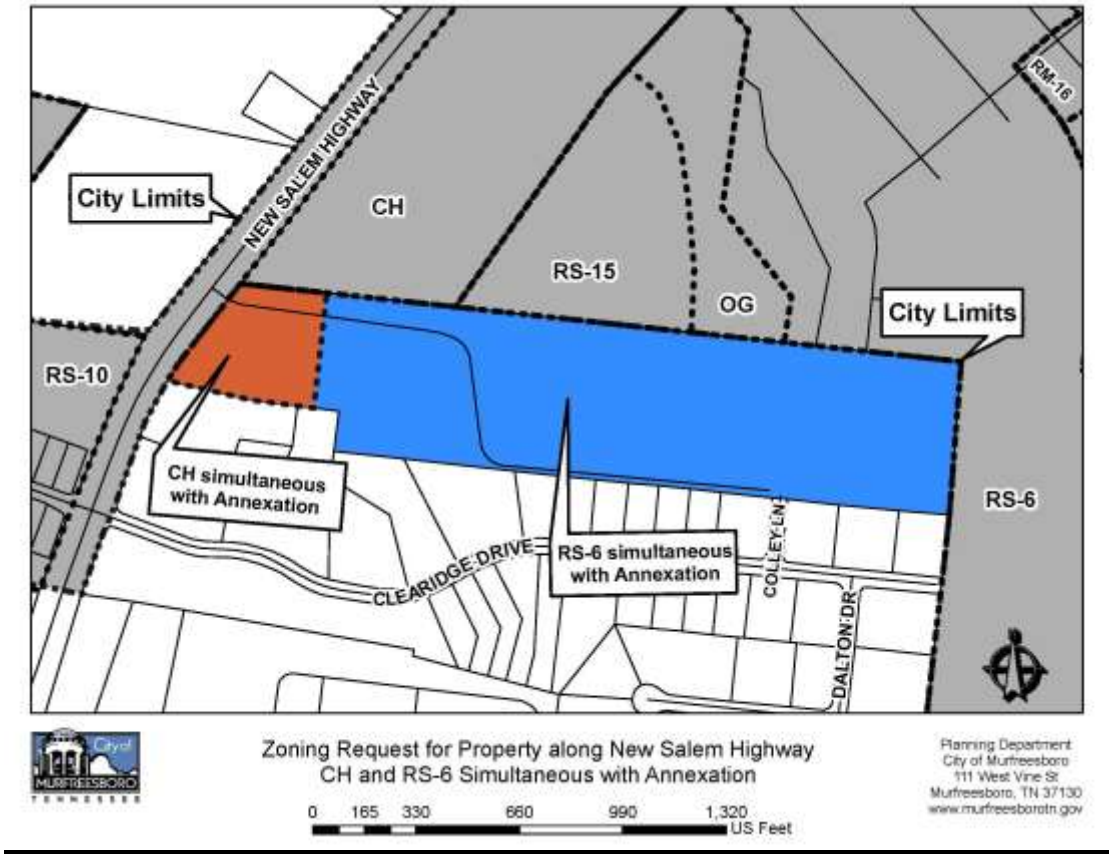
CITY ZONING

Salem Properties, Inc. submitted an application to zone the subject property to RS-8 and CH simultaneous with the annexation. The property is currently zoned RM (Residential Medium Density) in Rutherford County. The portion proposed for CH zoning is approximately 2.8 acres and located in the westerly portion of the property, along the frontage of New Salem Highway. The portion proposed for RS-8 is approximately 22.2 acres and is the remaining portion of the subject parcel extending to the east property line. The RS-8 zoning district permits single-family residential detached uses on lots of at least 8,000 square-feet.

The properties to the north are zoned CH, RS-15 and OG. The properties to the northeast are zoned RS-6 and RM-16. The RS-6 portion is approved and under construction for the Salem Landing Subdivision, and the RM-16 portion is being developed as Salem Landing Townhomes. To the west, along the west side of New Salem Highway, is zoned RS-10. The properties to the south are within an unincorporated portion of Rutherford County and zoned commercial and RM.



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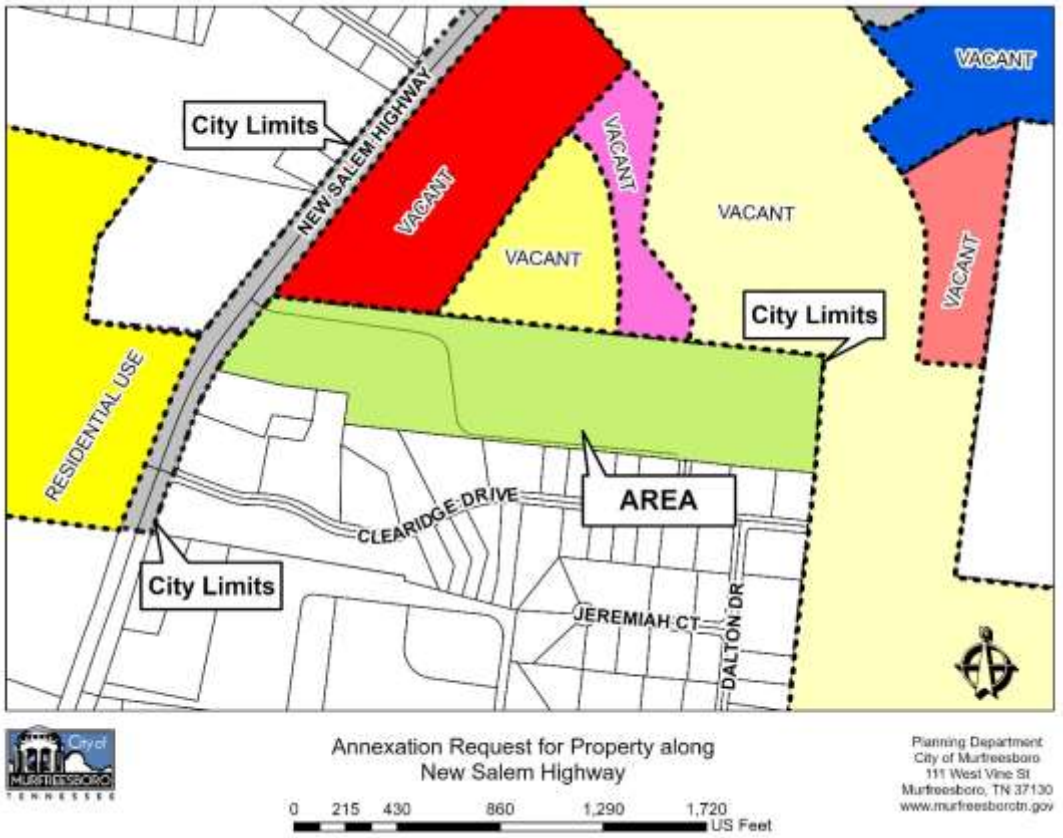
PRESENT AND SURROUNDING LAND USE

The study area is currently developed with one single-family residence. The adjacent properties are developed with a mixture of uses.

The properties directly to the north are presently undeveloped. The property to the northeast is approved and under construction for the Salem Landing Subdivision and the Salem Landing Townhomes. To the west, along the west side of New Salem Highway, is the Carlton Landing single-family subdivision.

The properties to the south are within an unincorporated portion of Rutherford County and are developed with a Dollar General, the Clearidge single-family residential subdivision, and further south are the Rockvale Middle and High Schools.



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TAXES AND REVENUE

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

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Salem Properties, Inc.	123-013.02	25	$75,800	$352,700	$115,475	$1,488.93

These figures are for the property in its current state and assessed at the residential rate of 25 percent. After this property is rezoned and when it is developed, an improvement value will be added, which will result in an increase to the City and County taxes.

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PLAN OF SERVICES

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POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation.

This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #2.

ELECTRIC SERVICE

Middle Tennessee Electric Membership (MTEMC) currently has service to the existing residence. MTEMC has the capacity to serve any proposed development as well. Any new electrical infrastructure installed will be required to adhere to MTEMC standards.

STREET LIGHTING

There are no streetlights along this segment of New Salem Highway currently. MTEMC can provide street lighting, as necessary, upon request by the City of Murfreesboro.

SOLID WASTE COLLECTION

The City can provide weekly curbside solid waste collection service immediately for the existing single-family residence upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Thursday, and the cost of the City provided cart is $53.30. The resident will be required to bring the cart to New Salem Highway in order to receive service.

When development occurs on the property in the future, the City will also be able to provide solid waste collection service and trash/debris removal. Any commercial development that occurs along the frontage would be required to use a private hauler for solid waste collection as the Solid Waste Department no longer services new commercial uses. It should be noted that continued development in the New Salem Highway area will further increase demands on the department's resources and will warrant additional equipment and staff at some point in the future.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be located in the Salem

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Elementary School zone, if annexed. The Salem Elementary School capacity is 1,080 students. The current enrollment for Salem Elementary for 2021-2022 is 1,109 students. Currently, there is one residence on the subject property and annexation of the property in its current state will have minimal impact on MCS. If residential units were to develop it could result in an increase of enrollment estimated to be between 30 to 54 additional students.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through New Salem Highway.

REGIONAL TRAFFIC & TRANSPORTION

The study area has access to New Salem Highway. New Salem Highway is proposed to be improved to a 5-lane street section by TDOT and is on the City's Major Transportation Plan. Any new connections to New Salem Highway must be approved by TDOT and the City Engineer. Any future public roadway facilities to serve the study area must be constructed to City standards.

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SANITARY SEWER SERVICE

The Murfreesboro Water Resources Department's (MWRD) current definition of "available" is defined as gravity sanitary sewer that is adjacent to the property line within an easement or in a public ROW. Currently, public sanitary sewer is available to the property. There is an existing 8" sewer main at the north property line near the rear of the property. However, this sewer manhole is not at a depth that would serve the entire property by gravity, so the Developer's Engineer of record would need to present to the Department a plan for serving the property with sewer. All main line extensions are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.

The property is within the Overall Creek and Rockvale Sanitary Sewer Assessment Districts. The standard connection fee per single family unit (sfu) is $2550 or equivalent. The Assessment fees are in addition to the standard fee in the amount of $1000/sfu and $1550/sfu respectively. When the Rockvale Assessment District was formed, the design engineer assumed an average development within the basin of 2.72 sfu/acre and within this there was 245 acres at an assumed RS-10 zoning at 3.5 sfu's/acre and 133 acres at an assumed Multi-family zoning at 12 sfu's/acre.

With regard to the request for zoning of RS-8 in the rear and Commercial Highway (CH) along the frontage in relation to the Sewer Allocation Ordinance, the allotted number of sfu's/acre are 7 and 2.5 respectively. To reserve capacity for the development, a "will serve letter" request must be submitted to the Department and staff will respond with the requirements to reserve.

Per the most recent sewer connection model of the system, Basin 13A currently has capacity for 608 connections. By committing sewer service to potential development on this property, staff has determined that Basin 13A's sewer connection capacity could possibly be reduced by roughly 135 connections +/-, resulting in 473 available connections for future developments. There are improvements planned to the Overall Creek Pump Station that would bring the available connections to 4382.

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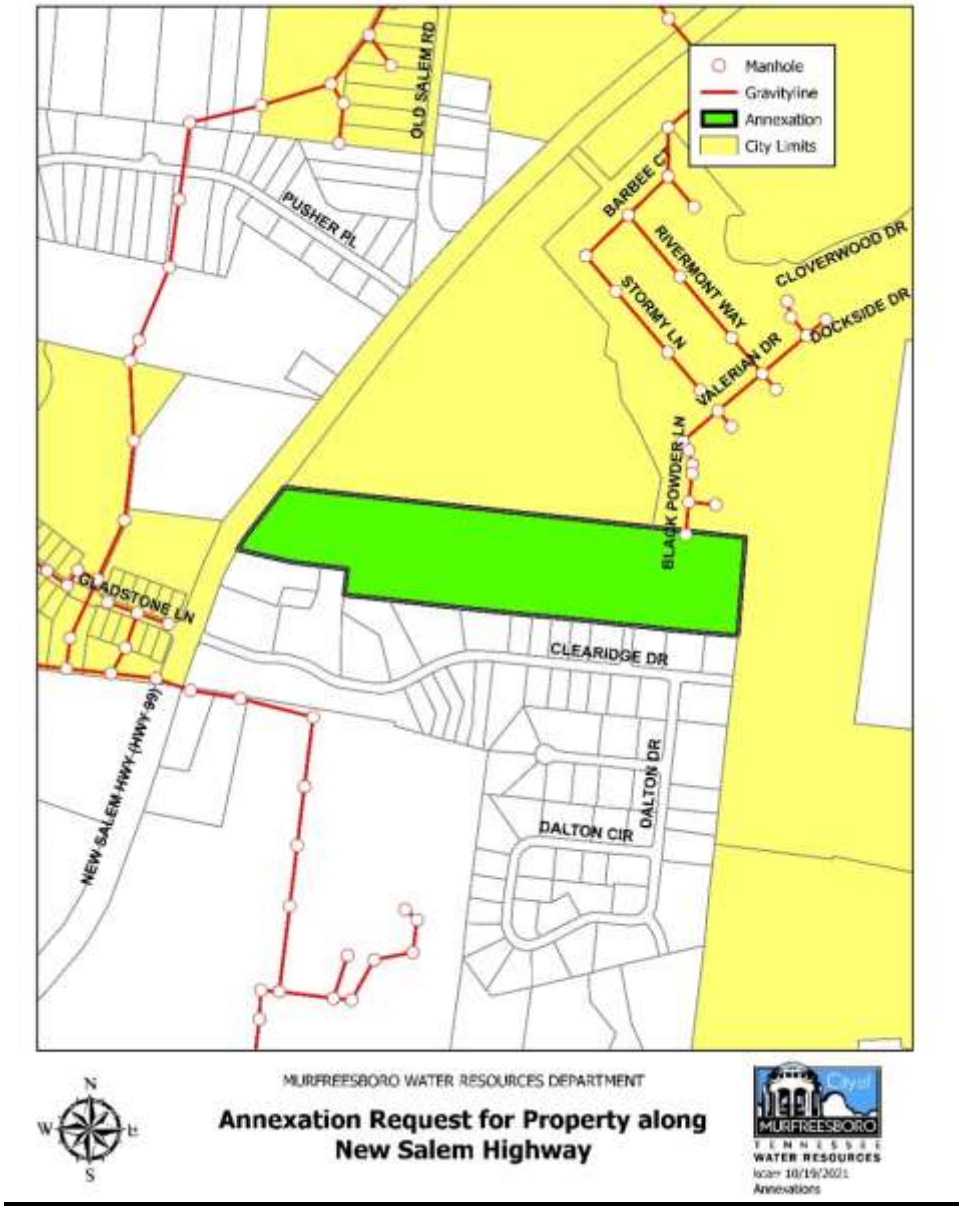
SANITARY SEWER SERVICE (cont.)

Sanitary Sewer Service Map:



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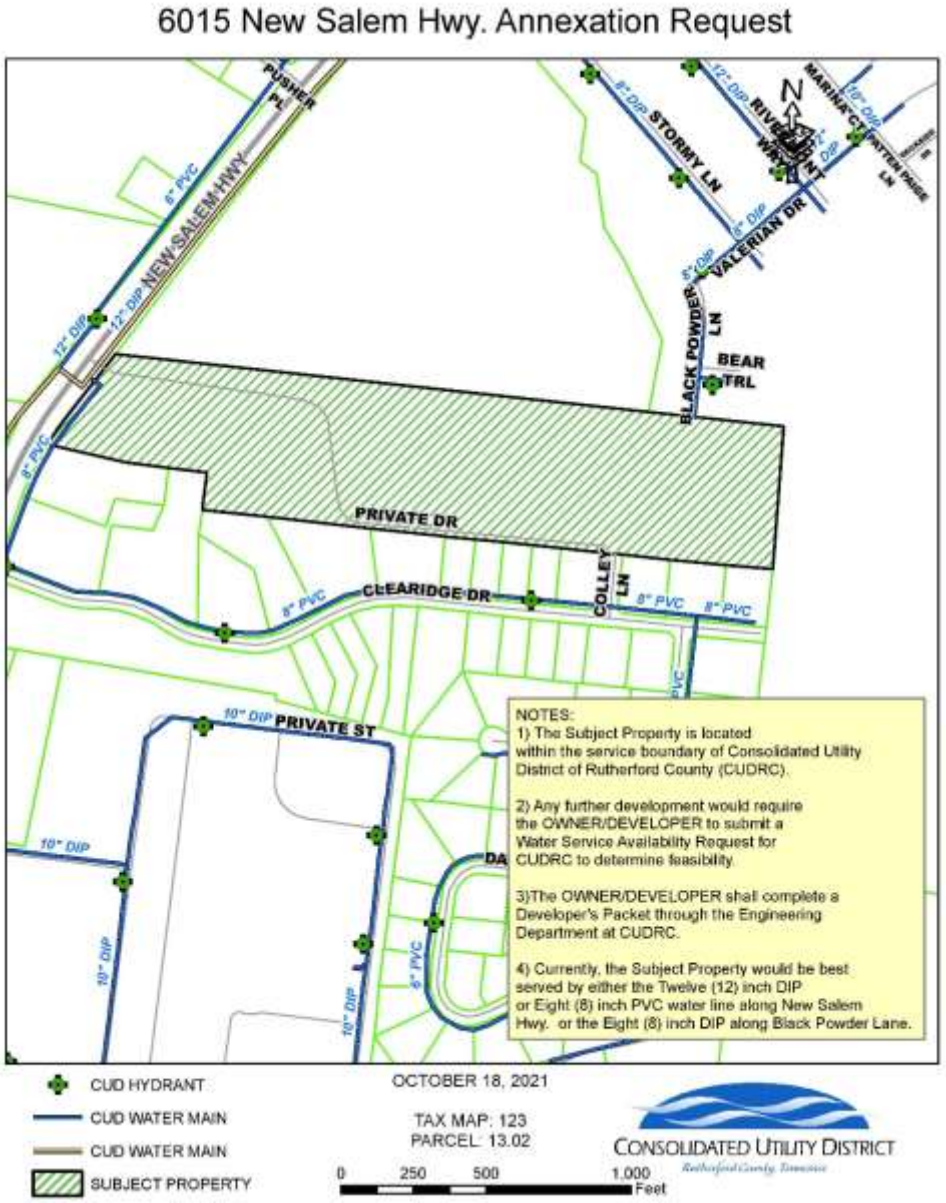
WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 12-inch ductile iron water main (DIP) and an 8-inch line are located along New Salem Highway in front of the study area, and an 8-inch DIP is located along Black Powder Lane near the rear of the study area.

These water lines can serve the annexation study area and the future development, as illustrated in the attached exhibit and they would be the responsibility of the developer to construct.

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



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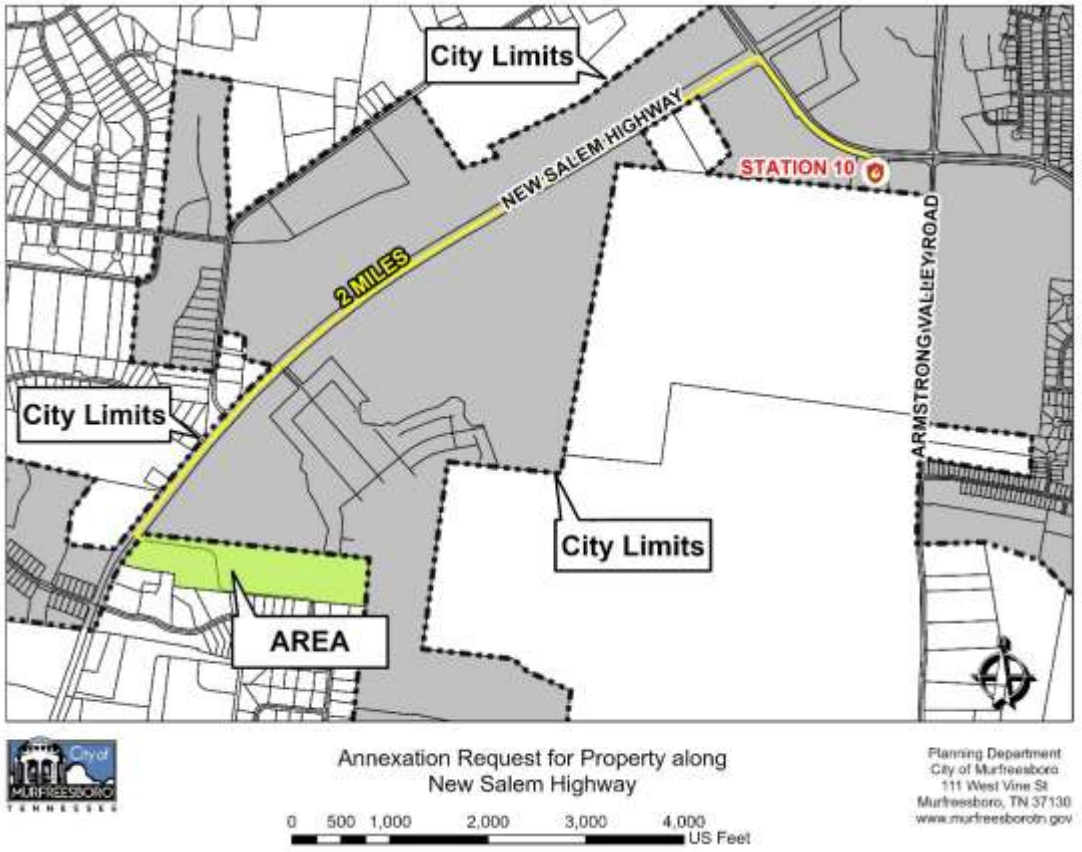
FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency first responder and fire protection services to the property immediately upon the effective date of annexation. However, access to the house and accessory structures is limited due to the current condition of the driveway and periodic flooding of the driveway. In addition, fire hydrant access for the existing house is also limited and/or unavailable. Under current conditions, the above factors will limit MFRD in delivery of its typical ISO Class 1 fire protection service and standard First Responder services. Computer Aided Dispatch run notes will need to be added upon annexation to let responders know of limitations and other needed support, such as a Rutherford County tanker truck being dispatched to assist.

For future development of the study area, required fire protection will need to be installed when it develops. When future development occurs, the access and fire flow limitations referenced above will be resolved, so that ISO Class 1 Fire protection can be provided, and First Responder service will be enhanced.

Currently the study area is located 1.9 miles from Fire Station #10 (Veterans Parkway) and 5.1 miles from Fire Station #9 (Cason Lane). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



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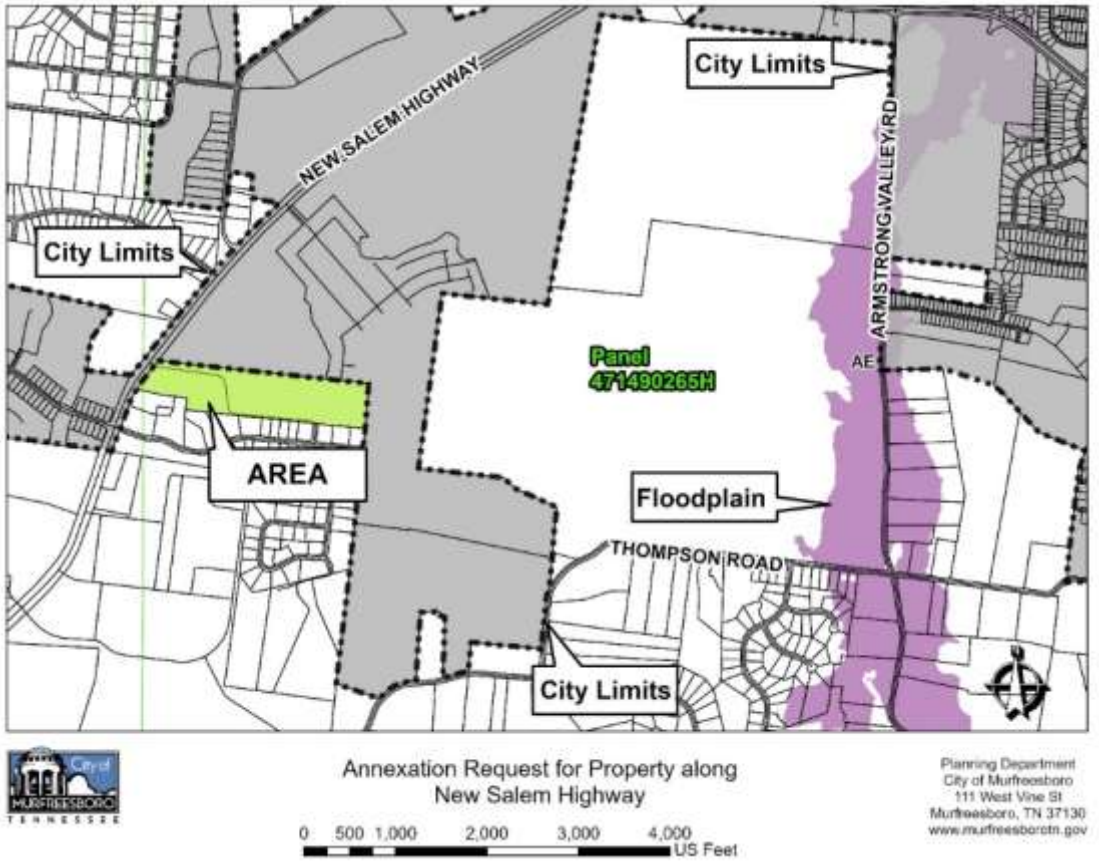
FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The nearest floodway is the Armstrong Branch floodway, located approximately one mile east of the study area and depicted on the adjacent map.



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DRAINAGE

Public Drainage System

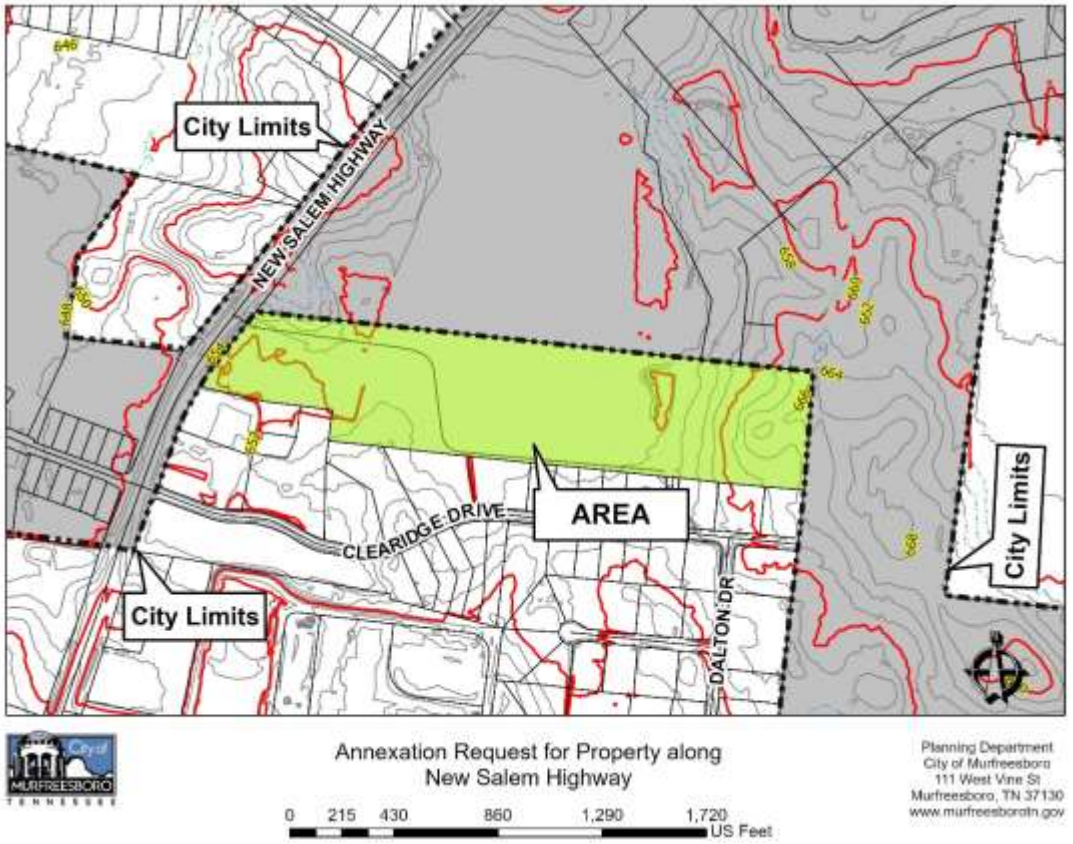
Public drainage facilities available in the study area include facilities in New Salem Highway. This drainage system is the responsibility of TDOT for routine maintenance. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

A review of the regional drainage patterns indicates most of the study area drains to a pond located on the property. The western part of the study area drains to the northwest and to the ROW of New Salem Highway.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 1 single family residence and will generate approximately $39 per year in revenue for the Stormwater Utility Fee. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed CH (Commercial Highway) zoning for 2.81 acres and RS-8 (Single-Family Residential District, 8,000 ft2 lots) for 22.15 acres, it is estimated that it will be fully developed with 66 single family detached units and commercial lots. Based on this development scenario, the future development of the study area will result in approximately $3,200 additional revenue per year into the Stormwater Utility Fund upon full buildout.



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PROPERTY AND DEVELOPMENT

A small pond is present along the northern property line. The status of this pond should be investigated during the design and planning stages to determine its status. If it is a Water of the State, appropriate permits must be obtained for any plans to modify it. Additionally, a 35-foot Water Quality Protection Area may be required to be established along its perimeter.

New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements. Impacts on adjacent properties should also be considered in future development plans to ensure no net impact.

New Salem Highway is on the City's Major Transportation Plan and is proposed to be widened by TDOT to a 5-lane roadway section. Development plans will be required to dedicate required ROW and easements as well as participate in the cost of construction. If development plans are proposed before construction of improvements on New Salem Highway progress, it is anticipated that roadway improvements consisting of left and right turn lanes will be required. Any improvements constructed on New Salem Highway will be considered as partial or full developer participation in the construction of future improvements on New Salem Highway.

ANNEXATION FOLLOW-UP

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

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RESOLUTION 21-R-A-42 to annex approximately 25 acres located along New Salem Highway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Salem Properties, Inc., applicant [2021-511].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 21-R-PS-42** on February 3, 2022; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 3, 2021 and November 17, 2021 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 21-OZ-42,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

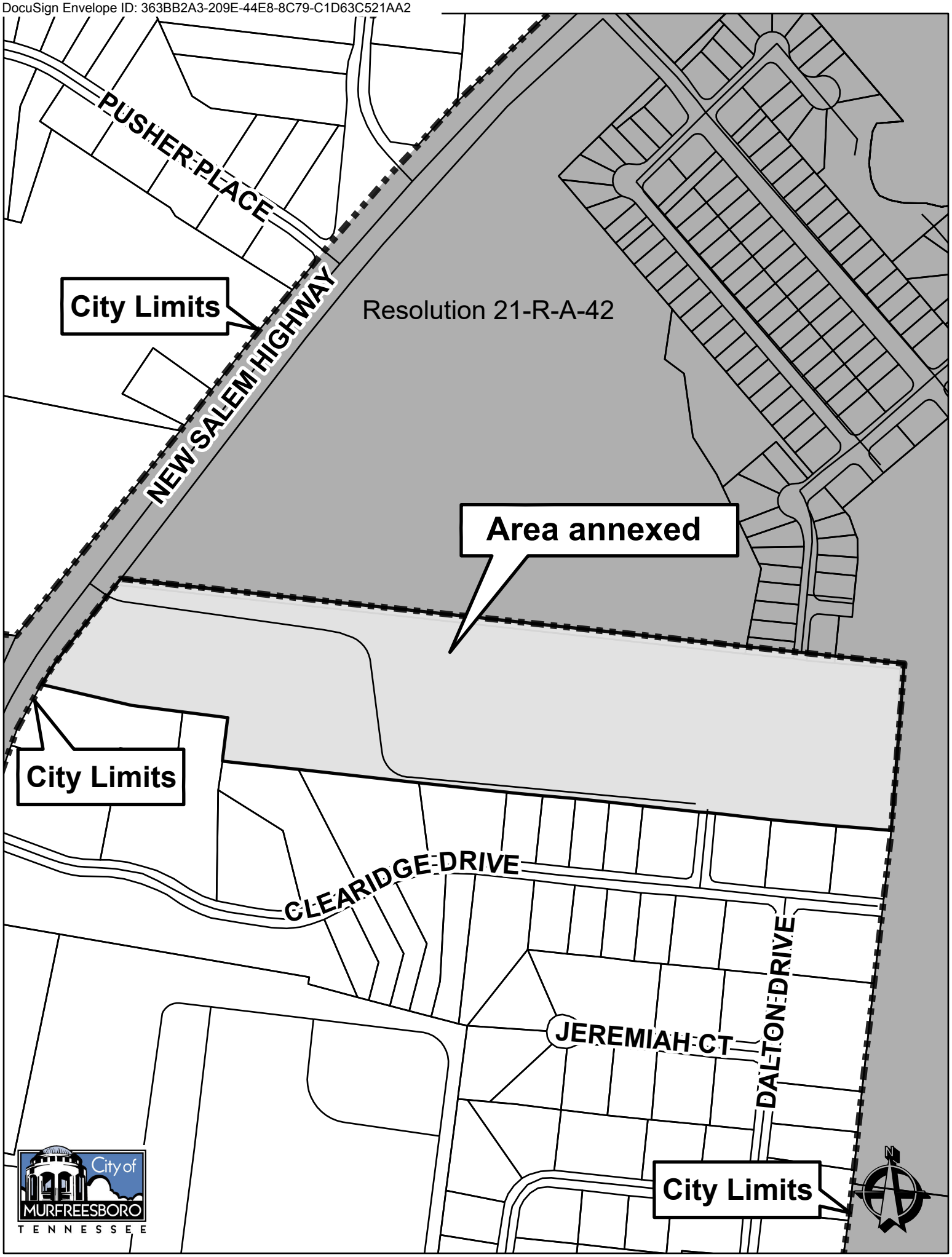
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: 363BB2A3-209E-44E8-8C79-C1D63C521AA2



MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 17, 2021
PROJECT PLANNER: MARINA RUSH

6.d. Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately 22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant.

The subject property consists of one parcel totaling approximately 25.0 acres. It is identified as Tax Map 123, Parcel 13.02 and is located along the east side of New Salem Highway and north of Clearidge Drive. The applicant, Salem Properties, Inc., submitted an application to zone the subject property to RS-8 (Single-Family Residential District) and CH (Commercial Highway District) simultaneous with annexation. The property is currently located within the unincorporated portion of Rutherford County and is zoned RM (Residential Medium). The portion proposed for CH zoning is approximately 2.8 acres and located in the westerly portion of the property, along the frontage of New Salem Highway. The portion proposed for RS-8 is approximately 22.2 acres and is the remaining portion of the subject parcel extending to the east property line.

The RS-8 zoning district permits single-family residential detached uses on lots of at least 8,000 square-feet. The Zoning Ordinance requires that the exterior facades for single-family homes in the RS-8 zone be comprised of a minimum of 75% brick, stone, or cementitious siding on each elevation. These materials will minimize the potential for fire damage.

Adjacent Zoning and Land Uses

The adjacent properties are zoned for and developed with a mixture of uses. The properties to the north are zoned CH, RS-15, and OG (General Office District), and presently are undeveloped. The properties to the northeast are zoned RS-6 and RM-16 (Multi-Family Residential District). The RS-6 portion is approved and under construction for the Salem Landing Subdivision, and the RM-16 portion is being developed as Salem Landing Townhomes. To the west, along the west side of New Salem Highway, is the Carlton Landing single-family subdivision, which is zoned RS-10. The properties to the south are within an unincorporated portion of Rutherford County and are developed with a Dollar General, the Clearidge single-family residential subdivision, and further south are the Rockvale Middle and High Schools.

Future Land Use Map

The future land use map of the Murfreesboro 2035 Comprehensive Plan (excerpt below) indicates that Suburban Residential is the most appropriate land use character for the project area. Suburban Residential character type includes large single-family residential lots or smaller lots with common open space. The recommended density is 2.0-3.54 dwelling units per acre.

The proposed RS-8 zoning would be consistent with the Future Land Use Map if the development includes larger common open spaces. The applicant has submitted a conceptual site layout with several open spaces depicting 73 lots, resulting in a density of approximately 3.3 dwelling units per acre, which is within the targeted density range of the Suburban Residential land use character. The proposed CH zoning, however, would not be considered consistent with the Future Land Use Map. In this case, the CH zoning would be located along the frontage of New Salem Highway frontage. It would buffer the residences from the highway and is similar zoning with the parcels to the north and south. If the rezoning is adopted, staff recommends the FLUM be revised to reflect Auto-Urban (General) Residential and Neighborhood Commercial land use characters for this property.

2035 MURFREESBORO COMPRENSHIVE PLAN - FUTURE LAND USE MAP

Recommendation:

Staff supports the zoning request to CH and RS-8 for the following reasons:

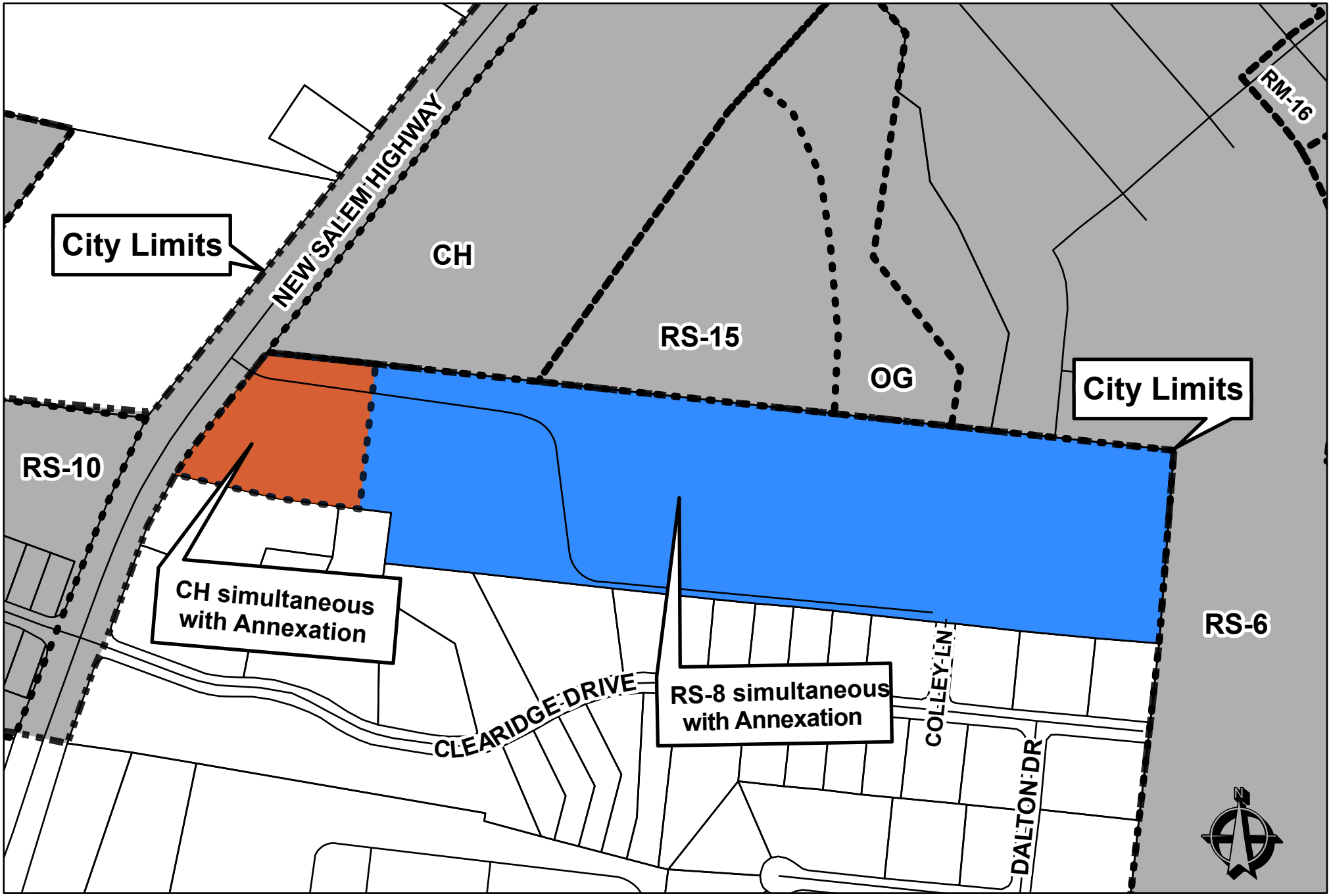
1) RS-8 zoning is compatible with Future Land Use Map provided that ample common open space is included in the subdivision plan.

2) RS-8 zoning district permits single-family residential detached uses on lots of at least 8,000 square-feet, and the houses would be constructed with exterior facades of a minimum of 75% masonry materials of brick, stone, or cementitious siding to minimize the potential for fire damage.

3) The portion of the property proposed for CH is not consistent with the Future Land Use Map for Suburban Residential, and instead would be consistent with the "Auto-Urban (General) Commercial" land use character, which is generally characterized by parking lots in front of the building and auto-dependent commercial uses. In this case, the proposed CH zoning would provide a buffer between the highway and the residences and is compatible with the commercial zoning on the adjacent lots both to the north and to the south developed with a Dollar General. Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM.

Action needed

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing and discuss this matter and then formulate a recommendation for the City Council.

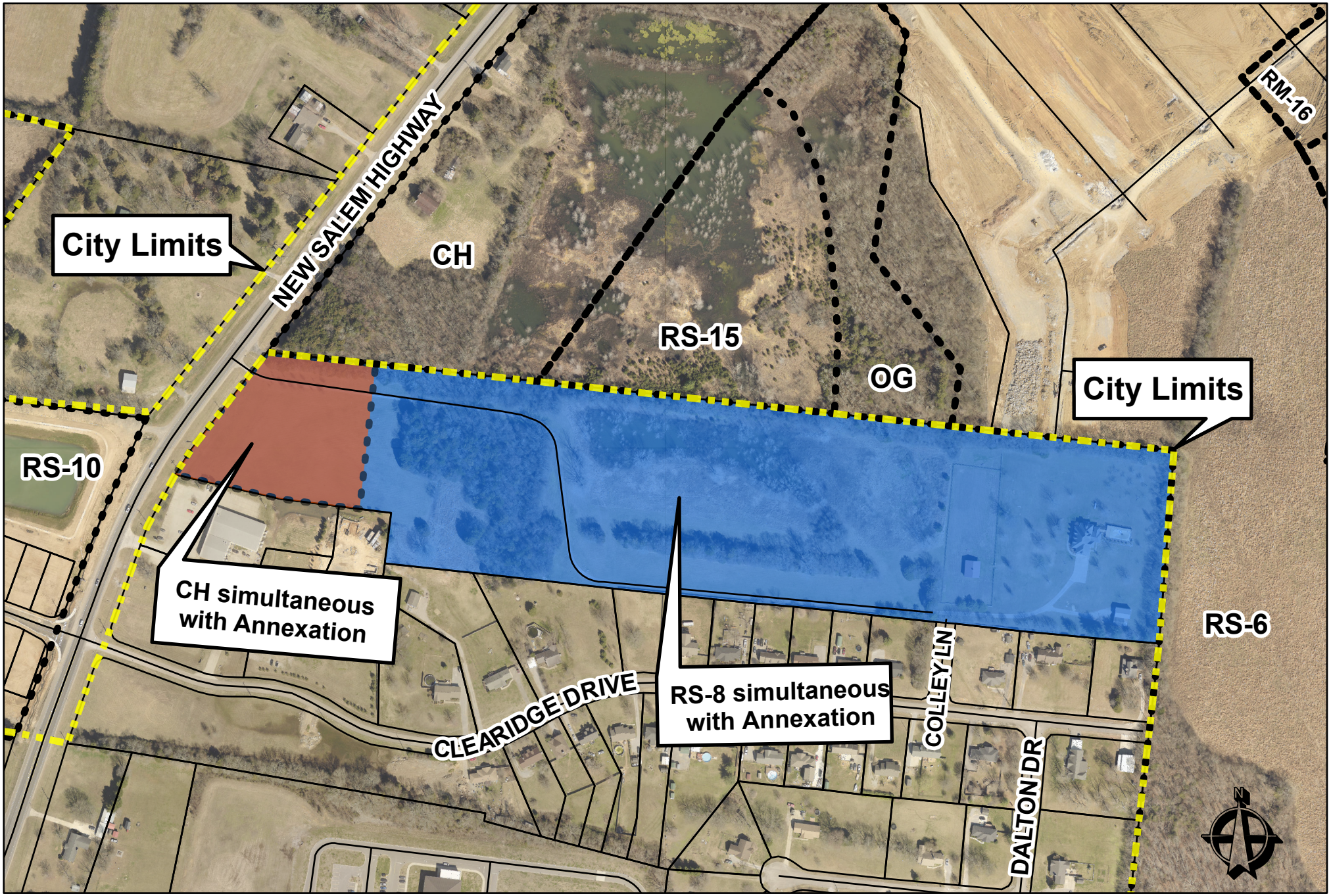


City of MURFREESBORO TENNESSEE

Zoning Request for Property along New Salem Highway
CH and RS-6 Simultaneous with Annexation

0 165 330 660 990 1,320
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of MURFREESBORO TENNESSEE

Zoning Request for Property along New Salem Highway
CH and RS-6 Simultaneous with Annexation

0 165 330 660 990 1,320
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Salem Properties, Inc

Address: 212 S Horton Pkwy City/State/Zip: Chapel Hill, TN 37034

Phone: 615-439-0572 E-mail address: mukesh@shankus.com

PROPERTY OWNER: same as applicant

Street Address or property description: 6015 New Salem Hwy

and/or Tax map #: 123 Group: Parcel (s): 13.02

Existing zoning classification: RM (county)

Proposed zoning classification: CH & RS-8 Acreage: 25

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required):

DATE: 10/15/2021

*******For Office Use Only**********

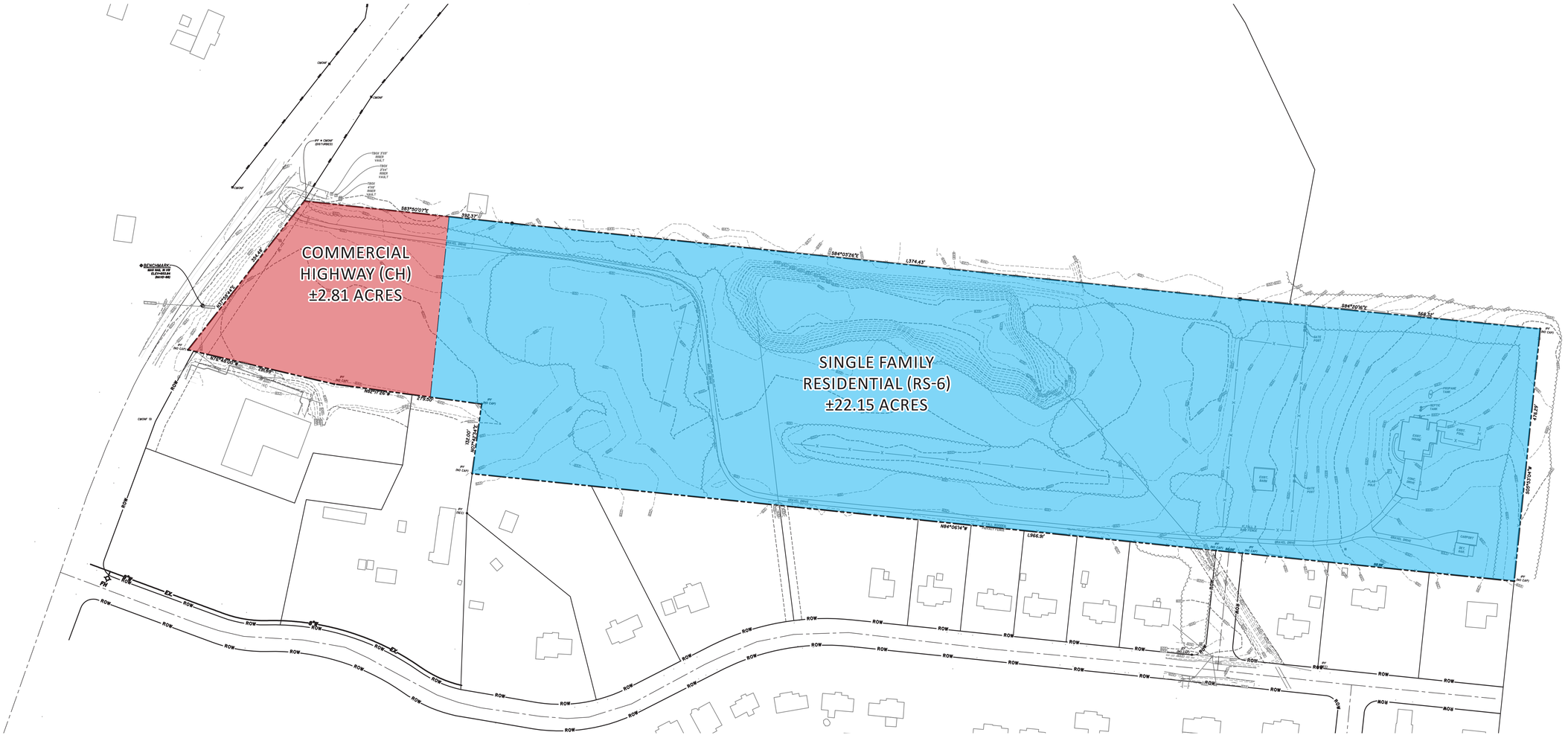
Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018

6015 New Salem Highway

09-16-2021


COMMERCIAL
HIGHWAY (CH)
±2.81 ACRES
SINGLE FAMILY
RESIDENTIAL (RS-6)
±22.15 ACRES
S83°40'07"E
392.37'
S84°03'26"E
1,374.43'
S84°20'16"E
568.57'
N84°09'34"W
1,066.91'
S05°01'50"E
478.25'
S71°52'41"E
184.46'
N76°48'07"W
29.84'
N68°11'26"W
178.50'
S07°42'34"W
153.00'
BENCHMARK
ELEVATION
ELEVATION
RAILROAD SPIKE
ROW
EX
PP
CMONF
TRANSFORMER
GAZEBO
SHED
FLAG POLE
GATE POST
EXIST. POOL
EXIST. HOUSE
PROPANE TANK
SEPTIC TANK
EXIST. BARN
CARPORT
WELL HOUSE
EXIST. SHED
WATER WELL
EXIST. GARAGE
EXIST. BARN
EXIST. SHED
EXIST. GARAGE
EXIST. HOUSE
EXIST. POOL
EXIST. SHED
EXIST. BARN

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 3, 2021

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Katie Noel, Project Engineer
Abraham Farias, EIT
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 13, 2021 Planning Commission meeting.

Ms. Jami Averwater moved to approve the Minutes of the October 13, 2021 meeting; the motion was seconded Mr. Chase Salas by and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately 22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones explained that the map presented is showing RS-6 zone. However, the applicant has formally changed the request from to RS-8. Mr. Blomeley said that is correct.

Mr. Matt Taylor (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing.

1. Mr. Bryan Klein, 117 Clearidge Drive – Expressed concerns regarding traffic and drainage. He also requested that the applicant extend the existing fence further towards the residential properties near New Salem Highway.

Mr. Matt Taylor came forward stating that he would meet with Mr. Klein to discuss how they would be managing the stormwater for this proposal. Also, if the existing fence is on the property line the fence would normally stay in place.

There being no further discussion, Mr. Chase Salas moved to continue the public hearing for the zoning application on November 17, 2021; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Zoning application [2021-424] for approximately 82.5 acres located along Veals Road to be rezoned from RS-6, RS-10, and RS-12 to PRD (Graystone PRD) and approximately 123 acres located along Veals Road and Double Springs Road to be zoned PRD simultaneous with annexation, Meritage Homes applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Kris Keown (developer) were in attendance for the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 17, 2021

1:00 P.M. **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

STAFF PRESENT
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Teresa Stevens, Sign Administrator
Sam Huddleston, Executive Dir. Dev. Services

1. Call to order

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings.

Ms. Jami Averwater moved to approve the Minutes of the October 20, 2021 and November 3, 2021 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance

There being no further discussion. Mr. Chase Salas moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

Nay: None.

Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately 22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton

Jami Averwater

Rick LaLance

Chase Salas

Warren Russell

Shawn Wright

Nay: None.

Zoning application [2021-424] for approximately 82.5 acres located along Veals Road to be rezoned from RS-6, RS-10, and RS-12 to PRD (Graystone PRD) and approximately 123 acres located along Veals Road and Double Springs Road to be zoned PRD simultaneous with annexation, Meritage Homes applicant. A copy of the written Staff Comments regarding this item is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones reopened the public hearing, continued from November 3, 2021.

No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and approved by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Chase Salas

Warren Russell

Shawn Wright

Abstain: Rick LaLance

Nay: None

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ORDINANCE 21-OZ-42 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 2.8 acres located along New Salem Highway as Highway Commercial (CH) District simultaneous with annexation and approximately 22.2 acres as Single-Family Residential Eight (RS-8) District simultaneous with annexation; Salem Properties, Inc., applicant [2021-422].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Highway Commercial (CH) District and Single-Family Residential Eight (RS-8) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

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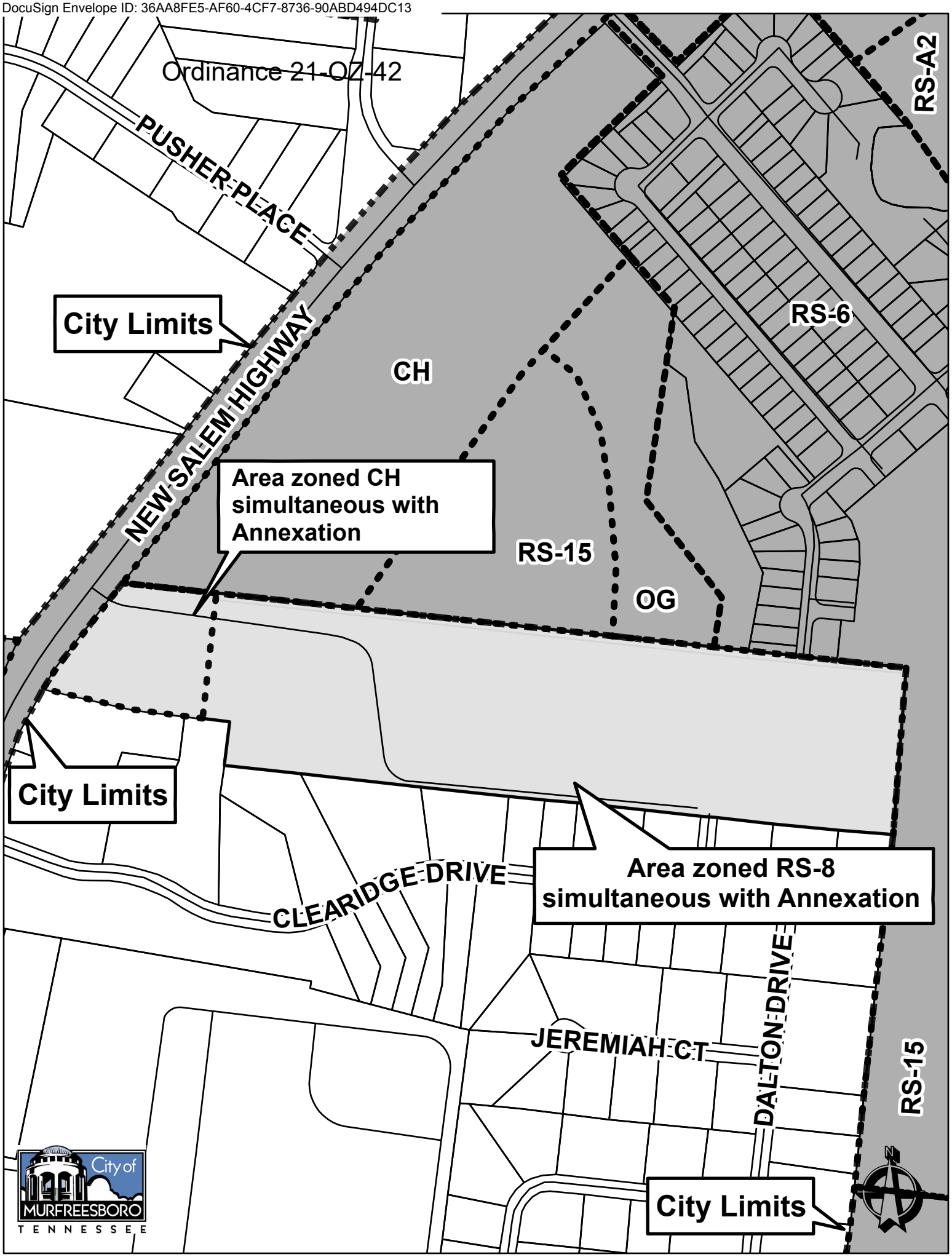
_____
Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: 36AA8FE5-AF60-4CF7-8736-90ABD494DC13



COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Barge Design Solutions Approach Management Work Authorization - Amendment 2

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Work Authorization Amendment 2 with Barge Design Solutions for additional survey and design work for the Approach Management Project for Runway 36.

Staff Recommendation

Approve Work Authorization Amendment 2 with Barge Design Solutions.

Background Information

The FAA and Tennessee Aeronautics Division is assisting with the design of a temporary threshold displacement and new approach for Runway 36. This project is coordinated with a runway seal coat and painting to minimize airport closure. The proposed amendment secures expertise for planning and coordination to extend availability of the current approach until a new approach is published. Over the next several years the Airport will be mitigating obstructions to return the threshold and approach to its current location.

Barge Decision Solutions provides engineering services to the airport and has the expertise to accomplish the assigned task efficiently. Services under this amendment will be billed not to exceed $77,950.

Council Priorities Served

Expand infrastructure

Development and maintenance of the Airport runway and approaches assures the City aviation infrastructure is in good condition and provides for safe and efficient airport operations.

Fiscal Impacts

This expense, $77,950, is fully federally funded.

Attachments:

Barge Design Solutions Work Authorization Amendment 2

DocuSign Envelope ID: 12BD6003-D362-47E0-8C7C-1F5DDF621C89

Barge Design Solutions, Inc.

Work Authorization 21-02 (Revision 1)
December 10, 2021

This amendment to Work Authorization No. 21-02, dated _____, between the City of Murfreesboro, TN **(Client)** and Barge Design Solutions, Inc. **(Barge)** is for a revision in services described as follows:

Project: Runway Crack Seal, Seal Coat, and Remarking (Approach Management)

Project Scope:

A. Approach Development Study and Coordination for proposed relocation of Runway 36 Threshold

II. COMPENSATION: The adjusted compensation to be paid to **Barge** shall be as shown below in accordance with the original contract:

Phase	Description	Current Contract Amount	Revision 1 Adjustment	Revision 1 Contract Amount
6055	Design Services	$ 61,492.00	0.00	$ 61,492.00
7000	Bidding Phase Services	$ 7,760.00	0.00	$ 7,760.00
9000	CATEX Checklist	$ 2,500.00	0.00	$ 2,500.00
9100	Approach Survey, Development and Coordination	$ 0.00	77,965.00	$ 77,965.00
	Contract Amount	**$ 71,752.00**	**$77,965.00**	**$ 149,717.00**

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in the Owner-Engineer Agreement dated January 1, 2021.

City of Murfreesboro

By: _____

Title: _____

Date: _____

Barge Design Solutions, Inc.

By: Randy Henderson

Title: Vice President

Date: 12/15/21

City Attorney

DocuSigned by:
By: Adam F. Tucker
43A2035E51F9401...

Date: 1/27/2022

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Professional Services for CDBG Program Activities CY 2022

Department: Community Development

Presented by: Helen Glynn, Assistant Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Professional services agreement with BluLynx for 2022 Federal Community Development Block Grant (CDBG) planning and activity programming.

Staff Recommendation

Approve agreement with BluLynx.

Background Information

BluLynx was selected to assist Community Development following an RFCSP process. BluLynx has successfully provided the requested services. Community Development staff requested a proposal to continue using Blulynx services for 2022.

Council Priorities Served

Responsible budgeting

Community Development programs are fully grant funded and CDBG and THDA program funding is utilized to assist residents of Murfreesboro.

Fiscal Impact

The expense, $66,125, is fully funded by CDBG funds and other federal funds allocated to communities.

Attachments

BluLynx Proposal

COST PROPOSAL

PROFESSIONAL MANAGEMENT & ADMINISTRATIVE SERVICES RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT

for

Murfreesboro, TN

For Submission To

Mr. Sam Huddleston
Executive Director Development Services
Community Development
P.O. Box 1139
211 Bridge Ave.
Murfreesboro, TN 37133
Telephone: (615) 890-4660

BluLynx Solutions
8343 Roswell Rd, Suite 154, Atlanta, GA30350
Phone: 404-907-1802
info@blulynxsolutions.com

BluLynx Solutions Cost Proposal

For the performance of the scope of services detailed below, should the City engage BluLynx to perform the services

SCOPE OF SERVICES

The consultant's scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications, and related activities to accomplish the following activities:

1. **Prepare Monitoring Response**
   - Review HUD Monitoring Review Letter and prepare a response to each finding in accordance with all applicable CDBG federal, State, local laws including, City including regulations, and policies.
   - Coordinate with City staff to gather all necessary documentation for CDBG program monitoring response.
   - Assist the City in developing a monitoring plan at the beginning of the program year to effectively match available resources with the needs and capacity of subrecipients.

2. **Provide General Consulting and Technical Assistance Training**
   - Provide CDBG general consulting and advisory services throughout the term of the contract relative to management practices remotely and onsite.
   - Provide IDIS training to include project setup, project funding, program income, and beneficiary compliance eligibility documentation in accordance with CDBG regulations.
   - Provide assistance in preparing or revising written CDBG procedures manual outlining implementation procedures.
   - Provide CDBG programmatic training for City's CD staff and subrecipients to ensure full compliance with CDBG regulations to include, Environmental Review, Davis Bacon, Project Service Area Determination, etc.
   - Assist the City in developing files, expenditure plans, financial status reports, and other tracking mechanisms to ensure grant compliance.

3. **Assist City in preparing Annual Action Plan and CAPER**
   - Undertake necessary grant planning activities related to CDBG to update City's Annual Action Plan and CAPER to include additional CARES funding and new program objectives, budgets for the completion of final document for submission to IDIS.
   - Conduct all public hearings and public notice postings related to Annual Action Plan and CAPER

FEE SCHEDULE

BluLynx proposes to provide following itemized services to the City of Murfreesboro. Based on the scope of work as identified in this Proposal.

TASK NO.	SERVICE DESCRIPTION	PERSON PERFORMING TASK	HOURLY RATE	NO. OF HOURS SPENT ON PROJECT	TOTAL COST
1	Prepare Monitoring Response	Principal	$115.00	175	$20,125.00
2	Provide General Consulting and Technical Assistance Training	Principal	$115.00	250	$28,750.00
3	Assist City in preparing Annual Action Plan and CAPER	Principal	$115.00	150	$17,250.00
TOTAL					**$66,125.00**

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Construction Contract Brinkley Road Improvement Project Phase 1

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Agreement for construction of Brinkley Road Improvement Project Phase 1.

Staff Recommendation

Approve construction agreement with Bell and Associates, LLC, subject to approval by City Attorney.

Background Information

This project replaces and widens the bridge over Overall Creek to three-lanes with a multi-use path and sidewalk along both sides. The project limits extend north of Timber Creek Drive to south of Blaze Drive along Brinkley Road.

Staff advertised the contract, and three bids were received on December 16th, 2021. The lowest responsible bid in the amount of $3,839,997 was submitted by Bell and Associates. The proposed construction agreement.

The Engineer's estimate for the project was $3,408,475. The increase in the bid is attributed to higher labor and material costs in the area.

Council Priorities Served

Safe and Livable Neighborhoods

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The construction costs, $3,839,997, are within the total project budget and are funded by the FY16, FY21, and FY22 CIP Budgets.

Attachments

Agreement Between Owner and Contractor for Construction Contract.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bridge and approaches over Overall Creek

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by SEC Inc.

3.02 The Owner has retained SEC Inc ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

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delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

See attached Bid Tabulation sheets

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and

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Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *3* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages ___ to ___, inclusive).
6. Supplementary Conditions (pages ___ to ___, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: _Brinkley Road Bridge and Approaches_
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
    b. Report of Geotechnical Exploration: Bridge Replacement – Brinkley Road at Overall Creek.
    c. ARAP Permit
    d. TDEC Construction Stormwater permit
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

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COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Contract for Construction Administration for the Brinkley Road Improvement Project Phase 1

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract for the engineering services to provide administration of the construction of the Brinkley Road Phase 1 Project.

Staff Recommendation

Approval of the professional services contract for the Brinkley Road Phase 1 project with Energy Land & Infrastructure, LLC.

Background Information

Staff proposes to retain Energy Land & Infrastructure, LLC to perform construction administration services for the Brinkley Road Improvement Project Phase 1 project. These services, which are retained on most large construction projects, assists the City with administrative duties associated with the construction of the project. The estimate for professional services for the Brinkley Road Phase 1 project is $129,880.

Council Priorities Served

Safe and Livable Neighborhoods

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The construction costs including administrative services are within budget and funded in the FY16, FY21, and FY22 CIP Budgets.

Attachments

Professional Services Agreement – Brinkley Road CEI.

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ENERGY LAND & INFRASTRUCTURE

January 14, 2022

Chris Griffith
Executive Director of Public Works
City of Murfreesboro
111 W. Vine Street
Murfreesboro TN, 37130

Re: Professional Services Agreement – Brinkley Road CEI

Dear Mr. Griffith,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following Professional Services Agreement for professional services to provide Construction Engineering Inspection (CEI) support services to City of Murfreesboro staff related to the Brinkley Road Improvement Project in the City of Murfreesboro (Murfreesboro), TN.

ELI-LLC proposes to conduct these professional services at an hourly rate not to exceed **$129,880.00**.

We appreciate the opportunity to provide this proposed Agreement to you. If you agree to its terms, please sign and return a copy of the attached "Standard Form of Agreement Between Owner and Engineer for Professional Services".

Warmest regards,

ENERGY LAND & INFRASTRUCTURE, LLC

Jay W. Bradley

Jay W. Bradley, PE

Attachments

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and Energy Land and Infrastructure, LLC., (ENGINEER).

OWNER intends to secure professional services to provide supplemental Construction Engineering Inspection (CEI) support services to City of Murfreesboro staff related to the Brinkley Road Improvement Project for the City of Murfreesboro, TN (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil engineering services incidental hereto.

1.2 Construction Phase
During the Construction Phase:

1.2.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (20013 ed.) of the Engineer's Joint Contract Documents Committees said the Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring

1.2.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.2.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

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1.2.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.2.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.2.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.2.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.2.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.2.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.2.7 [reserved]

1.2.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.2.9 Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.2.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.2.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the

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responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.2.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.2.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.2.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.2.9.2.

1.2.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.2.1 through 1.2.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design

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documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 [reserved]

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraph 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services
(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a

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significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3
OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

3.4.4 zoning, deed, and other land use restrictions; and

3.4.5 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or

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ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.3 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.6 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2 If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

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4.7 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.2. through 4.7, inclusive, will be modified accordingly.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
No studies are included under this contract. If studies are necessary, they may be added as additional services as described in 5.1.2 or negotiated separately.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **$129,880.00**. This amount does not include utility designs, which be under a separate contract.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1.

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4. OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the

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Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions
5.4. Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section l.

SECTION 6
CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advise and consent of OWNER types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

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6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of $1,000,000 in errors and omissions insurance.

7.4 Controlling Law

This Agreement is to be governed by the laws of the State of Tennessee.

7.5 Successors and Assigns

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is

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mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of four pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of three pages.

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

See Appendix 1 to Exhibit B

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

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

OWNER:	ENGINEER:
CITY OF MURFREESBORO	**ENERGY LAND AND INFRASTRUCTURE, LLC.**
By: _____	By: _____
Title: _____	Title:
Address for giving notice: Engineering Department City of Murfreesboro P.O. Box 1139 Murfreesboro, Tennessee 37133-1139	Address for giving notice: 745 South Church, Suite 805 Murfreesboro, Tennessee 37130 Phone

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
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1/28/2022

Attorney for the City of Murfreesboro, Tennessee

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EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, between the City of Murfreesboro, Tennessee, (OWNER) and ELI, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

2. Section 1.2, Construction is modified as follows:

   Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

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APPENDIX 1 TO EXHIBIT A

The following tasks are excluded from the basic engineering services, but may be provided as additional services if requested by the City:

A. Tree survey or landscape design.
B. Traffic study.
C. Signal Design.
D. Offsite Road or Offsite Infrastructure Improvements.
E. Utility Relocation, Extensions or Evaluations. Design of relocations could be provided as additional services.
F. Flood Study (FEMA) or Drainage Study.
G. Electrical Design for supply or lighting, or lighting design (Except for coordination as outlined above)
H. Environmental Permitting, detailed assessment, or Mitigation.
I. Public Meetings or Hearings. No public meetings or hearings are expected. Project meetings with City staff are included.
J. Construction Layout / Staking. Survey control for the Contractor or requested survey during construction may be provided as additional services.
K. Construction Administration / Inspection

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EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.2.2.1 and 1.2.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B.

B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:

- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.
- Maximize continued pro-active planning during construction to reduce problems during execution.
- Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.
- Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.
- Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.
- Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.
- Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.
- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques,

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sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

    b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Reports:*
    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.

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b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. *Completion:*
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.

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APPENDIX 1 TO EXHIBIT B

Hourly Rates for Services:

CLASSIFICATION	RATE/HR
Proposed Labor Category (ELI)	
Senior Principal Engineer	$225.00
Principal Engineer/Senior Project Manager	$210.00
Project Manager	$190.00
Senior Engineer/Assistant Project Manager	$170.00
Project Engineer IV	$155.00
Project Engineer III	$135.00
Project Engineer II	$120.00
Project Engineer I	$110.00
Engineer Intern/Staff Professional	$ 95.00
Landscape Architect	$134.00
CADD Manager	$140.00
Senior CADD Designer	$120.00
CADD Designer II	$105.00
CADD Designer I	$ 90.00
CADD Technician II	$ 80.00
CADD Technician I	$ 70.00
Registered Professional Land Surveyor	$125.00
Survey Project Manager	$110.00
Survey Crew (4-person)	$190.00
Survey Crew (3-person)	$160.00
Survey Crew (2-person)	$130.00
Survey Crew (Robot/GPS)	$125.00
Survey Field Project Manager	$ 95.00
Project/Staff Land Surveyor	$ 60.00
Const Support Tech III	$ 85.00
Const Support Tech II	$ 75.00
Const Support Tech I	$ 65.00
Erosion Control Inspector	$ 65.00
Project Controller	$ 75.00
Administrative	$ 55.00

** Note: Overtime hours will be charged at 1.00 times the rates listed herein.

Reimbursable Expenses:

Mileage	$ 0.65/mile
Materials markup:	Cost plus 10%
Sub consultant Markup……	Cost plus 15%
Miscellaneous expenses: Eg. Printing, Supplies, Rental Equipment, Travel, etc.	Cost plus 10%
Per Diem:	$ 135/day

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EXHIBIT C

DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURES

1. Disputes

1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.

1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.

1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.

1.4 The parties must:

a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and

b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.

a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").

b. The parties will agree upon the Arbitrator within five days of the Notice.

c If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If no name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

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2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

a. Each Party's Proposed Resolution must be fully dispositive of the dispute.

b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.

d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

3. **Continuing Work** Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.

4. **Exceptions**

4.1 Neither the OWNER nor ENGINEER are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.

4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is

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enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Construction Testing for the Brinkley Road Improvement Project Phase 1

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract for construction materials testing for the Brinkley Road Improvement Project Phase 1.

Staff Recommendation

Approval of the professional services contract with TTL Inc.

Background Information

Staff proposes to retain TTL to perform material testing services for the Brinkley Road Phase 1 project. These services provide the City with verification that the materials used during the construction meet the project specifications. The estimate for materials testing for the Brinkley Road Phase 1 project is $23,000.

Council Priorities Served

Safe and Livable Neighborhoods

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The construction costs including materials testing are within budget and funded in the FY16, FY21, and FY22 CIP Budgets.

Attachments

Proposal and Client Project Services Agreement with TTL Inc.

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5010 Linbar Drive, #153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

January 19, 2022

Mr. Joe Ehleben
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37133

RE: Proposal for Construction Materials Engineering and Testing Services
Brinkley Road Bridge and Approaches
Brinkley Road / Blaze Drive
Murfreesboro, Tennessee
TTL Proposal No. P00220800140.00

Dear Mr. Ehleben:

Thank you for the opportunity to provide materials engineering and testing services for your Brinkley Road bridge project in Murfreesboro, Tennessee. This proposal contains our understanding of the project, the proposed scope of services, and fee and scheduling information.

PROJECT INFORMATION

Project information was obtained during email transmissions with Mr. Joe Ehleben (City of Murfreesboro) on January 13, 2022. Civil drawings were prepared by SEC, Inc. with an issue date of November 11, 2021. Bridge drawings were prepared by Energy Land & Infrastructure with an issue date of March 24, 2021. We were not provided with detailed project specifications or a construction schedule at this time. We request that these documents be provided when available so that we may revise our scope and/or estimate, if necessary.

Plans are being made to construct a new concrete bridge spanning across Overall Creek, north of Blaze Drive. The bridge will be approximately 210 linear feet long, and approximately 16-feet tall at the highest point. The bridge and associated approaches will consist of three, eleven feet-wide travel lanes comprised of concrete and asphalt pavements with a ten-feet wide multi-use path on the east side of the roadway and a 5-feet wide sidewalk on the west side of the roadway.

PROPOSED SCOPE OF SERVICES

Information provided reveals foundation support materials evaluation will be provided by others. Based on our experience on similar projects, we propose to provide the following services during construction:

Earthwork Construction:

- Observe and test fill placement and compaction activities and confirm whether or not the materials were compacted to the project requirements. In general, this will include a proofroll and/or nuclear density gauge, if applicable.

- Performing laboratory classification and standard Proctor compaction testing for soil materials used as fill to confirm whether or not they meet the project criteria and as a comparison for in-place density tests, respectively.

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Asphalt Pavement Testing:

- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers.

Concrete Construction:

- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to size, grade, spacing, profiles, lap lengths, and concrete coverage.

- Make test specimens and perform field tests on plastic concrete. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 50 cubic yards of concrete placed per day within the super-structure and five cylinders for every 100 cubic yards for sub-structure, with at least one set per placement.

- Field curing concrete samples using an on-site curing box for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

We will need to be provided copies of the full construction documents (plans, specifications, and submittals), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

A TTL representative will be on-site on a full-time (continuous) and/or part-time (periodic) basis, depending on the activity and level of inspection required. Our on-site representative(s) or Project Manager will be available to communicate with the General Contractor's Project Manager or designated representative to discuss construction schedules. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.

COMPENSATION

Based on our understanding of the scope of work described within this proposal, we estimate the budget for our services to be about **$23,000**. Our estimate is based on our experience with similar projects. If requested, we can provide a more refined cost estimate after we are provided a construction schedule. We will provide our services on a time and materials basis. We were not provided with detailed project specifications. We request that these documents be provided when available so that we may revise our scope and/or estimate, if necessary. Our fees will depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status and items requiring re-inspection. Our estimate does not include project delays and/or re-inspections.

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AUTHORIZATION

To formally authorize us, we request that you sign where indicated below and return a copy of this proposal to us. Our services will be performed in accordance with the attached Terms and Conditions, which were previously approved by the City Attorney for the City of Murfreesboro.

CLOSING

We appreciate this opportunity to be of service to you on this project. If you have questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,
TTL, Inc.

Daven Rogers
Construction Services Project Manager

Mark A. Herrmann, P.E.
Principal Engineer

Attachments: Construction Testing Estimate
Schedule of Fees
Professional Services Agreement

Authorized By:

Client (Signature and Date)

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

1/28/2022

Approved to as form
City Attorney

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Project: Brinkley Road Bridge and Approaches
Location: Murfreesboro, TN
TTL Proposal No.: P00220800140.00

SERVICE	PROJECTED SCHEDULE			UNIT COST	SUBTOTAL	SECTION SUBTOTAL
EARTHWORK	No. Days	hrs/day	Total	Rate	Subtotal	
Subgrade Review / Proofrolling	2	4	8	$62.00	$496.00	
Monitoring Cut/Fill Activities & Density Testing			0	$62.00	$0.00	
Technician Overtime			0	$80.60	$0.00	
Project Manager / Engineer Review	2	0.5	1	$161.00	$161.00	
PM Support Services	2	0.25	0.5	$62.00	$31.00	
						$688
CONCRETE	No. Days	hrs/day	Total	Rate	Subtotal	
Bridge Concrete (Super-structure)	4	8	32	$62.00	$1,984.00	
Bridge Concrete (Sub-structure)	12	4	48	$62.00	$2,976.00	
Misc. Placements (Sidewalk, Curb & Gutter, etc.)	2	4	8	$62.00	$496.00	
Reinforcement Inspections	16	4	64	$81.00	$5,184.00	
Cylinder Pick-up	18	2	36	$62.00	$2,232.00	
			0		$0.00	
			0		$0.00	
Project Manager / Engineer Review	34	0.5	17	$125.00	$2,125.00	
PM Support Services	34	0.25	8.5	$55.00	$467.50	
						$15,465
RIGID / FLEXIBLE PAVEMENTS	No. Days	hrs/day	Total	Rate	Subtotal	
Subgrade Review / Proofrolling	2	4	8	$62.00	$496.00	
Monitoring & Testing Basestone Placement	2	4	8	$62.00	$496.00	
Monitoring & Testing Pavement Placement (Field)	2	8	16	$62.00	$992.00	
Project Manager / Engineer Review	6	0.5	3	$161.00	$483.00	
PM Support Services	6	0.25	1.5	$62.00	$93.00	
						$2,560
MATERIALS / LAB TESTING / ADDITIONAL SERVICES	Number	Units	Total	Rate	Subtotal	
Proctor Density Testing	1	1	1	$130.00	$130.00	
Proctor Density Testing w/ Atterberg Limits	1	1	1	$230.00	$230.00	
Concrete Cylinders	20	5	100	$15.00	$1,500.00	
Gradations (Basestone)			0	$100.00	$0.00	
Gradations (Asphalt)			0	$225.00	$0.00	
Asphalt Core Density			0	$25.00	$0.00	
Asphalt Coring (2-Man Crew)			0	$124.00	$0.00	
Engineer Site Visits	2	3	6	$211.00	$1,266.00	
Engineer Review of Concrete Cylinder Breaks	20	0.25	5	$211.00	$1,055.00	
						$4,181
DIRECT COSTS	Trips	Miles	Total	Rate	Subtotal	
Trip Charge	60	0	0	$0.70	$0.00	
						$0
PROJECT ESTIMATE / BUDGET					**$22,894**	

Note: *This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.*

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5010 Linbar Drive, #153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Labor)

Project Technician IV	$62.00 / hr
Senior Project Technician I	$81.00 / hr
NDT Steel/ASNT Level II Technician	$108.00 / hr
Project Manager IV	$161.00 / hr
Senior Project Manager II	$211.00 / hr
Principal I	$270.00 / hr
Project Administrator I	$62.00 / hr

Technician rates to be multiplied by 1.3 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Travel (Portal to Portal)	$0.70 / mile
Direct Expenses	Cost + 15%

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CLIENT PROJECT SERVICES AGREEMENT

Project: Brinkley Road Bridge and Approaches
TTL Proposal Number: P00220800140.00

This AGREEMENT is between City of Murfreesboro ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated 01/19/2022 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. **Scope of Services**. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Upon approval of Client, portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance/Termination**. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. All change orders must be in writing and signed by an authorized city official.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of .5% per month, but not exceeding the maximum rate allowed by law, for all unpaid and undisputed amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

6. *Intentionally left blank.*

7. **Indemnity/Statute of Limitations**. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for third party claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. The indemnification of Consultant by Client is subject to the provisions of the Tennessee Governmental Tort Liability Act. Client reserves all rights, privileges, and immunities under the Tennessee Governmental Tort Liability Act and other applicable laws, and nothing herein shall be construed as a waiver of Client's sovereign immunity in whole or in part.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occurrence / $2,000,000 aggregate); (iii) automobile liability insurance ($1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance ($1,000,000 claim / aggregate). Certificates of insurance will be provided upon request.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. **Choice of Law, Venue.** This Agreement shall be governed by and construed according to Tennessee law and venue for any resolution of any dispute shall be in Rutherford County, Tennessee.

12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

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14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. When Consultant neither creates nor contributes to the creation or existence of any Affected Materials conditions at the site, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall be Client's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the property of Consultant and a permanent license for use with respect to Consultant work product is hereby provided. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant by Client.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, subconsultants, and subcontractors, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site not invited by Consultant.

18. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act responsibly based on Consultant's sole judgment where risk to Consultant's personnel, the public, or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (A.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (B.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (C.) Terminate the services effective on the date specified by Consultant in writing; (D.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect to the extent that the intent of the parties in forming this Agreement are fulfilled such that the parties receive the full benefit of the bargain.

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

City and state: _____ Zip: _____ Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: 5010 Linbar Drive, Ste. 153, Nashville, TN 37211

TTL approval by: _____ Date: _____

Print name: Mark Herrmann Title: Principal Engineer

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Tyler Technology – Brazos eCitation Subscription Contract

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Tyler Technology for Brazos eCitation software.

Staff Recommendation

Approve agreement with Tyler Technology for Brazos eCitation subscription services.

Background Information

During upgrades for computer-aided dispatch and records, MPD's existing citation program was determined to be no longer supported. Tyler Technology provides the City's financial and court system software. Tyler's Brazos software is a component of the City's existing enterprise software that handles citation tracking. The Brazos solution will allow MPD to utilize existing cellular equipment for issuing citations and only required updates to the printing equipment in older units. This updated software and equipment will reduce the time spent on traffic stops improving on-street efficiency.

Council Priorities Served

Maintain public safety

Maintaining current software and equipment solutions improves officer efficiency, allowing for increased enforcement activities with the same resources. Current systems also assist City Court personnel through automated transfer of citation information.

Fiscal Impact

The initial expenses, of $137,325, will be funded from Police and Court eCitation fund balance. On-going annual expenditures or, $105.642, will be funded by MPD's operating budget.

Attachments

1. Agreement for Brazos eCitation Subscription
2. Quote 2021-248644-B2L1L1
3. Quote 20220-21553-N8G8Y7

SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 120698; and

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract"); and

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure Brazos eCitation public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Subscription License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Murfreesboro on behalf of the Murfreesboro Police Department, TN.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both of our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other

cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 For so long as you pay your then-current subscription fee, we grant to you a license to use the Tyler Software (a) for the number of licenses identified in the Investment Summary; (b) for your internal business purposes only; and (c) in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only, and so long as such copies are destroyed when you stop paying your subscription fees. Your rights to use the Tyler Software are coterminous with the duration of your subscription fee payments, but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.** You retain ownership of the data you enter into the Tyler Software.

2. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and the Statement of Work. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. These services fees are payable as part of your annual subscription fee, and we reserve the right to suspend delivery of these services if you fail to timely pay those fees.

2. Additional Services. The Investment Summary identifies, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

3. Cancellation. To the extent you request that we provide additional services under Section C(2), if you cancel those services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable travel expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel.

4. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

5. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your

personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

6. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

Beginning on the Effective Date, and for so long as you timely pay your then-current subscription fees, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. If you do not timely pay your then-current subscription fees, we reserve the right to suspend delivery of maintenance and support services until you've paid the subscriptions fees due as of the date of reinstatement, including subscription fees for all periods during which maintenance and support was suspended.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver the Third Party Hardware, if you have purchased any, for the subscription fee set forth in the Investment Summary for the initial term, as defined in Section H(1). Within three (3) months of the start date of a renewal term, we will make available then-current industry standard hardware updates, to the extent reasonably commercially available, for no additional fee beyond the subscription fee applicable to the corresponding renewal term. You are responsible for installing the Third Party Hardware we sell and deliver to you, either during the initial term or any renewal term. You are also responsible for repurchasing, at then-current rates, any Third Party Hardware that is lost or unavailable for a reason not caused by us (i.e. loss or theft).

2. Third Party Software. For so long as you pay your then-current subscription fees, you have a license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install the Third Party Software. The installation cost is included in the installation fee in the Investment Summary. If you choose to transfer that installation, you will give us advance written notice and you will pay us for any required or requested technical assistance from us associated with such transfer, to the extent the transfer is allowed by the Developer.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software and/or Third Party Hardware directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software or to the Third Party Hardware; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you experience an issue with hardware or software that we did not provide you, we are not responsible for resolving that issue.

SECTION F – HOSTING SERVICES OR THIRD PARTY SERVICES

1. To the extent we are providing Hosting Services, we will provide them according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement, including but not limited to the Service Level Agreement set forth at Exhibit C, Schedule 1.

1.1 You will be hosted on shared hardware in a Tyler data center, or a third party data center. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

1.2 You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the Hosting Services. You may use the Hosting Services to access updates and enhancements to the Tyler Software.

1.3 Our Hosting Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying your annual subscription fee. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

1.4 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in the Tyler Software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any

data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored

1.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

1.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

1.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.

1.8 If you fail to pay your then-current subscription fees, after our advance written notice to you of that failure, we reserve the right to suspend delivery of our applicable Hosting Services.

2. To the extent you are receiving Third Party Services for hosting, you will receive those services according to the Service Level Agreement available at https://aws.amazon.com/ You acknowledge and agree that, with advance written notice to you, we may transition the hosted Tyler Software from the Third Party Services provider to a Tyler data center at no additional cost to you. In such event, the terms of Section F(1) will apply to you instead of the terms of this Section F(2).

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your

failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including but not limited to, your license rights and maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. We will reinstate your license rights and our services delivery only if you pay all past due fees, including all fees for the periods during which your license rights and/or our services delivery were suspended.

SECTION H –TERM, EXPIRATION AND TERMINATION

1. Initial Term, Renewal and Expiration of Subscription. This Agreement shall be effective as of the Effective Date and shall continue for a period of 5 years unless earlier terminated as set forth below. The Agreement will automatically renew upon your signature of an updated Investment Summary that will set forth the subscription fee, subscription term, and any other applicable information to the renewal term. Each such Investment Summary will be labeled Exhibit A-1, Exhibit A-2, et cetera and will be incorporated into this Agreement as if fully set forth herein.

2. Termination.

   2.1 Failure to Pay Subscription Fee. If you fail to pay your then-current subscription fee on a timely basis, we may terminate this Agreement if you do not pay all outstanding fees in full within forty-five (45) days' of our written notice that we intend to so terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).

   2.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to pay your then-current subscription fee, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations.

   2.4 Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more.

3. Effect of Termination.

   3.1 Payment Obligations. In the event of a termination under Section H(2.1) or H(2.2), you will pay us for all undisputed subscription fees through the effective date of termination. Any disputed fees will be subject to the dispute resolution process. In the event of a termination under Section H(2.3) or H(2.4), you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination, and in no event will you be entitled to a refund or offset of previously paid subscription fees.

   3.2 Early Termination Fees. Except for a termination by you under Section H(2.2), in the event a termination is effective prior to the expiration of the then-current term (either initial or renewal),

then the following early termination fees will also be payable upon termination (each to the extent applicable):

a. if you terminate during the first year, 100% of the subscription fees through the date of termination plus 75% of the subscription fees then due for the remainder of the applicable term;

b. if you terminate during the second year, 100% of the subscription fees through the date of termination plus 50% of the subscription fees then due for the remainder of the applicable term; and

c. if you terminate during or after the third year, 100% of the subscription fees through the date of termination plus 25% of the subscription fees then due for the remainder of the applicable term.

3.3 Your Rights. Except as otherwise expressly agreed to by us, effective immediately upon termination for any reason hereunder, your license rights to the Tyler Software will be immediately revoked, and we will no longer provide you with any professional services, maintenance and support services, and/or hosting services. At your expense, you must return the hardware to us within thirty (30) days of the effective termination date. You must ensure that the hardware is returned to us in commercially reasonable condition. At your request, we will provide a copy of your SQL database then residing in our hosted environment.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE ANNUALIZED THEN-CURRENT SUBSCRIPTION FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and/or recurring services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and/or recurring services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. We will work with you to adjust the annual subscription fee on a going-forward, pro rata basis as necessary.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date. In the event you choose to purchase any optional products and/or optional recurring services, we will work with you to adjust the annual subscription fee on a going-forward, pro rata basis as necessary. If you choose to purchase any optional one-time services, they will be billed to you on a time and materials basis.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with

respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice

of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Murfreesboro, TN on behalf of the Murfreesboro Police Department

By:_____

Name: Shane McFarland

Title: Mayor

Date:_____

Address for Notices:
City of Murfreesboro Police Department
1004 North Highland Ave
Murfreesboro, TN 37013
Attention: _____

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary prepared in accordance with NJPA Contract #090320-tti.

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Exhibit A

INVESTMENT SUMMARY FOR:
City of Murfreesboro Police Department, TN

PRESENTED BY:
Mark Lepley

4/20/2021

INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 13,500
Third-Party Products	$ 0
Other Cost	$ 0
Travel	
Total One-Time Cost	$ 13,500
Annual Recurring Fees/SaaS	$ 105,642
Tyler Software Maintenance	$ 0

Quoted By:	Mark Lepley
Quote Expiration:	5/17/21
	Brazos eCitation/eCrash 5 Year SaaS (iOS & Android Configurations) Sourcewell Co-Op Contract purchase: Tyler ID#090320-TTI and Murfreesboro
Quote Name:	ID#120698

Sales Quotation For:
City of Murfreesboro Police Department
1004 North Highland Avenue
Murfreesboro, TN 37013
Phone: +1 (615) 849-2673

Shipping Address:
City of Murfreesboro Police Department
1004 North Highland Avenue

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
Task: Misdemeanor Citation	$ 0	$ 0	$ 0	$ 0
Total	$ 0	$ 0	$ 0	$ 0
TOTAL	**$ 0**	**$ 0**	**$ 0**	**$ 0**

Annual / SaaS

Description	Quantity	Fee	Discount	Annual

Brazos				
Subscription License Fees				
Brazos Subscription No Hardware	208	$ 292	$ 0	$ 60,736
Crash Report Software (w/Drawing Tool)	208	$ 100	$ 0	$ 20,800
Real Time Query - Message Switch - handheld PDA	208	$ 100	$ 0	$ 20,800
Interface				
Interface: Tyler Incode Court Case Mgmt System	1	$ 0	$ 0	$ 0
Interface: TriTech (Vision) Records Mgmt System	1	$ 1,653	$ 0	$ 1,653
Interface: TITAN (Tennessee Integration Traffic Analysis Network)	1	$ 1,653	$ 0	$ 1,653
Task				
Task: Tow/Impound Report (custom)	1	$ 1,653	$ 1,653	$ 0
Task: eCitations/Summons Task	1	$ 1,653	$ 1,653	$ 0
TOTAL				**$ 105,642**

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Standard CrashTraining Package	1	$ 1,500	$ 0	$ 1,500	$ 0
Real Time Query - Message Switch - Setup & Configuration	1	$ 5,500	$ 0	$ 5,500	$ 0
MOD: Crash Report - set up and config	1	$ 6,500	$ 0	$ 6,500	$ 0
Incode Interface: Set Up & Configuration	1	$ 0	$ 0	$ 0	$ 0
Training	3	$ 0	$ 0	$ 0	$ 0
Set-Up & Configuration for hardware platform - HANDHELD	2	$ 0	$ 0	$ 0	$ 0
Brazos Project Management	1	$ 0	$ 0	$ 0	$ 0
TOTAL				**$ 13,500**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 105,642
Total Tyler Services	$ 13,500	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Contract Total	**$ 119,142**	

Comments
Agency is responsible for paying any applicable state taxes. Contract total does not include tax.
Included in quote:

Two configurations (iOS and Android)
eCitation SaaS License (200 iOS and 8 PDA Devices)
eCrash SaaS License (208 Users)
Brazos Message Switch SaaS License (208 Devices)
eCitation Task
Tow Task (Custom)
Misdemeanor Task
Traffic Citations
Misdemeanor Citations
Warning Citations

Local Ordinance Citations
RMS Interface (Central Square Inform)
TITAN Interface (Crash Reports)

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Subscription Fees. Subscription fees will be invoiced annually in advance at the rates set forth in the Investment Summary for the initial term, as defined in the Agreement. Thereafter, subscription fees will be invoiced annually in advance at the rates set forth in the applicable Exhibit A-1, Exhibit A-2, et cetera, except as otherwise set forth therein. Except as otherwise expressly agreed to by us, those subscription fees reflect the allocated fees for your license to the Tyler Software, maintenance and support services, and hosting services we provided to you.

2. Additional Professional Services. Implementation and other professional services (including training) are billed as delivered and invoiced as incurred.

3. Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

4. Third Party Hardware. Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. Travel expenses associated with the scope of your implementation as of the Effective Date are reflected in the annual subscription fee. To the extent you request additional professional services under Section C(2) and travel is required to deliver those services, travel expenses will be incurred separately. Those expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your then-current subscription fee, we will, consistent with our then-current Support Call Process:

   1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   1.2 provide support during our established support hours;

   1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Products, if any, in order to provide maintenance and support services;

   1.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

2. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

3. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

4. Other Excluded Services. Your subscription fees do not include the following maintenance and support services: (a) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; (d) maintenance and support of software or hardware not licensed to you or otherwise provided to you under this Agreement; (e) support outside our normal business hours as listed in our then-current Support Call Process; or (f) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.

Exhibit C
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities
Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That

report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support, some or all of which are available for the Tyler Software as of the Effective Date (to the extent not available, we will make you aware of their availability when appropriate):

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are or will be available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies provides support on the Tyler Software 24/7.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The

client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives

(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Statement of Work

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City of Murfreesboro Police Department

SOW from Tyler Technologies, Inc.

4/20/2021

Presented to:
Bill Terry
1004 North Highland Avenue
Murfreesboro, TN 37013

Contact:
Mark Lepley
Email: Mark.Lepley@TylerTech.com
526 University Dr. East, Suite 201A, College Station, TX 77840

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the "Project").

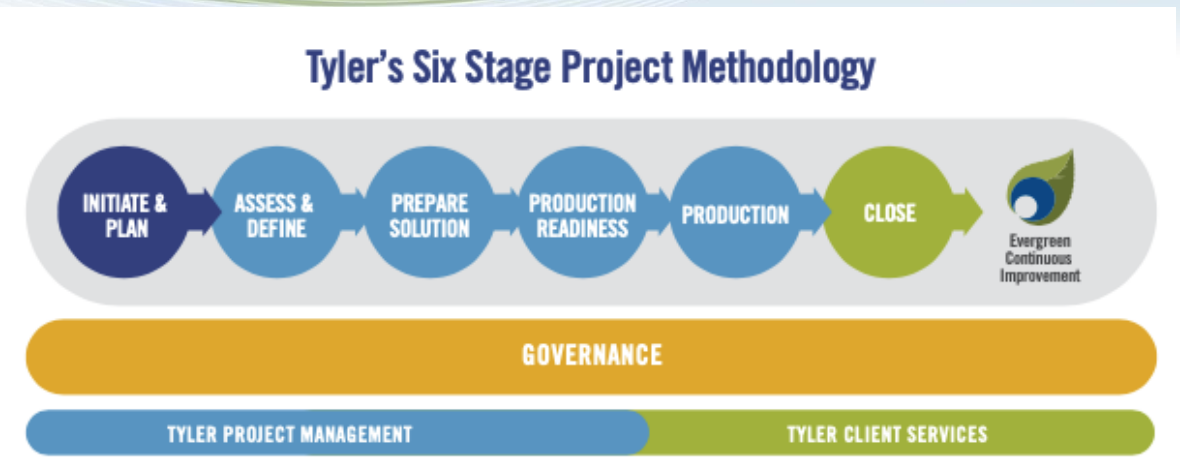
The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

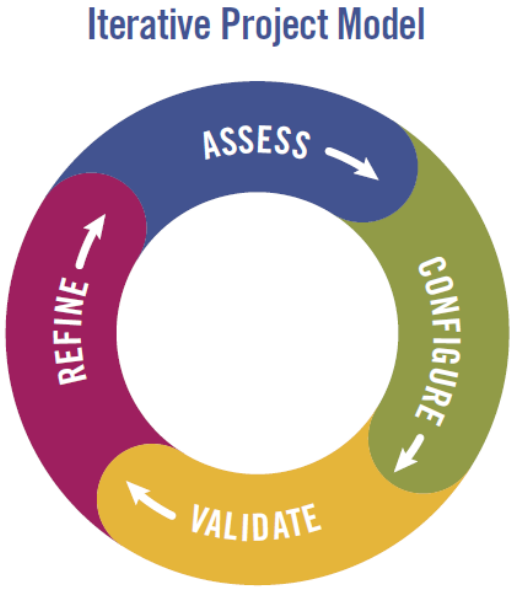
This is accomplished by Murfreesboro PD and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Murfreesboro PD and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Murfreesboro PD and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Murfreesboro PD's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

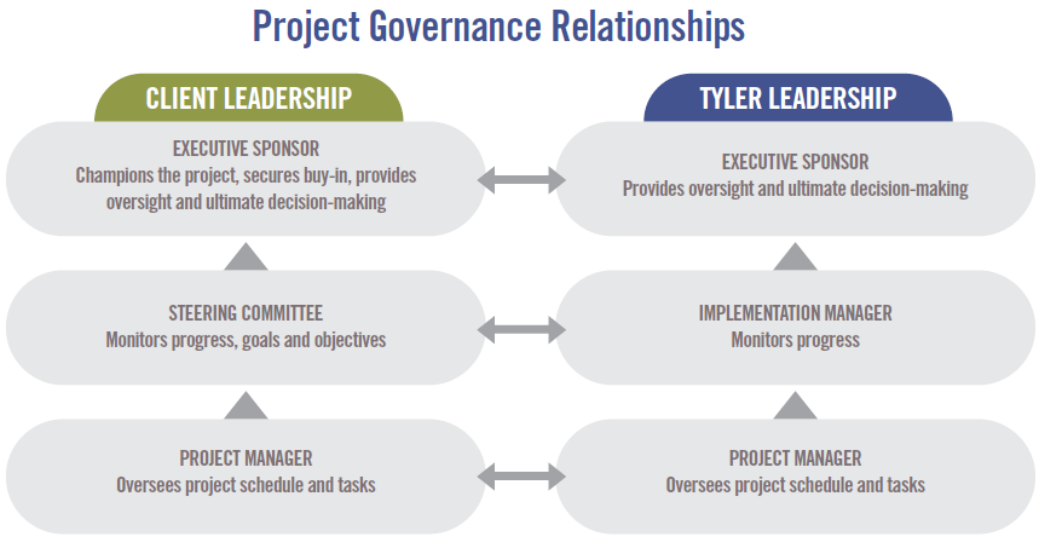
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Murfreesboro PD collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Murfreesboro PD Steering Committee become the escalation points to triage responses prior to escalation to Murfreesboro PD and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Murfreesboro PD and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Murfreesboro PD; for example, Murfreesboro PD may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Murfreesboro PD, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Murfreesboro PD will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Murfreesboro PD). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Murfreesboro PD office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Murfreesboro PD will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Murfreesboro PD project manager will strive to gain deliverable and decision approvals from all authorized Murfreesboro PD representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Murfreesboro PD department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Murfreesboro PD shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Murfreesboro PD does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Murfreesboro PD does not agree the particular Deliverable or Control Point meets requirements, the Murfreesboro PD shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Murfreesboro PD shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Murfreesboro PD does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Murfreesboro PD and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Murfreesboro PD, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Murfreesboro PD 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Murfreesboro PD 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Murfreesboro PD management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Murfreesboro PD project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.

- Develops initial Project schedule and Project Management Plan.
- Collaborates with Murfreesboro PD project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Murfreesboro PD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Murfreesboro PD any items that may impact the outcomes of the Project.
- Collaborates with Murfreesboro PD 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Murfreesboro PD 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Murfreesboro PD and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Murfreesboro PD through software validation process following configuration.
- Assists during Go-Live process and provides support until Murfreesboro PD transitions to Client Services.
- Facilitates training sessions and discussions with Murfreesboro PD and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Murfreesboro PD Roles & Responsibilities

Murfreesboro PD resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Murfreesboro PD Executive Sponsor

The Murfreesboro PD executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Murfreesboro PD steering committee, project manager(s), and functional leads to make critical business decisions for Murfreesboro PD.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Murfreesboro PD Steering Committee

The Murfreesboro PD steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Murfreesboro PD project manager and Project as a whole through participation in regular internal meetings. The Murfreesboro PD steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Murfreesboro PD steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule

- Project Goals
- Murfreesboro PD Policies
- Needs of other client projects

5.2.3 Murfreesboro PD Project Manager

Murfreesboro PD shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Murfreesboro PD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Murfreesboro PD project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Murfreesboro PD project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Murfreesboro PD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Murfreesboro PD staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all Murfreesboro PD resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Murfreesboro PD technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Murfreesboro PD Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Murfreesboro PD project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Murfreesboro PD resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Murfreesboro PD Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Murfreesboro PD business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Murfreesboro PD staff during and after implementation.

5.2.6 Murfreesboro PD End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Murfreesboro PD Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Murfreesboro PD third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 Murfreesboro PD Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Murfreesboro PD's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Murfreesboro PD and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Murfreesboro PD Change Management Lead

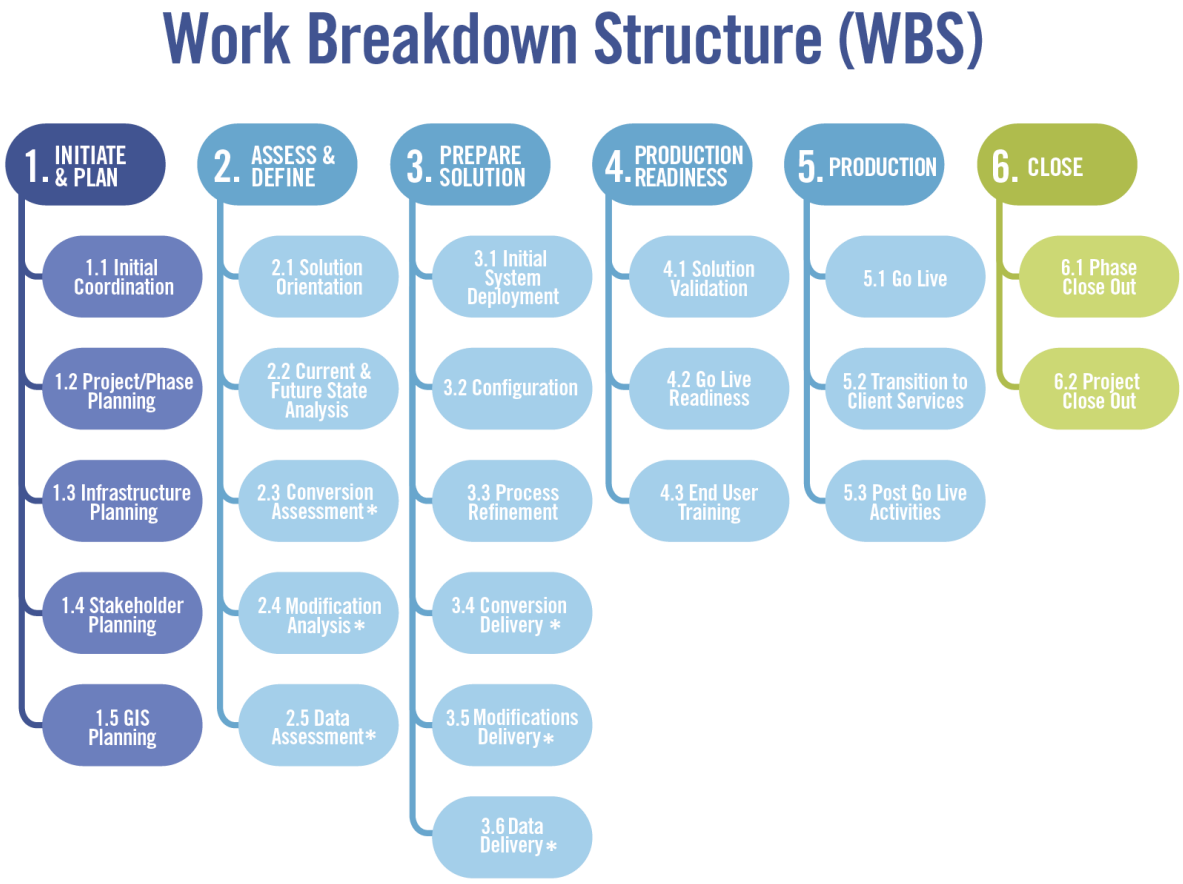
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by Murfreesboro PD.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Murfreesboro PD with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Murfreesboro PD gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Murfreesboro PD's team. During this step, Tyler will work with Murfreesboro PD to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Murfreesboro PD		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Murfreesboro PD to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Murfreesboro PD Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Murfreesboro PD's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Murfreesboro PD Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Murfreesboro PD provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Murfreesboro PD has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Murfreesboro PD to install License Software. The Murfreesboro PD is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Murfreesboro PD's infrastructure meets Tyler's application requirements.
- Ensure Murfreesboro PD's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning

	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	**System Passes Audit Criteria**

Work package assumptions:

- Murfreesboro PD will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Murfreesboro PD Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Murfreesboro PD team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined

- Project governance defined
- Project portal made available to Murfreesboro PD
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Murfreesboro PD business processes. This information will be used to identify and define business processes utilized with Tyler software. Murfreesboro PD collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Murfreesboro PD team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Murfreesboro PD team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Murfreesboro PD for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Murfreesboro PD and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Murfreesboro PD will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation

	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Murfreesboro PD attendees possess sufficient knowledge and authority to make future state decisions.
- Murfreesboro PD is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Murfreesboro PD is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Murfreesboro PD will provide network access for Tyler modules, printers, and Internet access to all applicable Murfreesboro PD and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Murfreesboro PD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Murfreesboro PD collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Murfreesboro PD Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Murfreesboro PD is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Murfreesboro PD users on how to execute processes in the system to prepare them for the validation of the software. Murfreesboro PD collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Murfreesboro PD understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Murfreesboro PD)	

Work package assumptions:

- None

6.3.4 Intentionally left blank.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Murfreesboro PD verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Murfreesboro PD organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Murfreesboro PD updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Murfreesboro PD will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Murfreesboro PD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Murfreesboro PD

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Murfreesboro PD users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Murfreesboro PD is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	End User Training	Murfreesboro PD signoff that training was delivered

Work package assumptions:

- The Murfreesboro PD project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Murfreesboro PD as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Murfreesboro PD departments.
- Murfreesboro PD will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Murfreesboro PD will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Murfreesboro PD to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Murfreesboro PD and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with Murfreesboro PD during Go-Live activities. Murfreesboro PD transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live															
	Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Murfreesboro PD will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Murfreesboro PD Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.

- The Murfreesboro PD Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Murfreesboro PD teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Murfreesboro PD onto the Tyler Client Services team, who provides Murfreesboro PD with assistance following Go-Live, officially transitioning Murfreesboro PD to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Murfreesboro PD teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Murfreesboro PD transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Murfreesboro PD for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Murfreesboro PD teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads

	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Murfreesboro PD may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Murfreesboro PD teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Murfreesboro PD and Tyler leadership	I	A	R						I	I	C						

Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Murfreesboro PD will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Murfreesboro PD Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.

- Tyler will provide a written agenda and notice of any prerequisites to the Murfreesboro PD project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Murfreesboro PD is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Murfreesboro PD to make process changes.
- Murfreesboro PD is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Murfreesboro PD is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Murfreesboro PD resources will participate in scheduled activities as assigned in the Project Schedule.
- The Murfreesboro PD team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Murfreesboro PD will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Murfreesboro PD will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Murfreesboro PD makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Murfreesboro PD will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Murfreesboro PD will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Intentionally left blank.

7.5 Facilities

- Murfreesboro PD will provide dedicated space for Tyler staff to work with Murfreesboro PD resources for both on-site and remote sessions. If Phases overlap, Murfreesboro PD will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Murfreesboro PD will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. No Conversion - Intentionally left blank.

10. Additional Appendices

10.1 Brazos Appendix

10.1.1 Items included in Project

CMS - Tyler Incode
RMS - TriTech (Vision)
TITAN - TN

10.1.2 Brazos Key Project Assumptions

- The Murfreesboro PD and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The Murfreesboro PD will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The Murfreesboro PD will provide work space for Tyler Services for work completed on Murfreesboro PD premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- The Murfreesboro PD will maintain primary responsibility for the scheduling of Murfreesboro PD employees and facilities in support of project activities.
- The Murfreesboro PD shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The Murfreesboro PD will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
    - 72.32.135.120 (syncsvc.brazostech.com) (ports 80 and 443)
    - 72.32.135.125 (syncsvc2.brazostech.com) (ports 80 and 443)
    - 98.129.131.213 (Reports2014.brazostech.com) (ports 80 and 443)
    - 72.32.135.124 (www.brazostech.com) (ports 80 and 443)
    - 72.32.135.122 (my.brazostech.com) (ports 80 and 443)
    - 207.182.213.55 (brazossupport.tylertech.com) (ports 80 and 443)
- The Murfreesboro PD will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- The Murfreesboro PD is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The Murfreesboro PD has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The Murfreesboro PD has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the Murfreesboro PD has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the Murfreesboro PD will be held to the same standards of delivery as those assigned to Tyler Technologies.

- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The Murfreesboro PD will deploy initially on 200 iPhones and 8 PDA's.
- Deployment of the Tyler Brazos ECS for the Murfreesboro PD will utilize the existing Tyler hosted server environment.
- All Murfreesboro PD personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

10.1.3 Out of Scope

- Custom interfaces. Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- Custom reports. Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- Undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The Murfreesboro PD may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

11. Project Timeline

11.1 Intentionally left blank.

INVESTMENT SUMMARY FOR:
City of Murfreesboro Police Department, TN

PRESENTED BY:
Mark Lepley

4/20/2021

INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 13,500
Third-Party Products	$ 0
Other Cost	$ 0
Travel	
Total One-Time Cost	$ 13,500
Annual Recurring Fees/SaaS	$ 105,642
Tyler Software Maintenance	$ 0

Quoted By:	Mark Lepley
Quote Expiration:	5/17/21
Quote Name:	Brazos eCitation/eCrash 5 Year SaaS (iOS & Android Configurations) Sourcewell Co-Op Contract purchase: Tyler ID#090320-TTI and Murfreesboro ID#120698

Sales Quotation For:
City of Murfreesboro Police Department
1004 North Highland Avenue
Murfreesboro, TN 37013
Phone: +1 (615) 849-2673

Shipping Address:
City of Murfreesboro Police Department
1004 North Highland Avenue

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
Task: Misdemeanor Citation	$ 0	$ 0	$ 0	$ 0
Total	$ 0	$ 0	$ 0	$ 0
TOTAL	**$ 0**	**$ 0**	**$ 0**	**$ 0**

Annual / SaaS

Description	Quantity	Fee	Discount	Annual

Brazos				
Subscription License Fees				
Brazos Subscription No Hardware	208	$ 292	$ 0	$ 60,736
Crash Report Software (w/Drawing Tool)	208	$ 100	$ 0	$ 20,800
Real Time Query - Message Switch - handheld PDA	208	$ 100	$ 0	$ 20,800
Interface				
Interface: Tyler Incode Court Case Mgmt System	1	$ 0	$ 0	$ 0
Interface: TriTech (Vision) Records Mgmt System	1	$ 1,653	$ 0	$ 1,653
Interface: TITAN (Tennessee Integration Traffic Analysis Network)	1	$ 1,653	$ 0	$ 1,653
Task				
Task: Tow/Impound Report (custom)	1	$ 1,653	$ 1,653	$ 0
Task: eCitations/Summons Task	1	$ 1,653	$ 1,653	$ 0
TOTAL				**$ 105,642**

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Standard CrashTraining Package	1	$ 1,500	$ 0	$ 1,500	$ 0
Real Time Query - Message Switch - Setup & Configuration	1	$ 5,500	$ 0	$ 5,500	$ 0
MOD: Crash Report - set up and config	1	$ 6,500	$ 0	$ 6,500	$ 0
Incode Interface: Set Up & Configuration	1	$ 0	$ 0	$ 0	$ 0
Training	3	$ 0	$ 0	$ 0	$ 0
Set-Up & Configuration for hardware platform - HANDHELD	2	$ 0	$ 0	$ 0	$ 0
Brazos Project Management	1	$ 0	$ 0	$ 0	$ 0
TOTAL				**$ 13,500**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 105,642
Total Tyler Services	$ 13,500	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Contract Total	**$ 119,142**	

Comments
Agency is responsible for paying any applicable state taxes. Contract total does not include tax.
Included in quote:

Two configurations (iOS and Android)
eCitation SaaS License (200 iOS and 8 PDA Devices)
eCrash SaaS License (208 Users)
Brazos Message Switch SaaS License (208 Devices)
eCitation Task
Tow Task (Custom)
Misdemeanor Task
Traffic Citations
Misdemeanor Citations
Warning Citations

Local Ordinance Citations
RMS Interface (Central Square Inform)
TITAN Interface (Crash Reports)

INVESTMENT SUMMARY FOR:
City of Murfreesboro Police Department, TN

PRESENTED BY:
Mark Lepley

4/20/2021

INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 0
Third-Party Products	$ 18,183
Other Cost	$ 0
Travel	
Total One-Time Cost	$ 18,183
Annual Recurring Fees/SaaS	$ 0
Tyler Software Maintenance	$ 0

Quoted By:	Mark Lepley
Quote Expiration:	10/17/21
Quote Name:	Brazos Hardware (TC77 PDA's)

Sales Quotation For:
City of Murfreesboro Police Department
1004 North Highland Avenue
Murfreesboro, TN 37013
Phone: +1 (615) 849-2673

Shipping Address:
City of Murfreesboro Police Department
1004 North Highland Avenue

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
Zebra EVM, HH, TC77, supports GSM + Verizon (TC77HL-5ME24BG-FT)	8	$ 1,615	$ 12,920	$ 0	$ 0
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year	8	$ 505	$ 4,040	$ 0	$ 0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	2	$ 472	$ 944	$ 0	$ 0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	2	$ 19	$ 38	$ 0	$ 0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	2	$ 67	$ 134	$ 0	$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	$ 10	$ 20	$ 0	$ 0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	3	$ 29	$ 87	$ 0	$ 0
TOTAL			**$ 18,183**		**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 18,183	$ 0
Summary Total	**$ 18,183**	**$ 0**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Quote includes the following:

- PDA Hardware (8 Zebra TC77 Handheld Devices)*
- 5 year extended warranty for all devices**
- 5 Bay charger/ethernet cradles (2)
- PDA Stylus (9)

*TC77 devices can connect to Wifi and Cell Data (AT&T or Verizon activation/cost is the sole responsibility of the customer)

**Warranty covers everything except for Loss or Stolen

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Purchase of Data Backup Equipment from Insight Public Sector

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of Rubrik Data Backup Appliance for public safety network.

Staff Recommendation

Approve the purchase of backup equipment from Insight Public Sector.

Background Information

The current backup appliance was purchased in 2016 and has reached the end of its serviceable life. MPD will receive a promotional credit toward the purchase of the replacement equipment. This product provides redundancy that ensures business continuity.

Council Priorities Served

Maintain Public Safety

Backup systems are necessary to provide redundancy for disaster recovery of critical data.

Fiscal Impact

This expense, $139,986, is funded by the FY21 CIP Bute and $14,846 funded by MPD's FY22 operating budget.

Attachments

1. Contract with Insight Public Sector
2. Quote 224457248 from Insight Public Sector

DocuSign Envelope ID: E3E1DFDB-DF8C-455E-98C4-135929EB1A87

FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR
EQUIPMENT & MAINTENANCE SERVICES

This First Amendment ("First Amendment") to the Contract entered December 5, 2019, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Insight Public Sector, Inc., a corporation of the State of Illinois, ("Contractor") is effective as of this July 29, 2021.

RECITALS

WHEREAS, on December 5, 2019, the City entered into a contract with Insight Public Section, Inc. for data storage equipment and maintenance services pursuant to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644; and,

WHEREAS, the term of the original OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 and the contract between the City and Contractor is currently from December 5, 2019, to April 30, 2021; and,

WHEREAS, on January 15, 2021, the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 was amended to extend the term of the contract from May 1, 2021 through April 30, 2023 at existing prices, terms and conditions (hereinafter referred to as Amendment No. 5 to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644);

WHEREAS, the City and Contractor desire to extend the City's contract with Insight Public Sector Inc. to comply with Amendment #5 of the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from May 1, 2021 until April 30, 2023. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of July 29th, 2021.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

DocuSigned by:
By: Lisanne Steinheiser
Lisanne Steinheiser
Erica Paciletti, Senior SLED & Healthcare Capture Manager

Approved as to form:

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

Agreement for Data Storage Equipment

This Agreement is entered into and effective as of the 5th day of December 2019, by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Insight Public Sector, Inc.** a Corporation of the State of Illinois ("Contractor").

This Agreement consists of the following documents:

- This document
- OMNIA Partners (formally U.S. Communities) Proposal No.: 4400006644
- Insight Public Sector Quotation #221747697
- 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 Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, Contractor's Proposal – OMNIA Partners Proposal No.: 4400006644
- Lastly, Insight Public Sector Quotation #221747697

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase "Date Storage Equipment" from Insight Public Sector in accordance with the Contractor's Proposal (No.: 33102018-72169DSP) and Quote #221747697.

2. **Term.** Contractor's performance may be terminated in whole or in part:
   a. Contract expires April 30, 2021 per OMNIA Partners Proposal No.: 4400006644.
   b. Upon 30-day prior notice, for the convenience of the City.
   c. 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.
   d. 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.
   e. 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.
   f. 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 Agreement is set forth in the Insight Public Sector Quotation #221747697 which reflects a total purchase

of $119,605.35. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Payment Terms: Net 30 days after receipt of goods
c. Deliveries of all items shall be made within 5 weeks of issuance Purchase Order to Attn: Bill Terry – Police Department - 1004 North Highland Avenue, Murfreesboro, TN 37130 - Contact Person: Bill Terry (tel. 615-907-2249; email: wterry@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
d. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
e. 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.
f. All deliveries made pursuant to the Agreement 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 purchase price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

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

6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the

performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

   i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

      1. Procure for the City the right to continue using the products or services.
      2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
      3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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:	If to the Contractor:
City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	Insight Public Sector Erica Falchetti 6820 S. Harl Ave., Tempe, AZ 85383

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **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.

11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

22. **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.

23. **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.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of December 5, 2019 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

By: _____

Erica Falchetti, Senior SLED & Healthcare Capture Manager

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

Quotation

Quotation Number	:	224457248
Document Date	:	09-DEC-2021
PO Number	:	
PO Release	:	
Sales Rep	:	Ashley McDonald
Email	:	ASHLEY.MCDONALD@INSIGHT.COM
Telephone	:	+18004674448
Sales Rep 2	:	Branden Maiorano
Email	:	BRANDEN.MAIORANO@INSIGHT.COM
Telephone	:	+17372473702

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	United Parcel Services/Ground
Terms of Delivery:	:	FOB DESTINATION
Currency	:	USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.
In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
RBK-PS-INST-CMUR	Rubrik Professional Services - installation / configuration OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 6526.99 Discount %: 22.228%	1	5,076.14	5,076.14
RBKR6412SHW01-CMUR	Rubrik R6412S - NAS server - 145.6 TB OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.000%	1	0.00	0.00
RBKREFHWCREDI-CMU	RUBRIK GO REFRESH PROMOTIONAL CREDIT FOR NEW HARDWARE - Coverage Dates: 28-JAN-2022 - 27-JAN-2025 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.000%	1	0.00	0.00
RBKSVCPREMHW1-CM	RUBRIK PREMIUM SUPPORT FOR HARDWARE, PREPAY OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 12032.99 Discount %: 18.805%	1	9,770.18	9,770.18

Material	Material Description	Quantity	Unit Price	Extended Price
RBKSFPTSR011-CMUR	RUBRIK 10G/1G DUAL RATE SFP+ TRANSCEIVER, PACK OF 4 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1230.99 Discount %: 5.157%	1	1,167.51	1,167.51
RBKF3MCBL011-CMUR	RUBRIK FIBER OPTIC OM3 LC/LC CABLE, 3M, PACK OF 4 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 335.99 Discount %: 49.641%	1	169.20	169.20
RBKGOFNDNR6412-CMU	Rubrik Go Foundation Edition - subscription license (1 month) - 1 license - Coverage Dates: 28-JAN-2022 - 27-JAN-2025 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 150019.99 Discount %: 8.256%	1	137,634.92	137,634.92
RBKDATAMIGRAT-CMU	RUBRIK RUBRIK DATA MIGRATION SERVICE ONLY, MUST BE USED WITH IN 1 YEAR OF PURCHASE (UP TO 4 RUBRIK APPLIANCES), PREPAY - Coverage Dates: 28-JAN-2022 - 27-JAN-2025 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1106.99 Discount %: 8.289%	1	1,015.23	1,015.23

Product Subtotal	139,986.86
Services Subtotal	14,846.32
TAX	0.00
Total	154,833.18

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Branden Maiorano
+17372473702
BRANDEN.MAIORANO@INSIGHT.COM

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

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Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight’s online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight’s online Terms of Sale can be found at the “terms-and-policies” link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings (“Software and Cloud Offerings”), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the “terms-and-policies” link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Award of Mechanical/Electrical Services Contract

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approve the Water Resource Recovery Facility (WRRF) Biosolids Polymer System Replacement in conjunction with a renewal of the Mechanical/Electrical Services Contract (MESC).

Staff Recommendation

Award the Mechanical/Electrical Services Contract (MESC) and Task Order 22-01 Biosolids Polymer System Replacement to John Bouchard & Sons in the amount of $1,285,723.

Background Information

Staff received bids for the MESC on January 11, 2022. One bid was submitted by John Bouchard & Sons. The concept of using a large "anchor" project such as the Biosolids Polymer System Replacement, to establish a base bid to determine the lowest responsible and responsive contractor with an accompanying supplemental unit pricing schedule to establish "future" Task Orders is consistent with the way the Department constructed the last two service-based contracts. The supplemental pricing provided in this current bid is commensurate with industry standards.

The development of the original service contract in 2014 was the result of discussions with the Department's maintenance supervisors and technicians. The maintenance staff communicated the need for on-going labor services in the form of skilled tradesman and unskilled labor, as well as ancillary equipment, to aid in the larger equipment replacement projects and heavier maintenance activities at the plants. The contract allows the City the ability to renew annually up to three years to avoid lengthy bid processes when relatively minor mechanical and electrical repairs are needed.

The previous two MESC contracts were with John Bouchard & Sons and have proven to be efficient and cost-effective in completing maintenance repair and replacement items.

The Department's working capital reserves are adequate to support the costs associated with task orders for repair and replacement items in future, supplemental task orders.

Council Priorities Served

Responsible budgeting

Utilizing this type of contract, with assigning Task Orders, allows larger maintenance type projects to be completed at a reduced amount as it avoids the cost and time of full designs and the bid process.

Fiscal Impact

This expenditure, $1,400,000, has been budgeted in MWRD's FY23 working capital reserves.

Attachments

1. Mechanical/Electrical Services Contract
2. JB&S 2022 Bid and Supplemental Labor & Equipment Pricing

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"Nondiscrimination in Federally Assisted Programs" – No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of the City of Murfreesboro, Tennessee Government that all its services and activities be administered in conformance with the requirements of Title VI.

The Owner reserves the right to waive any informality or to reject any or all bids. Each bidder must deposit with his bid, security in the amount of five percent (5%) of the amount of bid subject to the conditions provided in the Instructions to Bidders. In accordance with provisions of TCA 62-6-119, the name, license number, expiration date thereof, and license classification of the contractors applying to the bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning, and masonry subcontracts shall appear on the outside of the envelope containing the bid. Failure of any bidder to comply therewith shall void such bid and the envelope containing such bid shall not be opened or considered, and will be returned to the Bidder unopened.

No Bids will be received or accepted after the above specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.No Bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

City of Murfreesboro, Tennessee

_____ Date

_____ Craig Tindall, City Manager

SECTION 00 40 00

BID FORM

ARTICLE 1 - BID RECIPIENT

1.1 This bid is submitted by:

Bidder's Name: John Bouchard & Sons Co

1.2 This bid is submitted to:

Owner: City of Murfreesboro
Address: Operations and Maintenance Building
1725 S. Church Street
Murfreesboro, TN 37130
Project Title: WATER/WASTEWATER MECHANICAL/ELECTRICAL SERVICES CONTRACT; Task Order 22-01, Biosolids Polymer System

1.3 The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.2 Bidder, as specified in paragraph 15.4 of the Instructions to Bidders, does hereby agree to a 30-day extension of the period for acceptance of Bids from expiration of the specified 60-day period after the scheduled Bid opening (total of 90 days) and that, if awarded the Contract, the 30-day extension shall be at no change in the Contract Price.

ARTICLE 3 - BIDDER REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
NONE	

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder agrees that he is solely responsible for verifying the exact nature, character, quality, and quantity of all conditions to be encountered.

E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in paragraph 4.06 of the General Conditions.

F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

G. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder agrees that he shall neither have nor assert against the Owner or Engineer any claim for damages for extra work or otherwise or for relief from any obligation of these Contract Documents based upon the failure by the Owner or Engineer to obtain or to furnish additional subsurface information or to furnish all subsurface information in the Owner's or Engineer's possession or based upon any inadequacy or inaccuracy of the information furnished.

I. Bidder agrees that all subsurface information is made available only as a convenience, without express or implied representation, assurance, or guarantee that the information is adequate, complete, or correct, or that it represents a true picture of the subsurface conditions to be encountered, or that all pertinent subsurface information in the possession of the Owner or Engineer has been furnished. Bidder must interpret such information according to his own judgment.

J. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

K. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

L. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

M. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

N. Bidder has examined the Contract Documents and has acquired sufficient knowledge of the required work to the extent that Bidder clearly understands his obligations and responsibilities.

O. Bidder has coordinated with and obtained from equipment manufacturers and suppliers as required by individual specification sections and as deemed necessary by Bidder general arrangement drawings, process and instrumentation diagrams (P&IDs), electrical and instrumentation wiring, cabling and conduit requirements, plumbing and process piping and valve requirements, ancillary equipment requirements, and any other information necessary for Bidder to adequately price materials and labor required to be provided both by the equipment manufacturer and by the Bidder to provide fully functional equipment and systems.

P. Bidder has contacted proper authorities having jurisdiction over utilities which are involved in project and ascertained from said authorities locations at which each separate utility may be made available to project site.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.1 Bidder further represents that:

A. Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

E. Bidder shall execute and submit a copy of the attached Drug Free Workplace Affidavit, Non-Collusion Affidavit of Prime Bidder, Letter from Surety, Statement of License Certificate, and List of Proposed Subcontractors with the Bid.

F. Bidder, by submitting his Bid, agrees that he is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing bids.

G. Bidder states that he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment, to be so performed or furnished by him.

H. Bidder states that he is familiar with all Federal, State, and local Laws, ordinances and regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special acts relating to the work or to the project of which it is a part.

I. Bidder states that such temporary and permanent work required by the Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.

J. Non-discrimination and Non-conflict Statement:

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of The City of Murfreesboro, Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the agreement.

3. Title VI of the 1964 Civil Rights Act: "Nondiscrimination in Federally Assisted Programs" – No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

4. It is the policy of The City of Murfreesboro, Tennessee Government that all its services and activities be administered in conformance with the requirements of Title VI.

K. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. This is commonly referred to Iran Divestment Act.

ARTICLE 5 - BID PRICES

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM BIOSOLIDS POLYMER SYSTEM REPLACEMENT AND UPGRADE (TASK ORDER 22-01)		
SCHEDULE A – LUMP SUM BID ITEMS		
ITEM NO.	**DESCRIPTION**	**ITEM TOTAL**
1.	Biosolids Polymer System Replacement and Upgrade, complete lump sum bid	$ 367,322.44
SCHEDULE B – ALLOWANCE AND GUARANTEED PRICE ITEMS		
ITEM NO.	**DESCRIPTION**	**ITEM TOTAL**
2.	Construction Contingency Allowance	$25,000.00
3.	Cash Allowance for Purchase and Installation of One (1) Hach Solitax Probe	$15,000.00
4.	Guaranteed Price for Polymer System Equipment and Controls as identified in the UGSI proposal dated December 9, 2021	$573,996.00
5.	Guaranteed Price for Rotary Press Control System Upgrades as identified in the Fournier proposal dated December 8, 2021	$178,884.86
6.	Guaranteed Price for Sludge Conveyor Control Panel replacement as identified in the Spirac proposal dated December 14, 2021	$81,285.00
7.	Guaranteed Price for Controls Integration Services as identified in the MR Systems proposal dated December 9, 2021	$44,235.00
SCHEDULE C – LABOR SUPPLEMENTAL UNIT PRICING SCHEDULE		
ITEM NO.	**DESCRIPTION**	**REGULAR RATE** / **OVERTIME RATE**
8.	Project Manager	$ 85.00 / $ 125.00

9.	Superintendent	$ 80.00	$ 120.00
10.	Pipeftter/Welder	$ 68.00	$ 102.00
11.	Sprinkler Fitter	$ 60.00	$ 90.00
12.	Electrician	$ 66.00	$ 99.00
13.	Apprentice/Helper	$ 50.00	$ 75.00
14.	Expediter/Delivery	$ 35.00	$ 52.00
15.	Machine Shop Millwright	$ 78.00	$ 117.00
16.	HVAC/Plumbing Service Technician	$ 78.00	$ 117.00
17.	Air Compressor Technician	$ 78.00	$ 117.00
18.	Laborer (Skilled)	$ 50.00	$ 75.00
19.	Laborer (Non-skilled)	$ 40.00	$ 60.00

SCHEDULE D – EQUIPMENT SUPPLEMENTAL UNIT PRICING SCHEDULE

ITEM NO.	DESCRIPTION	RATE/HOUR
20.	Welder	$ 16.00
21.	Power Threader	$ 12.00
22.	Mini/Midi Hammer	$ 10.00
23.	Variable Reach Forklift	$ 28.00
24.	Pickup Truck	$ 17.00
25.	Scissor Lift	$ 20.00
26.	Skid Steer	$ 26.00
27.	Boom Man Lift	$ 30.00
28.	Cat 420D Backhoe	$ 35.00
29.	Street Plate	$ 7.00
30.	185 CFM Compressor	$ 16.00
31.	~~ECM 350~~	$

32.	~~Air Track Drill~~	$
33.	Pipe Laser	$ 22.00
34.	~~Total Station EDM~~	$
35.	15 Ton Boom Truck	$ 120.00
36.	~~30-50 Ton RT Crane~~	$
37.	~~80 Ton Crawler Crane~~	$
38.	3" Submersible Pump	$ 12.00
39.	6" Hydraulic Pump	$ 17.00

TOTAL BASE BID

DESCRIPTION	TOTAL BASE BID PRICE
Total Base Bid (Sum Total of Items 1 thru 7), (in figures)	$ 1,285,723.30

Total Base Bid (in words)

one million, two hundred eighty five thousand, seven hundred and twenty three dollars and thirty cents

5.2 NOTE: An itemization of the schedule of hourly labor rates and equipment rates (consistent with the supplemental unit pricing schedule), and respective hours expected to be employed by each item in performing the work associated with the lump sum Task Order 22-01 shall also be submitted with the bid proposal. This breakdown is not intended to examine or modify the lump sum pricing of the bid proposal, but ensure that the supplemental unit pricing schedule is not overly escalated or imbalanced between the immediate work and anticipated future work.

5.3 All specific cash allowances and guaranteed prices are included in the price(s) set forth above and have been computed in accordance with the following:

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

1. Cash Allowances:

a. Contractor agrees that:

1) the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

Murfreesboro Service Contract Rate Sheet - 2022			
1940160-Murfreesboro Polymer System Upgrades Estimate Mechancial & Electrical 1/10/22			
Description	**Qty (hrs)**	**Rate**	**Extended**
Project Mgr (RT)	80	$85.00	$6,800.00
Project Mgr (OT)		$125.00	$0.00
Superintendent (RT)	24	$80.00	$1,920.00
Superintendent (OT)		$115.00	$0.00
Pipefitter/Welder (RT)	630	$68.00	$42,840.00
Pipefitter/Welder (OT)		$102.00	$0.00
Sprinkler Fitter (RT)		$60.00	$0.00
Sprinkler Fitter (OT)		$90.00	$0.00
Electrician (RT)	652	$66.00	$43,032.00
Electrician (OT)		$99.00	$0.00
Apprentice/Helper (RT)	646	$50.00	$32,300.00
Apprentice/Helper (OT)		$75.00	$0.00
Expediter/Delivery (RT)	16	$35.00	$560.00
Expediter/Delivery (OT)		$52.00	$0.00
Machine Shop Millwright (RT)		$78.00	$0.00
Machine Shop Millwright (OT)		$117.00	$0.00
HVAC/Plb Service Tech (RT)		$78.00	$0.00
HVAC/Plb Service Tech (OT)		$117.00	$0.00
Air Compressor Tech (RT)		$78.00	$0.00
Air Compressor Tech (OT)		$117.00	$0.00
Laborer - Skilled (RT)		$50.00	$0.00
Laborer - Skilled (OT)		$75.00	$0.00
Laborer - Unskilled (RT)		$40.00	$0.00
Laborer - Unskilled (OT)		$60.00	$0.00

Equipment	**Qty (hrs)**	**Rate/Hr**	**Extended**
Welder		$16.00	$0.00
Power Threader	80	$12.00	$960.00
Mini/Midi Hammer		$10.00	$0.00
Variable Reach Forklift		$28.00	$0.00
Pickup Truck	1282	$17.00	$21,794.00
Scissor Lift	106	$20.00	$2,120.00
Skid Steer		$26.00	$0.00
Boom Man Lift		$30.00	$0.00
Cat 420D Backhoe		$35.00	$0.00
Street Plate		$7.00	$0.00
185 CFM Compressor		$16.00	$0.00
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		$22.00	$0.00
Total Station EDM		N/A	
15 ton Boom Truck*		$120.00	$0.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		$12.00	$0.00
6" Hydraulic Pump		$17.00	$0.00

Materials & Subcontractors		
Electrical Materials		$24,588.00
(4) VFDs & Factory Startup		$22,841.32
Fournier Allowance		$178,884.86
Spirac Allowance		$81,285.00
MR Systems Allowance		$44,235.00
Mechanical Materials		$36,000.00
Steel/Aluminum Platform		$18,000.00
Contingency Allowance		$25,000.00
Hach Solitax Allowance		$15,000.00
UGSI Allowance		$573,996.00
Payment & Performance Bond		$10,531.00
Markup on Material & Subcontractors	10.00%	$103,036.12

TOTAL QUOTE	$1,285,723.30

2) Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

2. Contingency Allowance:

a. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

3. Guaranteed Prices

a. It is understood that Contractor has included in the Contract Price all guaranteed prices so named in the Contract Documents and shall cause the Work so covered to be performed for the included guaranteed prices. Contractor agrees that:

b. except as set forth in the Contract Documents, the guaranteed prices include the cost to Contractor of materials and equipment required by the guaranteed prices to be delivered at the Site, the providing of manufacturer's start-up services; and

c. except as set forth in the Contract Documents, Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, all applicable taxes and other expenses contemplated for the guaranteed prices have been included in the Contract Price and not in the guaranteed prices, and no demand for additional payment on account of any of the foregoing will be valid.

5.4 The Schedule A, Item 1 lump sum bid price shall not include Schedule B, Schedule C, and Schedule D costs.

~~5.5 Each Bidder shall submit unit prices for the Adjustment Price Items listed in the above Bid Form, which will apply in the event additions to or deductions from the applicable Work to be performed under the Contract are ordered. All Adjustment Price Item prices are included in the price(s) set forth below and have been computed in accordance with paragraph 11.04 of the General Conditions. These adjustment price items will be considered in the award of the Contract. Estimated quantities listed in the Adjustment Price Items schedule are not guaranteed and final payment for all Adjustment Price Items will be based on actual quantities provided, determined as provided in the Contract Documents. The quantities listed may increase or decrease depending upon the actual change of scope items or change orders required. Any unused portions of the following quantities shall be credited to the Owner on the Contractor's final request for payment.~~

5.6 It is understood and agreed by Bidder that Owner reserves the unrestricted privilege to reject any or all of the foregoing adjustment prices which it may consider excessive or unreasonable, or to accept, by including the same in the Contract as unit prices applicable in the event of additions to or deductions from applicable Work to be performed under the Contract, any or all of such adjustment prices which it may consider fair and reasonable. Rejection of one or more adjustment prices will not invalidate acceptance of this Bid.

5.7 The Total Base Bid shall be the price submitted for furnishing of all labor, materials and equipment for the construction work required for a complete operating installation as described in the Contract Documents. The Total Base Bid shall be deemed to be full compensation for all required labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative

procedures, applicable taxes, permit fees, overhead, profit, and other miscellaneous expenses. The Total Base Bid submitted by the successful bidder combined with any additive or deductive bid amounts on alternates accepted by the Owner shall become the Contract Price.

5.8 Basis of Award:

A. Award of the Contract will be made on the basis of the lowest, responsive, responsible Total Base Bid, as described in the Instructions to Bidders.

B. The lowest responsive, responsible Bid will be the Total Bid Amount of the Bidder meeting all the requirements of the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages and Engineer's charges for delay in completion in the event of failure to complete the Work within the Contract Times as stated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of; (indicate which):

☐ A certified or bank check in an amount of five percent (5%) of Bidder's maximum Bid price;

☒ A Bid bond issued by a surety in an amount of five percent (5%) of Bidder's maximum Bid price and meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

B. Drug Free Workplace Affidavit.

C. Non-Collusion Affidavit of Prime Bidder.

D. Iran Divestment Act

ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.1 This bid is:

Submitted on January 11 2022.

State Contractor License No. 319 . (If applicable)

If Bidder is:

~~An Individual~~

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

~~A Partnership~~

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: John Bouchard & Sons Co (SEAL)

State of Incorporation: Tennessee

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____

Name (typed or printed): William D Morgan

Title: President (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 1024 Harrison St. Nashville TN 37203

_____

Phone No.: 615.256.0112 FAX No.: 615.256.2427

Date of Qualification to do business is Incorporated 1913

~~Joint Venture~~

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

_____

NOTE: Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT is by and between The City of Murfreesboro (hereinafter called Owner) and John Bouchard & Sons Co. ,(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Task Order 22-01 Biosolids Polymer System Upgrades

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF MURFREESBORO
WATER/WASTEWATER MECHANICAL/ELECTRICAL SERVICE CONTRACT
Task Order 22-01, Biosolids Polymer System

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Smith Seckman Reid, Inc.
2995 Sidco Avenue
Nashville, Tennessee 37204

3.02 The Owner has retained Smith Seckman Reid, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Milestones, Substantial Completion and Final Payment

A. The Work will be substantially completed within two hundred (200) days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within two hundred thirty (230) days after the date when the Contract Times commence to run. Except, Milestone #1, is to include the installation and having fully operational the polymer equipment for presses 1-4 and is to be substantially completed within one hundred seventy (170) days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Milestone #1: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Milestone #1 until the Work is complete.

2. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $ 1,285,275.30

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

Total of Lump Sum Amount $ 1,285,275.30 ,

(in words) One million two-hundred eighty five thousand two hundred seventy five dollars and thirty cents

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

C. All included adjustment prices items will apply in the event additions to or deductions from the applicable Work to be performed under the Contract Documents are required.

D. The following alternates are included in the above price: NA .

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. Ninety five percent (95%) of Work completed (with the balance being retainage) including allowances and guaranteed prices; and

b. Ninety five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage). This material and equipment shall be undamaged, suitably stored on or off site, and accompanied by documentation satisfactory to Owner in accordance with the General Conditions.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion in accordance with the General Conditions.

6.03 Escrow Account

A. If the Contract is $500,000 or more, all funds retained shall be deposited in an escrow account established upon withholding any retainage and handled in accordance with Tennessee Code Annotated (TCA) § 66-34-104. When the major portion of the Work is substantially completed or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to Contractor, withholding only that amount necessary to assure final completion.

B. Owner must provide notice with each and every pay application that the Owner has complied with the requirements of Tennessee Code Annotated (TCA) § 66-34-104 with respect to escrow retainage.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as provided in the General Conditions, but in no instance shall final payment of any undisputed amount be held for a period exceeding ninety (90) days after the certificate of substantial completion is issued.

6.05 Withholding of Payments

A. Owner may withhold any payment ~~which Engineer refuses to recommend~~ as a result of one or more citations ~~made by Engineer~~ under the General Conditions, or because claims have been made against Owner or Liens have been filed in connection with the Work. Owner may continue to withhold such payment until said citations have been removed ~~or remedied to Engineer's satisfaction~~ or until the claims have been settled and liens discharged to Owner's satisfaction.

ARTICLE 7 - INTEREST

7.01 ~~All amounts not paid when due shall bear interest at a 3-percent interest rate.~~

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement (pages 00 50 00-1 to 00 50 00-10, inclusive);

2. Performance Bond (pages 00 61 00-1 to 00 61 00-4, inclusive);

3. Payment Bond (pages 00 62 00-1 to 00 62 00-4, inclusive);

4. Other Bonds (pages _____ to _____, inclusive);

   a. _____ (pages _____ to _____, inclusive);

   b. _____ (pages _____ to _____, inclusive);

   c. _____ (pages _____ to _____, inclusive);

5. General Conditions (pages 00 70 00-1 to 00 70 00-65, inclusive);

6. Supplementary Conditions (pages 00 80 00-1 to 00 80 00-33, inclusive);

7. Specifications as listed in the table of contents of the Contract Documents and Specifications (pages 00 01 00-1 to 00 01 00-3, inclusive)

8. Drawings bearing the following general title: WATER/WASTEWATER MECHANICAL/ELECTRICAL SERVICE CONTRACT

9. Addenda (numbers _ to _, inclusive);

10. Exhibits to this Agreement (enumerated as follows):

a. Notice of Award (page 00 62 90-1 to 00 62 90-2, inclusive);

b. Contractor's Bid (pages 00 40 00-1 to 00 40 00-15, inclusive);

c. Bidder Qualification Questionnaire (pages 00 40 10-1 to 00 40 10-8, inclusive);

d. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive);

e. Advertisement for Bids (pages 00 10 00-1 to 00 10 00-2, inclusive);

f. Instructions to Bidders (pages 00 20 00-1 to 00 20 00-17, inclusive);

g. ~~Project Closeout Forms (00900-01 to 00900-6, inclusive);~~

h. Pre-Bid Meeting Minutes

11. Certificates of Insurance provided by Contractor in accordance with Article 5 of the General Conditions and Supplementary Conditions.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (page 00 62 90-1 to 00 62 90-2, inclusive);

b. Affidavit regarding conflicts of interest from Contractor in form described in Instructions to Bidders.

c. Written Amendments;

d. Work Change Directives;

e. Change Order(s);

f. Field Orders;

g. Engineer's Written Interpretations.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Base Bid Manufacturers

A. Contractor agrees to furnish and install certain manufacturer's equipment or material as listed in the Bid Form.

10.06 Contractor’s Certification

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid

or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Dispute Resolution: Owner and Contractor agree that the method and procedure for resolving disputes between them shall be as set forth in the General Conditions.

C. Contractor's Address: Unless Contractor notifies Owner and Engineer in writing to contrary, Contractor's address given in this Agreement shall be address to which official communications concerning Contract shall be mailed or delivered. In addition, official communications may be personally delivered to Contractor's on-site representative and such personally delivered communications shall have the same force and effect as those mailed or delivered to Contractor's address.

D. No Claims Against Individuals: No claim whatsoever shall be made by Contractor against any officer, agent or employee of Owner or Engineer for, or on account of anything done or omitted to be done in connection with Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in five original counterparts. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CITY OF MURFREESBORO

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

City of Murfreesboro

(I)_____

(I-1)_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Approved as to form:

_____

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

Phone: _____

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation or a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No. _____
(Where applicable)

Agent for service of process: _____

_____

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

Phone: _____

END OF SECTION

COUNCIL COMMUNICATION

Meeting Date: 02/03/2022

Item Title: Airport Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment to the Airport Commission.

Background Information

The Airport commission oversees the operations, maintenance, and leasing arrangements of the Murfreesboro Airport. The commission consists of seven members with two ex-officio members for three-year terms.

Council Priorities Served

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Fiscal Impacts

There is no fiscal impact related to the appointment.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

February 3, 2022

Members of City Council

RE: Recommended Appointment – Airport Commission

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

Appointment

Mr. Cannon Lowry replacing Mr. Clay Cooke (term expires February 28, 2025)
Mr. John Keech replacing Mr. John Polk (term expires February 28, 2025)

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov