

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
February 24, 2022

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

Ceremonial Item

STARS Award: Maria Routon

Consent Agenda

1. Affordable Housing Program – Legacy Pointe Development (Community Development)
2. Lease for Wee Care Day Care (Community Services)
3. FY22 City Manager Approved Budget Amendments (Finance)
4. Wine Sales Certificate of Compliance – Aldi #23 (Finance)
5. Purchase of Apparatus Mobile Computers (Fire)
6. Mandatory Referral for Abandonment of Sanitary Sewer Easement along East Northfield Boulevard (Planning)
7. Agreements for Vehicle Striping and Logos (Police)
8. Contract for Purchase of Polaris Ranger UTVs (Police)
9. Purchase of Mobile Data Mounting Hardware (Police)
10. Contract Extension with Heritage Cleaners (Police/Fire)
11. Main Street Banner Request (Street)
12. Asphalt and Concrete Purchase Report (Street)
13. Contract with TDOT for Preventive Maintenance Expenses (Transportation)

Minutes

14. City Council Minutes (Finance)
 - a. January 20, 2022 Special Meeting
 - b. January 27, 2022 Regular Meeting
 - c. February 3, 2022 Public Comment
 - d. February 3, 2022 Regular Meeting

Old Business

Ordinance

15. FY22 Budget Amendment (Administration)
 - a. Approve any changes
 - b. 2nd and Final Reading: Ordinance 22-O-01

Land Use Matters

16. Ordinance 21-OZ-41 Zoning for property located along Florence Road (2nd and final reading) (Planning)
17. Ordinance 21-OZ-42 Zoning for property along New Salem Highway (2nd and final reading) (Planning)
18. Ordinance 21-OZ-46 Amending The Arbors PRD Zoning Along Compton Road (2nd and final reading) (Planning)

New Business

Resolution

19. Resolution 22-R-01 FY22 City Schools Budget Amendment #5 (Schools)

Land Use Matters

20. Planning Commission Recommendations (Planning)

On Motion

21. Road Development Agreement Cherry Lane STI-8 (Administration)
22. Professional Services Agreement Cherry Lane STI-8 Phase I (Engineering)
23. Approval to Purchase Turnout Gear (Fire)
24. Managed Security Service (Information Technology)
25. Construction Contract for McFadden Outdoor Basketball Court (Parks)
26. Agreement for Police Department Gun Vaults for Vehicles (Police)
27. Purchase of Data Storage Equipment (Police)
28. Purchase of Two Chevy Cargo Vans (Schools)
29. Replace Cooling Tower at Northfield Elementary School (Schools)

Licensing

Board & Commission Appointments

30. Airport Commission (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Affordable Housing Program – Legacy Pointe Development

Department: Community Development

Presented by: Sam Huddleston, Executive Director of Development Services

Requested Council Action:

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

Summary

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

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The purchasers of two new homes (2803 Opportunity Lane and 2807 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

Responsible budgeting

Utilization of CDBG funds for affordable housing improves housing and is a prudent means of funding beneficial programs.

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: 02/24/2022

Item Title: Lease for Wee Care Day Care
Department: Community Services – Strategic Partnerships
Presented by: Angela Jackson, Executive Director
Requested Council Action:

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

Summary

Renew lease agreement with Wee Care Day Care Center for facility located at 510 Hancock Street.

Staff Recommendation

Approve lease agreement with Wee Care Day Care.

Background Information

Wee Care Day Care is a nonprofit organization that serves low-income families and is licensed by the State of Tennessee to provide childcare services for children ages six-weeks to five-years. The facility housing Wee Care is City-owned and is located at 510 Hancock Street, adjacent to Patterson Park Community Center. It was constructed in 1980 with funds provided by the Department of Housing and Urban Development's Community Development Grant and has been utilized by Wee Care exclusively since then.

The Strategic Partnership process requires assessment and reporting to ensure measurable goals and objectives are met, and tracks not only direct funding, but also in-kind services. The renewal of this lease allows an extension of the existing agreement.

Council Priorities Served

Responsible Budgeting

Strategic Partnerships identify and support value-added services that directly impact and enhance the City's mission.

Fiscal Impact

None. This continues an in-kind contribution by the City to Wee Care Day Care for monthly rental that is valued at \$2,750 per month.

Attachment

Lease Agreement

THIS INSTRUMENT PREPARED BY:
Katie Driver
Staff Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
(615) 849-2616

LEASE AGREEMENT

This Lease Agreement made and entered into on this the ____ day of _____, 2022, by and between **CITY OF MURFREESBORO**, a municipal corporation organized pursuant to the laws of the state of Tennessee and located in Rutherford County, hereinafter referred to as "Lessor" and **WEE CARE DAY CARE CENTER**, a non-profit Tennessee corporation, with its principal office currently at 510 South Hancock Street, Murfreesboro, Tennessee, hereinafter referred to as "Lessee":

W I T N E S S E T H:

Subject to the terms and conditions hereinafter set forth, Lessor lets and leases unto Lessee and Lessee hereby accepts as tenant of said Lessor, the Day Care Center Building and adjacent land contiguous thereto and fenced, located at 510 South Hancock Street, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee. Wee Care Day Care shall use the Premises to serve the community as a childcare provider appropriately licensed with the Tennessee Department of Human Services.

1. The term of the Lease shall be for one year, from February 20, 2022 to February 19, 2023.
2. The monthly rental shall be \$2,750.00 per month; PROVIDED HOWEVER that for so long as the Lessee is not in default of any provision of this Lease, Lessor shall treat the monthly rent as an in-kind contribution.
3. The Lessee shall maintain liability insurance on the Property and shall name the Lessor as an additional insured. Annually, Lessee shall provide Lessor a copy of the insurance certificate and endorsement naming Lessor as an additional insured. Lessee shall provide Lessor with a copy of such insurance policy upon request. The Lessee shall maintain a minimum of One Million Dollar combined single limits for general liability, professional liability, automobile liability, and non-owned liability insurance. Notwithstanding the foregoing, Lessor may require Lessee to maintain minimum liability limits greater than One Million Dollars as provided herein, upon review by Lessor annually upon renewal based upon the Consumer Price Index for Cost of Living and other relevant factors bearing upon the subject of liability insurance.
4. The Lessee shall maintain worker's compensation insurance on all employees, if required by law and shall assure that employees of any partner or subtenant organizations are likewise covered by workers' compensation if required by law. If workers' compensation insurance is not required by law, Lessee shall assure that its employees or volunteers, and the employees and volunteers of any partner or subtenant organizations, are covered by appropriate insurance covering accidental injury suffered while on or about the Premises.
5. The Lessor shall maintain fire and casualty insurance on the building. Lessee shall be solely responsible for providing fire, casualty or other such insurance in appropriate amounts on personal property, furnishings or other building contents.
6. The Lessor shall be responsible for maintaining the roof and the structural exterior walls. All other maintenance shall be at the expense of the Lessee. Lessee shall be responsible for all mechanical, electrical, heating and air-conditioning, equipment, and plumbing. Lessee shall be responsible for maintenance of the parking lot, driveway and grounds. Lessee shall be solely responsible for providing playground equipment and ensuring that the playground meets all applicable regulations and requirements solely at their expense.
7. The Lessee shall be responsible for paying all utilities.

8. The Lessee shall continue to satisfy the purposes set forth in its Charter for Non-Profit Corporation filed with the Secretary of State of Tennessee on January 3, 1980 and shall satisfy the requirements of an 25 U.S.C. § 501 (c)(3) corporation. Any deviation will be treated as a breach of this Lease Agreement. In addition, the Lessee shall make its books and records available to the City of Murfreesboro at all reasonable times. The Lessee shall submit its proposed budget annually and also an exact statement of its actual operating expenses for the previous year.
9. Lessee shall maintain a childcare license with the State of Tennessee in good standing throughout the duration of this lease. If such childcare license is suspended or revoked for any reason, the City reserves it right to immediately terminate this Lease Agreement.
10. The Lessee covenants and agrees that it will not otherwise sublet any part of the Leased Premises, or assign the Lease or any part thereof, without the prior written consent of Lessor.
11. Lessee hereby covenants and agrees that it will not discriminate against any person on any unlawful basis, including but not limited to race, religion, national origin, age, sex, or disability and that its programs and services comply with the Americans with Disability Act.
12. Lessee agrees that all new construction and all activities shall be in conformity with the Americans with Disabilities Act.
13. Lessee shall have the right, at Lessee's cost and expense, to make alterations and additions to the building located on the Property let hereby, provided, however, that major alterations and additions of \$7,500.00 or more are approved by Lessor in writing, which approval will not be unreasonably withheld. Such alterations and additions shall be in accord with the laws, rules and regulations of applicable governmental authority or any agency thereof and Americans with Disabilities Act as provided in the paragraph 12.
14. Lessor shall have the right to inspect the Property. Lessee shall provide the Lessor a copy of inspections performed by the State of Tennessee or other governing body within 30 calendar days of receipt, providing evidence of compliance, correction action taken or planned by the abatement date indicated on the notice.
15. The Lessee shall provide maintenance and inspection reports to include:
 - a. Quarterly inspections completed by Lessee;
 - b. Facility budget and record of expense for repairs and improvements;
 - c. Maintenance activity checklists (completed, required/scheduled for completion, & future needs)
16. The Lessee shall provide basic termite/pest control protection to the Structure. Basic termite/pest control shall encompass an annual termite inspection with treatment as needed and pest control as needed.
17. The Lessee covenants and agrees as follows:
 - a. To indemnify Lessor against, and to hold Lessor free and harmless from loss from, each and every claim and demand of whatever nature, made on behalf of or any other person or persons, for any wrongful or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions;
 - b. That no signs or advertising may be erected or posted on the above described Property without the prior written approval of Lessor and that any signage erected with Lessor's approval shall comply with the City of Murfreesboro Sign Ordinance;
 - c. To observe and obey all rules, regulations and procedures promulgated by Lessor;
 - d. To Follow all rules and regulations of the State Fire Marshall's Office, the Murfreesboro Fire Department, the City of Murfreesboro, and the Rutherford County Health department while utilizing the kitchen on these Premises.

- e. Lessee agrees and understands that no children under the age of eighteen (18), including children of Lessee's employees, shall be allowed in the kitchen at any time.
18. The Lessee shall provide the Lessor, upon request, access to any and all records of Lessee relative to this Agreement, and shall respond to the Lessor's requests for information, as necessary for Lessor to verify and/or determine Lessee's compliance with the terms of this Lease Agreement and Lessee shall provide copies of same to Lessor if necessary.
19. Either Party may terminate the Lease Agreement, with thirty (30) days written notice. Termination may result from a Party's failure to abide by the terms of this Lease Agreement. In the event of a breach of the Lease Agreement, the non-breaching party may, but is not required to, give the breaching party an opportunity to timely correct the default. In the event the breaching party defaults in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from the non-breaching party, the non-breaching party at its option may at once terminate this Lease by written notice to the breaching party, whereupon this Lease shall end.
20. Upon termination or expiration of this Lease, Lessee shall peaceably surrender to Lessor the Property in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Lessee has no control or acts for which Lessor is responsible pursuant to this Lease, excepted. Upon expiration or termination of the Lease, improvements made to the Property shall revert to Lessor. Notwithstanding the above, Lessee shall have the right to remove any trade fixtures from such Property, subject to Lessee's obligation to repair any damage to the Property resulting from such removal.
21. The Lessee shall provide an authorized person to be the point of contact for the Lessor and such person shall be responsible for updating the Lessor with any changes relative to the officers of the Lessee, addresses, telephone numbers, etc.
22. If the Property becomes inoperable or unusable or the Lessor discontinues operation, then the Lessor has no obligation to provide substitute space for Lessee's use.
23. Time is of the essence of this Lease Agreement. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of Lessor and Lessee, their successors and assigns.
24. If Lessee remains in possession of premises after the expiration of the term hereof or any extension thereof, Lessee shall be a tenant at will and there shall be no automatic renewal of this Lease by operation of law.
25. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To Lessor at:

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

To Lessee at:

Wee Care Day Care Center
c/o Stephen Smith, Board Chair
510 South Hancock Street
Murfreesboro, TN 37130

26. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.
27. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of the Lessor and the Lessee, their successors and assigns.

STATE OF TENNESSEE)
)
) :SS
COUNTY OF RUTHERFORD)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **STEPHEN SMITH**, with of whom I am personally acquainted, and who, upon oath acknowledged himself to be, the Board Chair of **WEE CARE DAY CARE CENTER**, one of the bargainors, and that he as such Board Chair, being authorized to do so, executed the within foregoing instrument (**LEASE AGREEMENT**) for the purposes therein contained, by signing, by himself as such Board Chair, said corporation having no corporate seal.

Witness my hand and official seal at office in Murfreesboro, Tennessee,
on this the _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

(seal)

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: FY22 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

Other General Government

The previously unallocated portion of the 2022 direct allocation from the State has now been budgeted to be used for Rucker Lane construction, which will be paid for out of the Infrastructure department. Move \$1,036,807 from Buildings Expense to Infrastructure Local Street Projects.

Economic Development

The contract price for the Downtown Parking Study came in higher than budgeted. Move \$175,000 from Economic Development Professional Services to Economic Development Contractual Services.

Facilities Maintenance

To install access control panels on the 2nd floor Rotunda restrooms. Move \$7,635 from Facilities Repair & Maintenance Buildings to Facilities Machinery & Equipment.

Fleet Services

It has become necessary replace a 20-year-old 9,000lb vehicle lift that has reached the end of its useful life with a 12,000lb lift which will better fit the needs of the department. Move \$15,000 from Fleet Salaries Full-Time Regular to Fleet Machinery & Equipment.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10130009
Object 592000-DA22
Acct Name Buildings Expense
Amount \$ 1,036,807.00

Move funds to:

Org 10310009
Object 580030-DA22
Acct Name Local Street Projects

Explanation: The unallocated portion of the 2022 direct allocation from the State has now been budgeted to be used for Rucker Lane construction, which will be paid for out of the Infrastructure department.

Jennifer Bean
Department Head Signature

1/24/22
Date

Amanda DeRosia
Reviewed by Finance

01/24/2022
Date

Approved	<input checked="checked" type="checkbox"/>	<u>[Signature]</u>	<u>1-24-22</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10111358
Object 525000
Acct Name Professional Services
Amount \$ 175,000.00

Move funds to:

Org 10111358
Object 520000
Acct Name Contractual Services

Explanation: The contract price for the Downtown Parking Study came in higher than budgeted.

Department Head Signature

Date

Amanda DeRosia
Reviewed by Finance

01/28/2022
Date

Approved



Declined




City Manager

1.31.22
Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

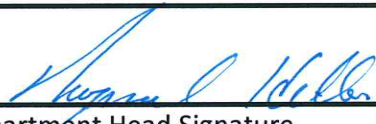
Move funds from:

Org 10120008
Object 526600
Acct Name Repair & Maintenance Buildings
Amount \$ 7,635.00

Move funds to:

Org 10120009
Object 594000
Acct Name Machinery & Equipment

Explanation: To install access control panels on the 2nd floor Rotunda restrooms.


Department Head Signature

2/4/22
Date


Reviewed by Finance


02/04/2022
Date

Approved



Declined




City Manager

2-10-22
Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10125007
Object 511100
Acct Name Salary Full Time Regular
Amount \$ 15,000.00

Move funds to:

Org 10125009
Object 594000
Acct Name Machinery and Equipment

Explanation: This money will be used to replace a 20 year old 9,000 Lbs. vehicle lift that has reached the end of it's usefull life. It will be replaced with a 12,000 Lbs. lift that will more fit the needs of the Fleet Dept. going forward.

[Signature]
Department Head Signature

2-15-2022
Date

Amanda DeRosia
Reviewed by Finance

02/15/2022
Date

Approved



Declined



[Signature]
City Manager

2/16/22
Date

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

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Wine Sales Certificate of Compliance – Aldi #23

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

Background Information

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

A certificate of compliance is requested by Kathryn Laberer for the Aldi #23 at 3439 S Church St., which is a new location for wine in a retail food store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

City of Murfreesboro

Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Aldi Inc

Type of Application:

New - wine sale in retail store

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

Manager

Name Kathryn Laberer

Age 31

Home Address 3405 Drysdale Dr

Residency City/State Murfreesboro, TN 37128

Race/Sex White/F

10 Year Background Check Findings:

City of Murfreesboro: None

Rutherford County: None

Nashville/Davidson County: None

TBI/FBI No indication of any record that may preclude the applicant for consideration.

Name of Business Aldi #23

Business Location 3439 S Church St.

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Purchase of Apparatus Mobile Computers

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Purchase of mobile computers for all apparatus through the Omnia Partners Cooperative Contract.

Staff Recommendation

Approve the purchase of computers from Insight Public Sector using the Omnia Contract.

Background Information

MFRD desires to purchase 19 Microsoft Surface Pros including warranties and accessories at a cost of \$29,867. The devices will be used on every apparatus and will allow personnel to document pre-incident plans, hydrant tests, inventory checks, training, etc., in the field. Additionally, the devices will allow MFRD to send patient information from the Zoll monitors to the emergency department in real-time, and to immediately document both patient care and incident information while on scene. MFRD requests approval to purchase the devices through the Omnia Partners Cooperative Contract. State law and City Code permits purchases without competitive bids through cooperative purchasing agreements.

Council Priorities Served

Maintain public safety

The mobile computers will allow personnel to be more efficient documenting on-scene information and performing various areas of the job.

Fiscal Impact

Total expenditure, \$29,867, will be funded using the State of Tennessee's Direct Allocation Grant. These grant funds were budgeted in FY22's budget.

Attachments

1. Insight Contract
2. Insight Quotes

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR IT PRODUCTS AND SERVICES**

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **INSIGHT PUBLIC SECTOR, INC.**, a corporation of the State of Illinois ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Omnia Partners Cooperative Contract No. 4400006644 ("Omnia Agreement")***
- ***Price Quotation #224598116 dated January 25, 2022 and Price Quotations #224608154 and 224608168 dated January 26, 2022 ("Contractor's Proposals")***
- ***Any properly executed amendments to this Agreement***

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

- * ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- * ***Second, this Contract***
- * ***Third, Contractor's Omnia Partners Contract No. 4400006644 ("Omnia Agreement")***
- * ***Price Quotation #224598116 dated January 25, 2022 and Price Quotations #224608154 and 224608168 dated January 26, 2022 ("Contractor's Proposals").***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth on Contractor's Proposals using the Omnia Agreement. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Omnia Agreement through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by City Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on April 30, 2023, or as amended by Omnia Partners.
3. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in Contractor's Proposals reflecting a **Total Purchase Price of Twenty-Nine Thousand Eight Hundred Sixty-Six Dollars and Eighty-Six Cents (\$29,866.86)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
- b. Deliveries of all items shall be made within 2-4 weeks of order to: 220 NW Broad Street, Murfreesboro, TN 37130. Delivery Contact: Brian Schmahl (tel.: 629-201-5833, email: bschmahl@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer.

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

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

If to the City of Murfreesboro:

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

If to the Contractor:

Insight Public Sector
Attn: Erica Falchetti
801 Adlai Stevenson Dr.
Springfield, IL 62703
480-333-3071
erica.falchetti@insight.com

8. **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.
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 the Generally Accepted Accounting Principles.
11. **Modification.** This Contract 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 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, 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.

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.
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 Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
 22. **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 Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022
(the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Insight Public Sector, Inc.

DocuSigned by:
By: Erica Falchetti
Erica Falchetti
Senior SLED Capture Manager

APPROVED AS TO FORM:

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

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

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.

Quotation

Quotation Number : [224598116](#)
Document Date : 25-JAN-2022
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
1S3-00001	Microsoft Surface Pro 7+ - 12.3" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD - 4G LTE-A OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1428.99 Discount %: 9.738%	19	1,289.84	24,506.96
A9W-00001	Microsoft Extended Hardware Service Plan - extended service agreement - 3 years OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 99.00 Discount %: 10.333%	19	88.77	1,686.63
SUK-00001	Microsoft Drive Retention Add-on - accidental damage coverage OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 22.99 Discount %: 22.662%	19	17.78	337.82
Product Subtotal				24,506.96
Services Subtotal				2,024.45
TAX				0.00
Total				26,531.41

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

Janine Mackey
+18136377044
JANINE.MACKEY@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!

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>

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

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MURFREESBORO TN 37130-3573

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Ship Via : United Parcel Services/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

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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.

Quotation

Quotation Number : [224608154](#)
Document Date : 26-JAN-2022
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
SFPROHSS-L-IC	UAG Rugged Case for Surface Pro 7+/7/6/5/LTE/4 w/ Handstrap & Shoulder Strap - Ice - back cover for tablet OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 99.99 Discount %: 48.905%	19	51.09	970.71
Product Subtotal				970.71
TAX				0.00
Total				970.71

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

Janine Mackey
+18136377044
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111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

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

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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.

Quotation

Quotation Number : [224608168](#)
Document Date : 26-JAN-2022
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
FFQ-00141	Microsoft Surface Pro Signature Type Cover - keyboard - with trackpad - QWERTY - US - light charcoal	19	124.46	2,364.74
	OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 156.99 Discount %: 20.721%			
Product Subtotal				2,364.74
TAX				0.00
Total				2,364.74

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

Janine Mackey
+18136377044
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<https://www.insight.com/terms-and-policies>

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Mandatory Referral for Abandonment of Sanitary Sewer Easement along East Northfield Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of a sanitary sewer easement on property along East Northfield Boulevard east of Pitts Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on February 2, 2022.

The Water Resources Board voted to recommend approval on January 25, 2022.

Background Information

In this mandatory referral [2021-734], Council is being asked to consider the abandonment of a sanitary sewer easement on property located along the north side of East Northfield Boulevard east of Pitts Lane. This easement was dedicated when the property was subdivided, but no utilities actually exist within the easement. A site plan for an office and commercial development on the subject lots has been submitted for review. It has been determined that the sewer main will be installed elsewhere on-site and a new easement will be dedicated in the new location, rendering the existing easement surplus. Murfreesboro Water Resources Department (MWRD) Staff does not object to this request. Correspondence from MWRD is included in the agenda materials. The Murfreesboro Water Resources Board met on January 25, 2022 and voted to recommend approval of the easement abandonment request. Planning Staff recommends that the City Council approve this request subject to the following conditions:

- 1) The new sanitary sewer easement shall be recorded prior to or simultaneous with the abandonment of the existing easement.
- 2) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument of abandonment. In addition, this instrument will be subject to final review and approval of the City Legal Department.

- 3) The applicant will be responsible for recording the legal instrument, including paying any recording fees.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will help to facilitate a commercial development with the potential of creating jobs and generating tax revenue.

Attachments:

1. Staff comments from February 2, 2022 Planning Commission meeting
2. Memo from MWRD
3. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
FEBRUARY 2, 2022
PROJECT PLANNER: HOLLY SMYTH**

- 5.a. Mandatory Referral [2021-734] for the abandonment of a sanitary sewer easement located on property along East Northfield Boulevard and Pitts Lane, Huddleston-Steele on behalf of Hassan Eslami applicant.**



This easement abandonment request is from Huddleston Steele on behalf of Hassan Eslami. The 3 properties involved are located on the north side of East Northfield Boulevard and the east side of Pitts Lane. They are requesting the abandonment of approximately 550' long by 20' wide sanitary sewer easement along the north side of three parcels as shown on the hatched area on the attached engineering exhibit. This easement was dedicated by Plat book 19, page 175 when the property was subdivided but no utilities yet exist within this particular easement area. The development proposes a strip center with approximately 18,000 square feet of office space and 18,000 square feet of commercial space. Now, with the pending development proposal of these lots in process, it has been determined that the sewer main will be installed within the paved access drive, which is not along the northern property line, and a new easement will be dedicated.

Murfreesboro Water Resources Department (MWRD) staff does not object to this request and recommended its approval to the Murfreesboro to the Water Resources Board subject to the recording of the new sanitary sewer easement prior to or simultaneous with the abandonment of the existing easement. Correspondence from MWRD is included in the agenda materials. The Murfreesboro Water Resources Board met on January 25, 2022 and voted to recommend approval of the easement abandonment request. Planning Staff recommends that the Planning Commission vote to recommend approval of the request to City Council subject to the following conditions:

1. The new sanitary sewer easement shall be recorded prior to or simultaneous with the abandonment of the existing easement.
2. The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument of abandonment. This instrument will be subject to final review and approval of the City Legal Department.
3. The applicant will be responsible for recording the legal instrument, including paying any recording fees.

If approved by the City Council, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.

Attachments: Water Resources Report
 Abandonment Application



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

Mandatory Referral, **INCLUDING** abandonment of right-of-way..... \$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way..... \$150.00

Property Information:

Fountain Place Lots 6, 7, & 8

Tax Map/Group/Parcel: 815, "C", 5, 6, & 7

Address (if applicable): E. Northfield Blvd. & Pitts Lane

Street Name (if abandonment of ROW): N/A

Type of Mandatory Referral: To remove portion of 30' Sanitary Sewer Easement

Applicant Information:

Name of Applicant: Hassan Eslami

Company Name (if applicable): Vision Design Build LLC

Street Address or PO Box: 15 Missionary Dr

City: Brentwood

State: TN.

Zip Code: 37027

Email Address: hassan-es7751@yahoo.com

Phone Number: 615-414-3245

Required Attachments:

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

Hassan Eslami

Applicant Signature

12-8-21

Date



HUDDLESTON-STEELE
ENGINEERING, INC.

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

December 8, 2021

Mr. Greg McKnight, Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Abandonment of Sanitary Sewer Easement
Fountain Place
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Mr. Hassan Eslami, we hereby make a request to abandon the existing sanitary sewer easement shown on the attached exhibit with a mandatory referral by Planning Commission and City Council.

Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

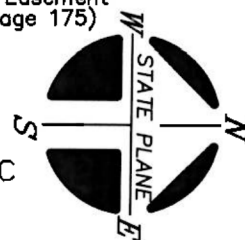
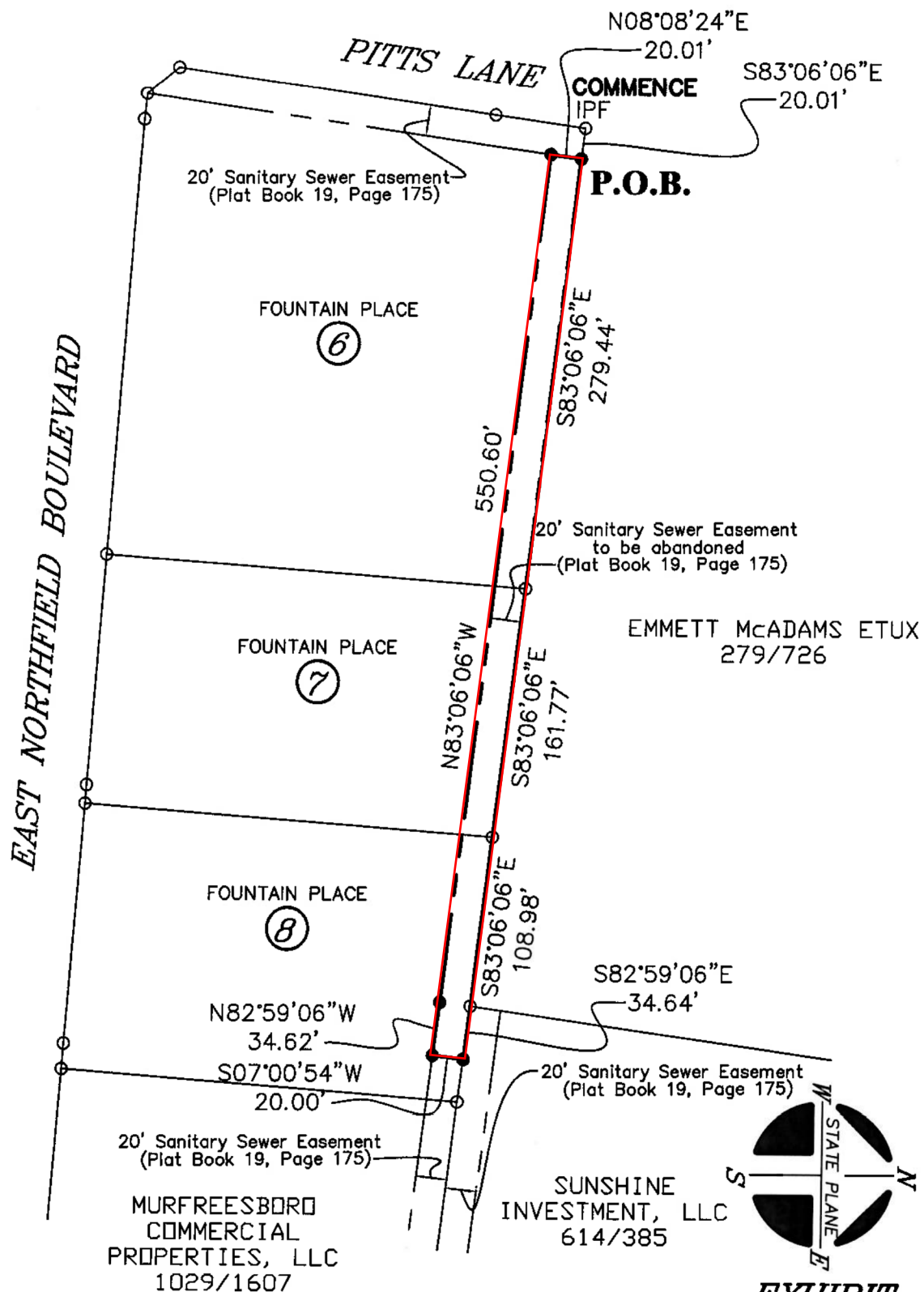


EXHIBIT
SANITARY SEWER EASEMENT
ABANDONMENT
FOUNTAIN PLACE

LOTS 6, 7, & 8
PLAT BOOK 19, PAGE 175
TAX MAP 81J, GROUP "C"
PARCELS 5.00, 6.00, & 7.00
CITY OF MURFREESBORO
DECEMBER 2021
SCALE: 1"=100'

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

HS HUDDLESTON-STEELE
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
 TELEPHONE : (615)893 - 4084, FAX: (615)893 - 0080

Property Description
Lots 6, 7, & 8, Fountain Place
Tax Map 81J, Group "C"
Parcels 5.00, 6.00 & 7.00
Plat Book 19, Page 175

Sanitary Sewer Easement to be Abandoned

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the west by Pitts Lane, on the north by the Emmett McAdams ETUX property and Sunshine Investment, LLC; on the east by the remaining property of Lot 8, Fountain Place, (Plat Book 19, Page 175); and on the south by the remaining property of Lots 6, 7, & 8, Fountain Place (Plat Book 19, Page 175).

Commencing at an iron pin in the south Right-of-Way of Pitts Lane, thence S83°06'06"E, 20.01 feet to the **POINT OF BEGINNING**; thence S83°06'06"E, 279.44 feet along the south line of McAdams ETUX to a point; thence S83°06'06"E, 161.77 feet along said south line to a point; thence S83°06'06"E, 108.98 feet along said south line to a point; thence S82°59'06"E, 34.64 feet along the south line of Sunshine Investment, LLC to an iron pin; thence S07°00'54"W, 20.00 feet along the west line of the remaining property of Lot 8, Fountain Place to an iron pin; thence N82°59'06"W, 34.62 feet along the north line of the remaining property of Lot 8, Fountain Place to an iron pin; thence N83°06'06"W, 550.60 feet along the north line of the remaining property of Lots 8, 7, & 6, Fountain Place to an iron pin; thence N08°08'24"E, 20.01 feet along the east line of the remaining property of Lot 6, Fountain Place to the **POINT OF BEGINNING** and containing 11,700 square feet or 0.27 acres, more or less.

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





... creating a better quality of life

MEMORANDUM

DATE: January 18, 2022

TO: Water Resources Board

FROM: Valerie H. Smith

SUBJECT: Sewer Easement Abandonment
Fountain Place – Northfield Blvd.

Background

This easement abandonment request is from Huddleston Steele on behalf of Hassan Eslami. They are requesting the abandonment of an existing sewer easement as shown as the hatched area on the attached exhibit. This easement was dedicated by plat when the property was subdivided. Now, with the development of these lots the sewer main will be installed within the paved access, which is not along the northern property line, and new easement will be dedicated. Therefore, this easement is no longer needed.

Recommendation

Staff recommends approval of abandoning this existing sewer easement at the time that the new proposed easement is dedicated.

Fiscal Impact

Not applicable. The easement was dedicated through the recording of a plat.

Attachment

Easement Abandonment Request
Abandonment Exhibit

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Agreements for Vehicle Striping and Logos

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Agreements for vehicle striping and logos.

Staff Recommendation

Approve agreements with Trucker's Lighthouse, Inc. and Express Signs, Inc. for vehicle striping and logos.

Background Information

Council approved the purchase of 30 new police vehicles on August 19, 2021. Those vehicles have been delivered and as part of the overall outfitting, these vehicles will need striping and logos added to the outside. The Department anticipates purchasing additional vehicles in the 2022 calendar year. With the anticipated volume of work, and current supply chain issues, awarding two contracts is most beneficial. Trucker's Lighthouse and Express Signs were the lowest two bidders.

Council Priorities Served

Maintain public safety

Properly identified vehicles deter criminal activity and allow citizens to recognize law enforcement.

Fiscal Impact

The total purchase of \$24,903 is provided for in the FY21 CIP budget.

Attachments

1. Agreement for Vehicle Striping and Logos with Trucker's Lighthouse, Inc.
2. Agreement for Vehicle Striping and Logos with Express Signs, Inc.

Agreement for Vehicle Striping and Logos

This Agreement is entered into and effective as of the _____ day of _____ 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), **and Truckers Lighthouse, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-27-2022- Vehicle Striping and Logos issued January 18, 2022 (the "Solicitation");
- Contractor's Proposal, dated February 1, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated February 1, 2022 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-27-2022 – Vehicle Striping and Logos" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The services must be completed within 3-5 days per vehicle. Delivery is to the City of Murfreesboro Police Department located at 1004 N. Highland Ave., Murfreesboro, TN 37130. The City's contact person for this contract, Bobby Holloway, (0388@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 ITB. Should the Contractor fail to deliver items on or before the required 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.
- 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 Invitation to Bid.
- f. Every delivery 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.

2. **Term.**

The term of this Agreement commences on the Effective Date listed above and expires in one year. All bid prices shall be effective until the end of this contract term and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1 of each year for approval and acceptance by the City Manager. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to "ITB-27-2022 – Vehicle Striping and Logos," which reflects a total price each of \$780.00 per vehicle. Other purchases may be made pursuant to contractor's bid response on an as-needed basis. Invoices should be sent to accountspayable@murfreesborotn.gov.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records, and equipment that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior

to commencement of work and upon renewal or expiration of the policies reflected thereupon, (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."

6. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.
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.
8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand-delivered to the following:

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: Chris Keith, Sales Manager 201 Crutchfield Avenue Nashville, TN 37210 chris@truckerslighthouse.com
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9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment

executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated

therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures to appear on following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

TRUCKERS LIGHTHOUSE, INC.

DocuSigned by:
By: Chris Keith
Chris Keith, Sales Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker
Adam F. Tucker, City Attorney

Agreement for Vehicle Striping and Logos

This Agreement is entered into and effective as of the _____ day of _____, 2022, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Express Signs Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-27-2022- Vehicle Striping and Logos issued January 18, 2022 (the "Solicitation");
- Contractor's Proposal, dated February 1, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated February 1, 2022 (the "Price Proposal"); and,
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- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-27-2022 – Vehicle Striping and Logos" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The services must be completed within 3-5 days per vehicle. Delivery is to the City of Murfreesboro Police Department located at 1004 N. Highland Ave., Murfreesboro, TN 37130. The City's contact person for this contract, Bobby Holloway, (0388@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 ITB. Should the Contractor fail to deliver items on or before the required 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.
- 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 Invitation to Bid.
- f. Every delivery 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.

2. **Term.**

The term of this Agreement commences on the Effective Date listed above and expires in one year. All bid prices shall be effective until the end of this contract term and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1 of each year for approval and acceptance by the City Manager. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to "ITB-27-2022 – Vehicle Striping and Logos," which reflects a total price each of \$830.11 per vehicle. Other purchases may be made pursuant to contractor's bid response on an as needed basis. Invoices will be sent to accountspayable@murfreesborotn.gov.

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

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior

to commencement of work and upon renewal or expiration of the policies reflected thereupon, (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."

6. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.
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.
8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: Express Signs Inc Attn : Tina Scheitel 839 N Thompson Lane Murfreesboro, TN 37129 esigns@bellsouth.net
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9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment

executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated

therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures to appear on following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

EXPRESS SIGNS INC

DocuSigned by:
By: Jina Scheitel
Jina Scheitel, Owner

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Purchase of Polaris Ranger UTVs

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Contract for the purchase of Polaris Ranger UTVs.

Staff Recommendation

Approve the contract with Columbia Powersports Supercenter for the purchase of two 2022 Polaris Ranger 1000 Premium UTVs.

Background Information

The Department purchased two UTV vehicles in 2010 to patrol the Greenway and downtown areas. Additionally, they are used for crowd control during community events and gatherings. One was removed from service in 2021 due to costly repairs and maintenance. The second is fast approaching the end of its useful life.

These items are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain public safety

Properly equipped vehicles allow officers to timely and appropriately respond to calls for service and provide other support functions.

Fiscal Impact

Expenditure, \$44,068, is funded by the FY22 State Direct Allocation Grant funds received for public safety.

Attachments

Contract with Columbia Powersports Supercenter

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
COLUMBIA POWERSPORTS SUPERCENTER
FOR PURCHASE OF POLARIS RANGER 1000 PREMIUM**

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **COLUMBIA POWERSPORTS SUPERCENTER, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract Number 242/65996 with Columbia Powersports Supercenter, LLC ("State Contract")***
- ***Price Quote Sheet # RXRYQ3269-01 dated February 8, 2022, from Columbia Powersports Supercenter, LLC for 2022 Polaris Ranger 1000 Premium UTV & Accessories ("Contractor's Quote")***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract Number 242/65996 with Columbia Powersports Supercenter, LLC ("State Contract")***
- ***Finally, Price Quote Sheet #RXRYQ3269-01 dated February 8, 2022, from Columbia Powersports Supercenter for 2022 Polaris Ranger 1000 Premium UTV & Accessories ("Contractor's Quote")***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: two (2) 2022 Polaris Ranger 1000 Premium UTVs with accessories as set forth in the State Contract and Contractor's Quote RXRYQ3269-01, dated February 8, 2022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State Contract through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State Contract on March 31, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating

with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- f. Notwithstanding the expiration of the State Contract, the terms of this Contract and Contractor's obligations herein shall survive said expiration and continue in full force and effect until: (i) delivery and acceptance of the items or (ii) other termination as provided in this section.

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote RXRYQ3269-01, dated February 8, 2022, reflecting a price each of \$22,034.35 for two (2) 2022 Polaris Ranger 1000 Premium (R22T6A99A1) UTVs with accessories for a **Total Purchase Price of Forty-Four Thousand Sixty-Eight Dollars and Seventy Cents (\$44,068.70)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available for delivery prior to September 30, 2022. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicles shall be delivered to Murfreesboro Police Department, 1004 N. Highland Ave., Murfreesboro, TN 37130. Contact Cary Gensemer, 0356@murfreesborotn.gov, (615) 849-2673 ext. 4356 prior to delivery.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

- 4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth by the manufacturer.

5. Indemnification.

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

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

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

If to the City of Murfreesboro:

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

If to the Contractor:

Columbia Powersports Supercenter, LLC
Attn: David Isaacs
800 S. James Campbell Blvd. Suite A2
Columbia, TN 38401
disaacs@columbiatnpowersports.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion,

sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022
(the “Effective Date”).

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Columbia Powersports Supercenter, LLC

DocuSigned by:
By: David Issacs
31990514370448
David Issacs, General Sales Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
4109951F9401
Adam F. Tucker, City Attorney



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

Statewide Multi-Year Contract Issued to:

Columbia Powersports Supercenter LLC
800 S James Campbell Blvd Ste A2
Columbia, TN 38401

Vendor ID: 0000212768

Contract Number: 0000000000000000000065996 Title: SWC242

Ground Maint Equipment/UTVs

Start Date: April 15, 2020 End Date: March 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Lindsey Lattner
3rd Floor, William R Snodgrass, Tennessee Tower 312
Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-9282
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000168598
Ground Maintenance Equipment - Utility Vehicles (UTV's)
Unit of Measure: EA

Discount off Catalog

Kawasaki	Region 2	Region 3
1 to 4 Units	10%	11%
5+ Units	10.5%	11.5%

Polaris

All Regions

1 to 4 Units	8%
5+ Units	8.5%

Line 2

Item ID: 1000168599
Ground Maintenance Equipment- Utility Vehicle (UTV's) Accessories and Parts
Unit of Measure: EA

Discount off Catalog

Kawasaki	Region 2	Region 3
	11%	11%

Polaris

All Regions

11%

APPROVED: _____ BY: _____ DATE _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT



Columbia Powersports Supercenter
800 S. James Campbell Blvd,
Columbia TN 38401

QUOTE

Number RXRYQ3269-01

Date Feb 8, 2022

Sold To

Murfreesboro
Lonissa Kennedy
Murfreesboro, TN

Ship To

Murfreesboro
Lonissa Kennedy
Murfreesboro, TN

Your Sales Rep

Rodney King
(615) 631-1248
rking@cdjrcolumbia.com

Phone (615) 849-2629
Fax

Phone (615) 849-2629
Fax

Polaris Ranger 1000 Premium

Vehicle(s) must be ordered. Actual lead time is not known.

The vehicle is not considered street legal unless it has the Street Legal Kit.

Aftermarket emergency equipment and lighting can be quoted upon request.

Terms	P.O. Number	Ship Via
Net 30 Days	Required	Ground

Line	Qty	Description	Unit Price	Ext. Price
1		2020-2023 Statewide Contract #242 - 65996: Ground Maintenance Equipment/UTVs Region 3 Pricing Contract Start Date: 4/15/2020 End Date: 3/31/2023		
2	1	R22T6A99A1 - 2022 Polaris Ranger 1000 Premium: Color-See Choices below	\$17,594.00	\$17,594.00
3	1	8% Discount	-\$1,407.52	-\$1,407.52
4	1	Dealer Prep	\$299.00	\$299.00
5		Running SubTotal		\$16,485.48
6		Miscellaneous Items:		
7	1	Exterior Colors Available: Sleath Gray, Onyx Black, and Polaris Blue - No Charge Colors Polaris Pursuit Camo - Additional Charge	\$0.00	\$0.00
8	1	Sport Roof	\$399.99	\$399.99
9	1	Rear Poly Panel	\$410.99	\$410.99
10	1	Poly Windshield	\$469.99	\$469.99
11	1	Hard Front Doors	\$3,023.99	\$3,023.99
12	1	Street Legal Kit	\$239.95	\$239.95

Line	Qty	Description	Unit Price	Ext. Price
13	1	License Plate LED Mount Bracket	\$29.99	\$29.99
14	1	Accessory Plug Adapter	\$32.99	\$32.99
15	1	Rearview Mirror	\$82.98	\$82.98
16	1	11% Parts Discount	-\$516.00	-\$516.00
17		SubTotal		\$4,174.87
18		Running SubTotal		\$20,660.35
19	1	Lifetime Battery Warranty	\$249.00	\$249.00
20	1	Installation	\$1,125.00	\$1,125.00
21		SubTotal		\$1,374.00
22		Running SubTotal		\$22,034.35
			SubTotal	\$22,034.35
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$22,034.35

COUNCIL COMMUNICATION

Meeting Date: 2/24/2022

Item Title: Purchase of Mobile Data Mounting Hardware

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

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

Summary

Purchase of Vehicle Docks and Power Supplies for Patrol Units.

Staff Recommendation

Approve the contract with Insight Public Sector.

Background Information

The mounting docks and power supplies will be placed in the new patrol units currently in build status. We utilize these products to secure and power mobile computers within the patrol units.

Council Priorities Served

Maintain Public Safety

Mounting and power are necessary to complete the patrol unit build.

Fiscal Impact

Expenditure, \$63,233, funded by the FY21 CIP Budget.

Attachments

1. Contract with Insight Public Sector
2. Quote 224656864 from Insight Public Sector

**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;

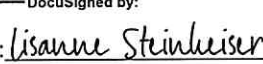
NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from May 1, 2021 until April 30, 2023. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of July 29th, 2021.

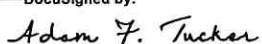
CITY OF MURFREESBORO

INSIGHT PUBLIC SECTOR, INC.

By: 
Shane McFarland, Mayor

DocuSigned by:
By: 
Lisanne Steindl, Senior SLED & Healthcare
Capture Manager

Approved as to form:

DocuSigned by:

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 "Data 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:

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

If to the Contractor:

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: 

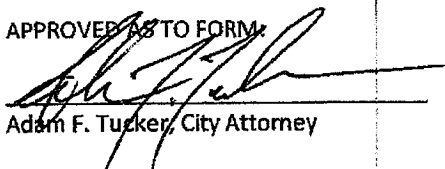
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

By: 

Erica Falchetti, Senior SLED & Healthcare Capture Manager

APPROVED AS TO FORM:


Adam F. Tucker, City Attorney

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

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.

Quotation

Quotation Number : [224656864](#)
Document Date : 08-FEB-2022
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

Material	Material Description	Quantity	Unit Price	Extended Price
GJ-20LVD0V2	Gamber-Johnson Laptop Vehicle Dock GJ-20LVD0V2 - docking station - VGA, HDMI OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1008.99 Discount %: 27.976%	75	726.72	54,504.00
CF-LNDDC120HW	LIND - car power adapter - 120 Watt OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 166.99 Discount %: 30.307%	75	116.38	8,728.50
Product Subtotal				63,232.50
TAX				0.00
Total				63,232.50

Thank you for choosing 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!

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: 02/24/2022

Item Title: Contract Extension with Heritage Cleaners

Department: Police/Fire

Presented by: Chief Michael Bowen or Chief Mark Foulks

Requested Council Action:

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

Summary

Contract Extension with Heritage Cleaners.

Staff Recommendation

Approve the Fourth Amendment to the Contract with Heritage Cleaners.

Background Information

The initial contract between the City and Heritage Cleaners was approved by Council on July 12, 2018 in response to ITB-26-2018. This contract provides laundry and dry-cleaning services for both the Police and Fire Departments. The current extension expires on June 30, 2022.

Heritage Cleaners has recently notified the City of inflationary price increases and has asked to amend the current contract to reflect new pricing.

Council Priorities Served

Responsible Budgeting

By utilizing the current contract pricing, the departments benefit from the competitive pricing from the invitation to bid.

Fiscal Impact

The expense is funded form the Police and Fire Department operational budgets.

Attachments

Fourth Amendment to the Contract with Heritage Cleaners.

**AMENDMENT #4 TO
AGREEMENT FOR LAUNDRY & DRY-CLEANING
BETWEEN
THE CITY OF MURFREESBORO
AND
HERITAGE CLEANERS**

This Fourth Amendment ("Fourth Amendment") to the Contract entered July 1, 2018, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Heritage Cleaners LLC, a Limited-Liability Corporation of the State of Tennessee ("Contractor").

WHEREAS, the City of Murfreesboro entered into a contract with Heritage Cleaners on July 1, 2018, for Laundry and Dry-Cleaning Services in accordance with the Bid Specifications set forth in ITB-26-2018 – Laundry & Dry-Cleaning Services and any Addendums issued to ITB-26-2018; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2021 to June 30, 2022; and,

WHEREAS, City consents to the contractor's requested price adjustment for the Laundry and Dry-Cleaning Services through the remainder of the current term and until the contract end date; and,

WHEREAS, the City wishes to extend the contract term until June 30, 2023.

Item	Current Contract Price	Requested new Contract Price
Laundered Shirts	\$1.50	\$2.00
Dry-clean Shirts	\$2.00	\$2.50
Dry-clean Pants	\$2.00	\$2.50
Pants Hem	\$5.50	\$7.50
Zippers	\$7.50	\$10.00
Patches On	\$3.00	\$5.00
Patches remove/Replace	\$5.00	\$8.00

NOW THEREFORE, the City and Contractor mutually agree:

1. To amend the contract to reflect the price adjustments listed above, effective following approval of City Council.
2. To extend the contract to June 30, 2023.
3. All other terms of the contract shall remain the same.

CITY OF MURFREESBORO

HERITAGE CLEANERS

Shane McFarland, Mayor

Chad McCaslin, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt-Leibach

Requested Council Action:

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

Summary

Requests from Kappa Delta, Read to Succeed, MTSU, and St. Clair Senior Center to hang banners over East Main Street.

Staff Recommendation

Approve banners to be displayed as follows:

1. Kappa Delta from March 18th-28th, 2022 for their annual *Wing Fling* to collect monetary support for local charities.
2. Read to Succeed from September 9th-16th, 2022, to promote *Reading in the Schools Day*.
3. Read to Succeed from October 21st-27th, 2022, to promote the *Celebrity Spelling Bee*.
4. MTSU from August 22nd-September 1st, 2022, to promote voter registration in preparation for November elections.
5. St. Clair Senior Center from September 23rd-October 3rd, 2022, to promote the annual *Health and Wellness Expo for Seniors*.
6. Central Magnet School PTO from February 25th-March 7th, 2022, to promote their annual *Super Trivia Bowl*.

Background Information

Displaying the banner for the Kappa Delta Wing Fling helps promote local charities in our area that help engage in support of families suffering from a variety of issues. Read to Succeed's banners will help promote their literacy events to encourage reading engagement both in school and out. MTSU's American Democracy Project seeks to engage the community in preparing for the upcoming elections in November. The St. Clair Senior Center hosts an annual Health and Wellness Expo to allow seniors 60yrs+ to attain health screenings and vaccinations. Lastly, this will be the 11th year Central Magnet PTO has hosted the Super Trivia Bowl and it is one of the major

fundraisers for their school.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

1. Letter of request from Kappa Delta
2. Letters of request from Read to Succeed
3. Letter of request from the MTSU
4. Letter of request from St. Clair Senior Center
5. Letter of request from Central Magnet PTO



2022 Shamrock Project [Wing Fling] Kappa Delta Sorority - Delta Pi Chapter

January 31, 2022

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

Dear Mayor McFarland and Murfreesboro City Council,

As a Chapter Advisory Board member for the Delta Pi Chapter of Kappa Delta Sorority at Middle Tennessee State University, I am requesting permission to display our banner promoting the event over Main Street. The banner that we are requesting to display promotes our 19th Annual Wing Fling that supports Prevent Child Abuse America and The Family Center of Murfreesboro.

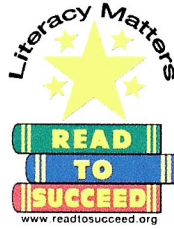
Eighty percent of the proceeds collected will be donated locally to The Family Center of Murfreesboro who provides skills and support to vulnerable parents and prevents families from experiencing the impact of negative child/parent relationships. The Family Center proactively supports and empowers parents to break generational cycles of adverse childhood experiences and creates safe, stable, and nurturing relationships with their children. The remaining twenty percent will be donated to Prevent Child Abuse America, one of Kappa Delta's national philanthropies, who works to promote the healthy development of children and prevent child abuse before it can occur in order to help children to grow up and contribute to their communities.

I have been in contact with Ms. Jami Coffelt-Leibach and she has indicated that the dates of March 18th-March 28th, 2022 are available (03/18/22-03/28/22). Thank you for your consideration, as well as your continued support over the years!

Lindsey Davis

Lindsey Davis
Kappa Delta Sorority-Delta Pi Chapter
Chapter Advisory Board
(615) 785-1751

LindseyR.Davis@yahoo.com



January 25, 2022

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

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: Celebrity Spelling Bee Banner – October 21 – October 27, 2022. The banner will promote our annual Celebrity Spelling Bee event to take place November 3, 2022. The Celebrity Spelling Bee is our annual fundraising event, featuring a live auction, food tastings from local vendors and an adult spelling bee. Funds raised will support our ongoing efforts to promote literacy in Rutherford County.

Jami Coffelt-Leibach has indicated that these dates are available.

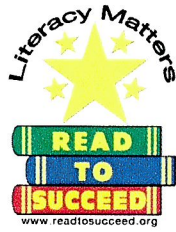
Thank you in advance for your consideration of this request and any return correspondence can be sent to me c/o Read To Succeed, 415 N Maple Street, Murfreesboro, TN 37129

Sincerely,

Jolene Radnoti
Executive Director
615-738-7323
joleneradnoti@readtosucceed.org

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

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



January 25, 2022

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

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: Reading in the Schools Day Banner - September 9 - September 16, 2022. The banner will promote our annual Reading in the Schools Day event to take place September 16, 2022. Reading in the Schools Day is an annual event with participation by Rutherford County elementary schools, Murfreesboro City Schools, and area private schools. Over 25,000 children have volunteer readers visit their classrooms to read that day.

Jami Coffelt-Leibach has indicated that these dates are available.

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

Sincerely,

Jolene Radnoti
Executive Director
615-738-7323
joleneradnoti@readtosucceed.org

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

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

American Democracy Project
Civic Learning • Civic Engagement
Paul W. Martin Sr. Honors College Bldg. 221
MTSU Box 267
Murfreesboro, Tennessee 37132
o: (615) 904-8241 • f: (615) 898-5614
mtsu.edu/amerdem



November 29, 2021

ATTN Ms. Jami Coffelt-Leibach
City of Murfreesboro
620 W. Main Street
Murfreesboro, TN 37129

Re: Sign over East Main Street near Central Magnet, Aug. 22-Sept. 1, 2022,
Encouraging Community Voter Registration and Fall Voting

Dear City of Murfreesboro,

Middle Tennessee State University's American Democracy Project for Civic Learning, our university's center for citizenship and democracy, would like request the available ten-day period of August 22 through September 1, 2022—at the beginning of MTSU's fall semester and just after the August primary and as the city, state, and nation are gearing up for fall 2022 elections—to hang a civic encouragement sign across East Main Street in support of civic engagement and voter registration in preparation for the November elections. Our intention is to promote a kick-off for voter registration for the fall election season.

At MTSU the ADP, which operates under the auspices of the Office of the University Provost, is tasked on campus with civic learning, community engagement, and student voting. The street sign near Central Magnet is a wonderful spot within our community and near campus to advocate for citizenship and civic engagement. We have spoken with Ms. Coffelt-Leibach, and she has indicated that the dates mentioned above are still available this fall.

Thank you so much for your consideration. Correspondence can be sent to us at MTSU P.O. Box 267 and at our emails: amerdem@mtsu.edu and mary.evins@mtsu.edu.

Sincerely and appreciatively,

A handwritten signature in black ink that reads "Mary A. Evins".

Mary A. Evins, Ph.D.
Director, MTSU ADP for Civic Learning
Research Professor of History
University Honors College
(615) 904-8241





January 26, 2022

Mayor McFarland and City Council
City of Murfreesboro
City Hall, 111 West Vine Street
Murfreesboro, TN 37130

RE: Request to Hang Banner

Honorable Mayor and City Council:

The St. Clair Senior Center staff had to cancel their annual Health and Wellness Expos for Seniors in 2020 and 2021 and has rescheduled their April 2022 Expo event to Thursday, October 6, 2022. The Expo allows Seniors, age 60 and over, to obtain various health screenings and the opportunity to receive their yearly flu shot then as well. Also, there will be door prizes, snacks, and important information available regarding the health of Seniors.

The Senior Center staff would like to have a banner hung across East Main Street September 23 – October 3, 2022, to advertise the event, and staff has verified with Jami Coffelt-Leibach of the Street Department that these dates are available. The Senior Center is in the process of ordering said banner.

I am respectfully requesting on behalf of the Senior Center that you approve said banner to be displayed as indicated to help promote the Health and Wellness Expo at the St. Clair Senior Center.

Sincerely,

Nate Williams, Director
Murfreesboro Parks and Recreation



Central Magnet School Parent Teacher Organization
701 East Main Street, Murfreesboro, TN 37130
(615) 904-6789



February 16, 2022

Murfreesboro Street Department
620 West Main Street
Murfreesboro, TN 37130
ATTN: Jami Coffelt

In re: Request to hang banner across East Main Street for Central Magnet School Fundraiser

To Whom It May Concern:

I am writing to request permission as soon as possible to hang a banner across East Main Street in front of Central Magnet School from February 25-March 7 for the Central Magnet School Super Trivia Bowl. This is the 11th Annual Super Trivia Bowl and is one of the major fundraisers for the school every year. The banner we are requesting to hang is the same one that has been approved by the City of Murfreesboro and has been hung there before year after year.

The text on the sign is as follows:

Central Magnet School Super Trivia Bowl
Teams of 6 Dinner plus...10 rounds of trivia
Teams forming now!! For more information: www.central.rcschools.net

If you need any further information, please do not hesitate to contact me either by e-mail at NicoleLesterRussell@gmail.com or at 615-977-8729. Thank you very much for your time and consideration. We look forward to hearing from you soon!

Sincerely,

Nicole Lester Russell

Corresponding Secretary

Central Magnet School PTO

cc: Dr. John Ash, Principal
Dr. Amy Guthrie, Assistant Principal
Mrs. Michelle Huffman, Assistant Principal

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Report of asphalt and concrete purchases.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the 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 the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Asphalt purchases, \$65,000, and concrete purchases, \$35,000, are funded by the Department's FY22 Budget.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/9/2021	Hawkins	411-E/64-22 Asphalt Mix	\$ 66.50	7.80	\$ 518.70	\$ 518.70
12/20/2021	Hawkins	307-BM 64-22	\$ 60.50	2.07	\$ 125.24	\$ 643.94
12/28/2021	Hawkins	307-BM 64-22	\$ 60.50	2.01	\$ 121.61	\$ 765.55
12/28/2021	Hawkins	307-BM 64-22	\$ 60.50	1.95	\$ 117.98	\$ 883.53
12/31/2021	Hawkins	307-BM 64-22	\$ 60.50	2.01	\$ 121.61	\$ 1,005.14
1/12/2022	Hawkins	411-E/64-22 Asphalt Mix	\$ 68.25	21.88	\$ 1,493.31	\$ 2,498.45

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.64	\$ 180.84	\$ 180.84
7/28/2021	Blue Water	E Mix 64-22	\$ 68.50	8.11	\$ 555.54	\$ 736.38
7/29/2021	Blue Water	E Mix 64-22	\$ 68.50	9.14	\$ 626.09	\$ 1,362.47
7/30/2021	Blue Water	E Mix 64-22	\$ 68.50	2.40	\$ 164.40	\$ 1,526.87
7/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.48	\$ 169.88	\$ 1,696.75
8/9/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	18.66	\$ 1,072.95	\$ 2,769.70
8/26/2021	Blue Water	E Mix 64-22	\$ 68.50	5.11	\$ 350.04	\$ 3,119.74
8/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.06	\$ 141.11	\$ 3,260.85
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.28	\$ 156.18	\$ 3,417.03
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.49	\$ 170.57	\$ 3,587.60
9/7/2021	Blue Water	E Mix 64-22	\$ 57.50	16.81	\$ 966.58	\$ 4,554.18
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	18.29	\$ 1,252.87	\$ 5,807.05
9/7/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	12.56	\$ 722.20	\$ 6,529.25
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	18.47	\$ 1,265.20	\$ 7,794.45
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	4.09	\$ 280.17	\$ 8,074.61
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	18.24	\$ 1,249.44	\$ 9,324.05
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	15.31	\$ 1,048.74	\$ 10,372.79
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	10.25	\$ 702.13	\$ 11,074.92
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	2.59	\$ 177.42	\$ 11,252.34
9/17/2021	Blue Water	E Mix 64-22	\$ 68.50	15.20	\$ 1,041.20	\$ 12,293.54
9/20/2021	Blue Water	E Mix 64-22	\$ 68.50	9.24	\$ 632.94	\$ 12,926.48
9/22/2021	Blue Water	E Mix 64-22	\$ 68.50	2.04	\$ 139.74	\$ 13,066.22
9/22/2021	Blue Water	E Mix 64-22	\$ 68.50	2.34	\$ 160.29	\$ 13,226.51
9/27/2021	Blue Water	E Mix 64-22	\$ 68.50	2.59	\$ 177.42	\$ 13,403.93
9/30/2021	Blue Water	E Mix 64-22	\$ 68.50	2.38	\$ 163.03	\$ 13,566.96
10/11/2021	Blue Water	E Mix 64-22	\$ 68.50	3.18	\$ 217.83	\$ 13,784.79
10/13/2021	Blue Water	E Mix 64-22	\$ 68.50	2.36	\$ 161.66	\$ 13,946.45
10/18/2021	Blue Water	E Mix 64-22	\$ 68.50	2.06	\$ 141.11	\$ 14,087.56
10/18/2021	Blue Water	E Mix 64-22	\$ 68.50	2.42	\$ 165.77	\$ 14,253.33
10/28/2021	Blue Water	E Mix 64-22	\$ 68.50	2.15	\$ 147.28	\$ 14,400.61
10/19/2021	Blue Water	E Mix 64-22	\$ 68.50	2.12	\$ 145.22	\$ 14,545.83
10/27/2021	Blue Water	E Mix 64-22	\$ 68.50	14.75	\$ 1,010.38	\$ 15,556.21
10/28/2021	Blue Water	E Mix 64-22	\$ 68.50	2.22	\$ 152.07	\$ 15,708.28
10/28/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	3.62	\$ 208.15	\$ 15,916.43
11/2/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	2.16	\$ 124.20	\$ 16,040.63
11/2/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	3.22	\$ 185.15	\$ 16,225.78
11/2/2021	Blue Water	E Mix 64-22	\$ 68.50	3.45	\$ 236.33	\$ 16,462.11
11/3/2021	Blue Water	E Mix 64-22	\$ 68.50	2.39	\$ 163.72	\$ 16,625.83
11/4/2021	Blue Water	E Mix 64-22	\$ 68.50	2.26	\$ 154.81	\$ 16,780.64
11/5/2021	Blue Water	E Mix 64-22	\$ 68.50	2.19	\$ 150.02	\$ 16,930.66
11/8/2021	Blue Water	E Mix 64-22	\$ 68.50	2.04	\$ 139.74	\$ 17,070.40
11/8/2021	Blue Water	E Mix 64-22	\$ 68.50	17.93	\$ 1,228.21	\$ 18,298.61
11/9/2021	Blue Water	E Mix 64-22	\$ 68.50	2.42	\$ 165.77	\$ 18,464.38
11/9/2021	Blue Water	E Mix 64-22	\$ 68.50	8.11	\$ 555.54	\$ 19,019.92
11/10/2021	Blue Water	E Mix 64-22	\$ 68.50	2.23	\$ 152.76	\$ 19,172.68
11/11/2021	Blue Water	E Mix 64-22	\$ 68.50	2.13	\$ 145.91	\$ 19,318.59
11/11/2021	Blue Water	E Mix 64-22	\$ 68.50	11.05	\$ 756.93	\$ 20,075.52

11/16/2021	Blue Water	E Mix 64-22	\$	68.50	18.50	\$	1,267.25	\$	21,342.77
12/15/2021	Blue Water	E Mix 64-22	\$	68.50	2.52	\$	172.62	\$	21,515.39
1/28/2022	Blue Water	BM2 64-22 RP	\$	58.05	22.34	\$	1,296.84	\$	22,812.23
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	18.79	\$	1,220.41	\$	24,032.64
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	17.46	\$	1,134.03	\$	25,166.67
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	15.05	\$	977.50	\$	26,144.17
2/2/2022	Blue Water	BM2 64-22 RP	\$	58.05	22.37	\$	1,298.58	\$	27,442.75
2/2/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.37	\$	137.58	\$	27,580.33
2/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.06	\$	133.80	\$	27,714.13
2/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.01	\$	130.55	\$	27,844.68
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.00	\$	129.90	\$	27,974.58
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	1.98	\$	128.60	\$	28,103.18
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	28,237.63
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	28,372.08
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.10	\$	136.40	\$	28,508.48
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.00	\$	129.90	\$	28,638.38
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	1.98	\$	114.94	\$	28,753.32
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.06	\$	119.58	\$	28,872.90
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.06	\$	119.58	\$	28,992.48

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Vulcan	411E PG 64-22	\$ 80.85	2.20	\$ 177.87	\$ 177.87
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	20.40	\$ 1,425.76	\$ 1,603.63
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	18.20	\$ 1,272.00	\$ 2,875.63
8/6/2021	Vulcan	411E PG 64-22	\$ 81.02	8.82	\$ 714.60	\$ 3,590.23
8/24/2021	Vulcan	307BM PG 64-22	\$ 70.01	13.04	\$ 912.93	\$ 4,503.16
9/8/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.39	\$ 1,286.94	\$ 5,790.10
9/9/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.24	\$ 1,276.44	\$ 7,066.54
9/28/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.23	\$ 1,275.74	\$ 8,342.28
9/28/2021	Vulcan	307BM PG 64-22	\$ 69.98	9.36	\$ 655.01	\$ 8,997.29
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	10.44	\$ 845.33	\$ 9,842.62
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	10.25	\$ 829.94	\$ 10,672.56
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	12.45	\$ 1,008.08	\$ 11,680.63
10/4/2021	Vulcan	307BM PG 64-22	\$ 69.89	10.77	\$ 752.72	\$ 12,433.35
10/4/2021	Vulcan	411E PG 64-22	\$ 80.85	18.70	\$ 1,511.89	\$ 13,945.24
10/19/2021	Vulcan	307BM PG 64-22	\$ 69.98	2.80	\$ 195.94	\$ 14,141.18
10/26/2021	Vulcan	411E PG 64-22	\$ 80.97	2.22	\$ 179.75	\$ 14,320.93
12/21/2021	Vulcan	411E PG 64-22	\$ 82.99	2.19	\$ 181.75	\$ 14,502.68

STREET DEPARTMENT CONCRETE PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2		\$ 214.00	\$ 214.00
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2.5		\$ 267.50	\$ 481.50
7/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 695.50
7/14/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 1,016.50
7/15/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 1,230.50
7/16/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 1,498.00
7/29/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,658.50
7/30/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,819.00
8/3/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,979.50
8/4/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 2,247.00
8/10/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 2,407.50
8/11/2021	Nashville Ready Mix	3413 CF5	\$ 105.00	2.5		\$ 262.50	\$ 2,670.00
8/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 2,937.50
8/17/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 3,258.50
8/18/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 3,472.50
8/20/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 3,793.50
8/23/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 3,954.00
8/27/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1		\$ 107.00	\$ 4,061.00
9/3/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 4,221.50
9/3/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00			\$ 20.00	\$ 4,241.50
9/23/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 4,509.00
10/7/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1		\$ 107.00	\$ 4,616.00
10/11/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	6		\$ 642.00	\$ 5,258.00
10/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 5,418.50
10/19/2021	Nashville Ready Mix	3413 CF5	\$ 102.00	2.5		\$ 255.00	\$ 5,673.50
10/21/2021	Nashville Ready Mix	3413 CF5	\$ 105.00	2		\$ 210.00	\$ 5,883.50
11/16/2021	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 107.00	2		\$ 214.00	\$ 6,097.50
11/30/2021	Nashville Ready Mix	4000 PSI AE/Accel/Full Fibers	\$ 113.50	26		\$ 2,951.00	\$ 9,048.50
12/2/2021	Nashville Ready Mix	4000 PSI/full fibers	\$ 108.00	17		\$ 1,836.00	\$ 10,884.50
12/2/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00	2		\$ 40.00	\$ 10,924.50
12/2/2021	Nashville Ready Mix	4451 LF5/Full Fibers	\$ 108.00	17		\$ 1,836.00	\$ 12,760.50
12/2/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00	2		\$ 40.00	\$ 12,800.50
12/13/2021	Nashville Ready Mix	4000 PSI AE/Calcium/Full Fibers	\$ 110.00	17		\$ 1,870.00	\$ 14,670.50
12/15/2021	Nashville Ready Mix	4000 PSI AE/Accel/Full Fibers	\$ 113.50	4		\$ 454.00	\$ 15,124.50
12/20/2021	Nashville Ready Mix	4451 LF5/Full Fibers	\$ 108.00	15		\$ 1,620.00	\$ 16,744.50
12/20/2021	Nashville Ready Mix	Liquid Calcium Chloride	\$ 2.00	15		\$ 30.00	\$ 16,774.50
12/27/2021	Nashville Ready Mix	4000 PSI AE/Full Fibers	\$ 108.00	14		\$ 1,512.00	\$ 18,286.50
12/27/2021	Nashville Ready Mix	3500 CF5/Full Fibers	\$ 107.00	2		\$ 214.00	\$ 18,500.50
1/24/2022	Nashville Ready Mix	4451 LF5/Fibers	\$ 108.00	8		\$ 864.00	\$ 19,364.50

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/6/2021	Orgain Ready Mix	Flowable fill	\$ 102.00	2		\$ 204.00	\$ 204.00
8/2/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	4		\$ 448.00	\$ 652.00
8/9/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	5		\$ 560.00	\$ 1,212.00
8/26/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	2.5		\$ 280.00	\$ 1,492.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	10		\$ 1,240.00	\$ 2,732.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	10		\$ 1,240.00	\$ 3,972.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	5		\$ 620.00	\$ 4,592.00
10/5/2021	Orgain Ready Mix	3500 PSI/Fibermesh	\$ 112.00	2		\$ 224.00	\$ 4,816.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/27/2021	Smyrna Ready Mix	3500 PSI Strt Chips Air	\$ 113.00	1.5		\$ 169.50	\$ 169.50
		Microfiber	\$ 6.00	0.75		\$ 4.50	\$ 174.00

COUNCIL COMMUNICATION

Meeting Date: 2/24/2022

Item Title: Contract with TDOT for Preventive Maintenance Expenses

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Transit system TDOT FY22 preventive maintenance funds.

Staff Recommendation

Approve Contract with the TDOT for FY22 preventive maintenance funds.

Background Information

Each year the Federal Transit Administration awards funds to direct recipients. The City currently has \$350,000 obligated in federal funds toward preventive maintenance of the Transit bus fleet. The required Local match is \$43,750 and the State match is \$43,750.

FTA and TDOT funding options allow for improvements to the City's transit system. These grants and allocations provide 90% of the system's preventive maintenance costs. Without these funds, continued operation of the transit system would require significant funding from the City's General Fund to supplement rider fares.

Council Priorities Served

Responsible budgeting

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

Fiscal Impacts

These funds are appropriately budgeted in the FY22 Budget.

Attachments:

Award Notification Contract DG22-69696 (Project #755307-S3-033)

Address #12

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

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

B. TERM OF GRANT CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-three Thousand, Seven Hundred and Fifty Dollars and No Cents (\$43,750.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

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

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

The State:

Christiana Dunn, Transportation Program Monitor
Tennessee Department of Transportation
Multimodal Transportation Resource Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
christiana.dunn@tn.gov
Telephone # (615) 744-6454
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

rbrashear@murfreesborotn.gov
 Telephone Number: (615) 893-6441
 FAX Number: (615) 849-2606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

- D.27. State Interest in Equipment or Motor Vehicles.** The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee,

at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

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

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)

TDOT PROJECT NO.: 755307-S3-033

FTA PROJECT NO.: TN2019-029-01

DGA NO.: DG22-69696

- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

ADAM TUCKER, CITY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

JOSEPH GALBATO, III, INTERIM COMMISSIONER

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

TDOT PROJECT NO.: 755307-S3-033
 FTA PROJECT NO.: TN2019-029-01
 DGA NO.: DG22-69696

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$43,750.00	\$350,000.00	\$43,750.00	\$43,750.00	\$437,500.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$43,750.00	\$350,000.00	\$43,750.00	\$43,750.00	\$437,500.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-033

FTA PROJECT NO.: TN2019-029-01

DGA NO.: DG22-69696

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$43,750.00	\$350,000.00	\$43,750.00	\$43,750.00	\$437,500.00
TOTAL	\$43,750.00	\$350,000.00	\$43,750.00	\$43,750.00	\$437,500.00

ATTACHMENT TWO**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

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

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

COUNCIL COMMUNICATION

Meeting Date: 2/24/2022

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

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 20, 2022 (Special Meeting)
- January 27, 2022 (Regular Meeting)
- February 3, 2022 (Public Comment)
- February 3, 2022 (Regular Meeting)

January 20, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Business Center at the Murfreesboro Municipal Airport at 4:00 p.m. on Thursday, January 20, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

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

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Darren Gore, Assistant City Manager
Gary Whitaker, Assistant City Manager
Michael Bowen, Chief of Police
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Sam Huddleston, Executive Director/
Development Services
Chad Gehrke, Airport Director
Greg McKnight, Planning Director
Mike Browning, Public Information Director
David Ives, Assistant City Attorney
Nathan Spiess, Assistant Finance Director
Joshua Miller, Administrative Assistant

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

Mr. Craig Tindall, City Manager, stated that this meeting was held for the purpose to allow Council to discuss the various impacts MTSU has on the City.

Mr. Chad Gehrke, Airport Director, presented Council with a timeline of MTSU's growth at the Airport, the capital expenditures MTSU has made to the airport, and the university's planned growth for the aerospace program. Mr. Gehrke discussed the MTSU Airport Campus Facilities, the need for the university to comply with City standards regarding their parking lot and the facility, the fact that MTSU had ordered ten new planes for their program, and the improvements with pilot complaints since the new aerospace program staff had implemented the City's suggestions regarding flight congestion.

Council discussed the situation and directed the Airport Director and City Manager to develop discussion points regarding the City's position regarding the future of the airport for Council to review and then ultimately present to Dr. McPhee.

Mr. Adam Tucker, City Attorney, left the meeting at this time.

Mr. Greg McKnight, Planning Director, presented Council with pictures of properties in the City that were owned by MTSU but did not meet City standards. He explained what

"land banking" was, the fact that MTSU was actively attempting to purchase more property, and how MTSU's plans for these properties do not match with the City's current vision for those areas.

Council discussed the growth of the university and followed Mr. McKnight's recommendation to begin including MTSU in future stakeholder development meetings as well as attempting to schedule quarterly meetings with the university to share information regarding MTSU's planned growth and how that will match with the City's new comprehensive land map.

Mr. Michael Bowen, Chief of Police, presented Council with a map of the City showing that the majority of crime in the City occurs within a two-mile radius of the university in off campus multi-family complexes in which there is a large population of MTSU students. Chief Bowen described the efforts the Department has undertaken in developing the Crime Free Housing Program, the lack of success the program has had, and the need for cooperation from MTSU for the program to ever be successful.

Council discussed the issues with Chief Bowen and asked staff to research the possibility of charging the property management companies for responses by the Police Department over the average amount for the City.

Mayor McFarland suggested that representatives from MTSU be invited once a month to Council meetings to speak under "other business" to provide updates on pending MTSU matters.

There being no further business, Mayor McFarland adjourned this meeting at 7:18 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

JENNIFER BROWN - CITY RECORDER

January 27, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, January 27, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

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

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Mark Foulks, Chief of Police
Michael Bowen, Chief of Police
Angela Jackson, Executive Director/
Community Services
Sam Huddleston, Executive Director/
Development Services
Greg McKnight, Planning Director
Jim Kerr, Transportation Director
Nate Williams, Parks and Recreation Director
Randolph Wilkerson, Employee Services Director
Russell Gossett, Solid Waste Director
Rachel Singer, Assistant Parks and Recreation Director
Russ Brashear, Assistant Transportation Director
Thomas Laird, Assistant Parks and Recreation Director
Holly Smyth, Principal Planner
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Joshua Miller, Administrative Assistant

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mr. Randolph Wilkerson, Employee Services Director, recognized STARS Award recipient Mr. Russell Gossett, Solid Waste Director, who went above and beyond the call of duty by providing excellent leadership to his Department and impressing employees with his handling of his responsibilities as well as increasing Department morale. Mayor McFarland presented a plaque recognizing Mr. Gossett's ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

The Consent Agenda was presented to the Council for approval:

1. Acceptance of National Environmental Education Foundation Grant (Parks)
2. Mandatory Referral for Abandonment of Drainage Easement along Blue Heron Drive (Planning)
3. Mandatory Referral for Abandonment of Elam Road Right-of-Way (Planning)

4. Mandatory Referral for Abandonment of Drainage Easement along John Lee Lane (Planning)
5. Main Street Banner Request for Read to Succeed banner to hang from January 28-February 4, 2022 (Street)

(Insert letters from Parks, Planning (3)
& Street Departments here.)

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

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

(Insert letter dated January 27, 2022 here with regards to zoning of approximately 205.5 acres located along Veals Road and Double Springs Road.)

An ordinance, entitled "ORDINANCE 21-OZ-39 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 82.5 acres along Veals Road from Single-Family Residential Six (RS-6) District, Single-Family Residential Ten (RS-10) District and Single-Family Residential Twelve (RS-12) District to Planned Residential Development (PRD) District (Graystone PRD) and approximately 123 acres along Veals Road and Double Springs Road to be zoned Planned Residential Development (PRD) District, simultaneous with annexation; Meritage Homes, applicant [2021-424]," 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. Wright, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-39 here.)

The following letter from the Employee Services Director was presented to the Council:

(Insert letter dated January 27, 2022 here with regards to
Public Entity Partners Safety Equipment Grant Acceptance.)

The following RESOLUTION 22-R-02 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Ronnie Martin
Bill Shacklett

Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-02 here authorizing the City of Murfreesboro to participate in Public Entity Partners "Safety Partners" Matching Grant Program.)

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

(Insert letter dated January 27, 2022 here with regards to Mutual Aid Agreement with Nashville Fire Department for Water Rescue Services.)

The following RESOLUTION 22-R-03 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 22-R-03 here approving a Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team.)

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

(Insert letter dated January 27, 2022 here with regards to sewer allocation variance - Agripark Drive – Clover Senior Living.)

Mr. Greg McKnight, Planning Director, presented the request to approve Clover Senior Living's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development will use approximately 3.3 sfu's more than the ordinance allows, but staff views the advantages of job creation and commercial tax rate revenue as a greater benefit.

Mr. Wade made a motion to approve Clover Senior Living's request for additional density above the sewer allocation ordinance's zoning allowance by 3.3 sfu's. Mr. Shacklett seconded the motion Mr. Shacklett and Mr. Wade voted "Aye" and all remaining members of the Council present voted "Nay", resulting in the request being denied.

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

(Insert letter dated January 27, 2022 here with regards to holding a public hearing to consider Plan of Services, annexation and zoning of approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road [2021-514 & 2021-426].)

Mayor McFarland announced that the next item on the agenda is to conduct a public

hearing, pursuant to RESOLUTION 21-R-PH-47 adopted by the City Council on December 16, 2021, to consider (1) adoption of a Plan of Services for and annexation of approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road and (2) zoning of approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road to General Industrial (G-I) District; which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Sherri Elam Yokley, et.al and Kimley-Horn, applicants [2021-514 & 2021-426]. Notice of said public hearing was published in the January 11, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland declared the public hearing open and invited those present who wished to speak for or against the Plan of Services and annexation for approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road, step forward to the podium.

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

The following RESOLUTION 21-R-PS-47 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PS-47 here to adopt a Plan of Services for approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road, Sherri Elam Yokley, et.al., applicant [2021-514].)

The following RESOLUTION 21-R-A-47 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-A-47 here to annex approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road (Tax Map 126, Parcel 59.02), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Sherri Elam Yokley, et.al., applicant [2021-514].)

Ms. Marina Rush, Principal Planner, presented the recommendation of the Planning Commission to approve rezoning approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road and explained the applicants reasoning for seeking the rezoning.

Mayor McFarland then declared the public hearing to zone approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road as General Industrial (G-I) District, simultaneous with annexation, open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated January 27, 2022 here with regards to holding a public hearing to consider Plan of Services, annexation of approximately 1.7 acres and zoning of approximately 6.7 acres located along New Salem Highway [2021-515 & 2021-430].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-48 adopted by the City Council on December 16, 2021, to consider (1) adoption of a Plan of Services for and annexation of approximately 1.7 acres located along New Salem Highway and (2) zoning of approximately 1.7 acres located along New Salem Highway as Commercial Fringe (CF) District simultaneous with annexation, rezoning of approximately 2.8 acres from Office General (OG) District and Commercial Fringe (CF) District to Planned Commercial

Development (PCD) District (The Oginos at Foxcroft PCD) and rezoning of approximately 2.2 acres from Office General (OG) District to Commercial Fringe (CF) District, Estate of William Ogino and Melissa Ogino Barnett,, applicants [2021-515 & 2021-430]. Notice of said public hearing was published in the January 11, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland declared the public hearing open and invited those present who wished to speak for or against the Plan of Services and annexation for approximately 1.7 acres located along New Salem Highway, step forward to the podium.

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

The following RESOLUTION 21-R-PS-48 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PS-48 here to adopt a Plan of Services for approximately 1.7 acres located along New Salem Highway, Estate of William Ognio, applicant [2021-515].)

The following RESOLUTION 21-R-A-48 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-A-48 here to annex approximately 1.7 acres located along New Salem Highway (Tax Map 114, Parcel 5.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Estate of William Ognio, applicant [2021-515].)

Ms. Marina Rush, Principal Planner, presented the recommendation of the Planning Commission to approve zoning of approximately 1.7 acres located along New Salem Highway as Commercial Fringe (CF) District simultaneous with annexation, rezoning of

approximately 2.8 acres from Office General (OG) District and Commercial Fringe (CF) District to Planned Commercial Development (PCD) District and rezoning of approximately 2.2 acres from Office General (OG) District to Commercial Fringe (CF) District. She introduced Mr. Matt Taylor, SEC, Inc. who gave a brief presentation on the proposed development.

Mayor McFarland then declared the public hearing to zone property located along New Salem Highway, simultaneous with annexation, open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated January 27, 2022 here with regards to
amending the Westlawn PUD zoning
along Veterans Parkway.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-44 adopted by the City Council on December 16, 2021, to consider a proposed amendment to approximately 23.3 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway and Blackman Road, Oscar Properties, LLC, applicant(s). [2021-432]. Notice of said public hearing was published in the January 11, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the recommendation of the Planning Commission to approve amending the Westlawn PUD zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road.

Mayor McFarland then declared the public hearing to consider a proposed amendment to approximately 23.3 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway and Blackman Road open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated January 27, 2022 here with regards to holding a public hearing to consider rezoning of approximately 0.53 acres located along the north side of Bridge Avenue west of Kings Highway [2021-428].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-45 adopted by the City Council on December 16, 2021, to consider a proposed amendment 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]. Notice of said public hearing was published in the January 11, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Ms. Holly Smyth, Principal Planner, presented the recommendation of the Planning Commission to approve rezoning approximately 0.53 acres located along Bridge Avenue and Kings Highway.

Mayor McFarland then declared the public hearing 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), open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

Mr. Robert Wilson, representing his mother, Ms. Shirley Wilson who lives at 316 Bridge Avenue, wanted to know how this abandonment would affect his mother's property.

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

Staff addressed the Wilson's concerns regarding their property.

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated January 27, 2022 here with regards to amending the Arbors PRD zoning along Compton Road.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-46 adopted by the City Council on December 16, 2021, to consider a proposed amendment to approximately 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road from Planned

Residential Development (PRD) District to Single-Family Residential Fifteen (RS-15) District, Middle TN Developers, LLC, applicant. [2021-49]. Notice of said public hearing was published in the January 11, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Ms. Holly Smyth, Principal Planner, presented the recommendation of the Planning Commission to approve amending the Westlawn PUD zoning on approximately 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road from Planned Residential Development (PRD) District to Single-Family Residential Fifteen (RS-15). She introduced Mr. Matt Taylor, SEC, Inc., who gave a presentation on the proposed changes to the development.

Mayor McFarland then declared the public hearing to consider a proposed amendment to approximately 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

Mrs. Kristi Miller, 3501 Sanford Drive, representing multiple neighbors, opposed the development stating her concerns with stormwater/sewage infrastructure, flooding issues, stub street connections, and the possibility of a market crash resulting in empty homes.

Mr. Keith Kline, 3431 Lakebrook Drive, opposed the development stating his concerns with flooding and traffic issues caused by stub street connections.

Ms. Cathey Lee, 3624 Lakebrook Drive, opposed the development and questioned who owned Lakewood Drive.

Mr. Christopher Wells, 1171 Bushnell Drive, opposed the development stating his concerns with flooding and traffic issues caused by stub street connections.

Mrs. Terry Cunningham, 1148 Lakes Edge Drive, opposed the development stating her concerns with traffic issues caused by stub street connections.

Mr. Alan Miller, 3501 Sanford Drive, opposed the development stating his concerns with building on a floodplain, flooding issues that could affect surrounding developments, and traffic issues caused by stub street connections.

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

Council discussed with staff and Mr. Taylor regarding the residents' concerns.

An ordinance, entitled "ORDINANCE 21-OZ-46 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 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road from Planned Residential Development (PRD) District to Single-Family Residential Fifteen (RS-15) District, Middle TN Developers, LLC, applicant [2021-429],” was read to the Council and offered for passage on first reading, as amended to have no stub connectors to Bushnell Drive or Lakes Edge Drive, upon motion made by Mr. Wright, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: Ronnie Martin

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

(Insert letter dated January 27, 2022 here with regards to Retail Liquor Certificate of Compliance – Super 9 Wine & Spirits.)

Ms. Jennifer Brown, City Recorder/Finance Director, presented the request to consider a Retail Liquor Certificate of Compliance for Janessa M. Patel at Super 9 Wine & Spirits, 730 West Northfield Boulevard; Suites E, F, and G. Ms. Brown indicated that the application was in order and recommended approval.

Mr. Wade made a motion to approve a Retail Liquor Certificate of Compliance for Janessa M. Patel at Super 9 Wine & Spirits, 730 West Northfield Boulevard; Suites E, F, and G. Mr. Martin seconded the motion and all members of the Council present voted “Aye”, except Mr. LaLance who voted “Nay”.

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

(Insert letter dated January 27, 2022 here with regards to PlayCore Agreement for StarPlex Playground replacement.)

Mr. Thomas Laird, Assistant Parks and Recreation Director, presented the request to approve the Agreement with PlayCore Wisconsin, Inc., in the amount of \$90,000, funded by the CIP, for replacement of the playground at the StarPlex baseball/softball complex.

Mr. Wright made a motion to approve the Agreement with PlayCore Wisconsin, Inc., in the amount of \$90,000, funded by the CIP, for replacement of the playground at the StarPlex baseball/softball complex. Mr. Shacklett seconded the motion and all members of the Council present voted “Aye”.

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

(Insert letter dated January 27, 2022 here with regards to Rice Construction Contract for Greenway Boardwalk repairs.)

Ms. Rachel Singer, Assistant Parks and Recreation Director, presented the request to approve the Contract with Rice Construction Co., LLC, in the amount of \$198,550, funded by the CIP, for repair and renovation of the three-way bridge that connects Fortress Rosecrans and the Greenway from Thompson Lane and Cannonsburgh to Old Fort Park.

Mr. Wade made a motion to approve the Contract with Rice Construction Co., LLC, in the amount of \$198,550, funded by the CIP, for repair and renovation of the three-way bridge that connects Fortress Rosecrans and the Greenway from Thompson Lane and Cannonsburgh to Old Fort Park. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter from the Public Safety IT Manager was presented to the Council:

(Insert letter dated January 27, 2022 here with regards to Ultra Electronics Forensic Technology Contract Extension.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the extension of the Contract with Forensic Technology, Inc for five years, in the amount of \$113,542 (\$22,708 annually), funded by the Department's Operating Budget, for a SafeGuard warranty and protection plan for the IBIS equipment.

Mr. Shacklett made a motion to approve the extension of the Contract with Forensic Technology, Inc for five years, in the amount of \$113,542 (\$22,708 annually), funded by the Department's Operating Budget, for a SafeGuard warranty and protection plan for the IBIS equipment. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 27, 2022 here with regards to purchase of equipment for police vehicles.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the purchase of equipment and installation services for new police vehicles with On-Duty Depot, Truckers Lighthouse, Inc., and Columbia Chrysler in the amount of \$350,887, funded by the CIP, and, for the replacement of two vehicles, a transfer from the Risk Management Fund.

Mr. LaLance made a motion to approve the purchase of equipment and installation services for new police vehicles with On-Duty Depot, Truckers Lighthouse, Inc., and Columbia Chrysler in the amount of \$350,887, funded by the CIP, and, for the replacement

of two vehicles, a transfer from the Risk Management Fund. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The following letter from the Solid Waste Director was presented to the Council:

(Insert letter dated January 27, 2022 here with regards to REC Pro Rollins Contract Renewal.)

Mr. Russell Gossett, Solid Waste Director, presented the request to approve the renewal of the Contract with Rollins Excavating Co., LLC, in the amount of \$1,179,600, funded by the Department's Operating Budget, for limb, brush, and yard waste curbside collection services.

Mr. Shacklett made a motion to approve the renewal of the Contract with Rollins Excavating Co., LLC, in the amount of \$1,179,600, funded by the Department's Operating Budget, for limb, brush, and yard waste curbside collection services. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mr. Jim Kerr, Transportation Director, requested that Item No. 22 on the Agenda be heard next before Item No. 21.

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

(Insert letter dated January 27, 2022 here with regards to Memorial Boulevard (SR 10) Traffic Signal System Improvements Contract with TDOT.)

Mr. Jim Kerr, Transportation Director, presented the request to approve the Agreement with TDOT., in an amount estimated at \$200,000 for the City's 20% match, funded from the CIP, for traffic signal improvements on Memorial Boulevard.

Mr. Martin made a motion to approve the Agreement with TDOT, in an amount estimated at \$200,000 for the City's 20% match, funded from the CIP, for traffic signal improvements on Memorial Boulevard. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 27, 2022 here with regards to Professional Design Service Contract with Kimley Horn for the Memorial Boulevard Traffic Signal System Improvements.)

Mr. Jim Kerr, Transportation Director, presented the request to approve the Professional Design Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$186,000, fully Federally funded, for traffic signal improvements on Memorial Boulevard.

Mr. Martin made a motion to approve the Professional Design Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$186,000, fully Federally funded, for traffic signal improvements on Memorial Boulevard. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 27, 2022 here with regards to Contract for Engineering Study of Transit Route and Shelter Placement.)

Mr. Russ Brashear, Assistant Transportation Director, presented the request to approve the Professional Design Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$103,219 in an 80/20 funding split with TDOT resulting in the City's share being \$10,322, for consultant services related to studying and recommending transit route alignments and bus shelter placements.

Mr. LaLance made a motion to approve the Professional Design Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$103,219 in an 80/20 funding split with TDOT resulting in the City's share being \$10,322, for consultant services related to studying and recommending transit route alignments and bus shelter placements. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 27, 2022 here with regards to TDOT Contract for Fiscal Year 2022 Operating Assistance.)

Mr. Russ Brashear, the Assistant Transportation Director, presented the request to approve the Grant Contract Project 75UROP-S3-015 with TDOT in order to receive allocated Transit System Assistance Funds in the amount of \$837,000 for Fiscal Year 2022.

Mr. Shacklett made a motion to approve the Grant Contract Project 75UROP-S3-015 with TDOT in order to receive allocated Transit System Assistance Funds in the amount of \$837,000 for Fiscal Year 2022. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 27, 2022 here with regards to Beer Permit Applications for Mercados Marias 1, 264 Heritage Park Dr. and Mercados Marias 2, 1820 Bradyville Pk.)

Mr. LaLance made a motion to approve the Beer Permits for Mercados Marias 1, 264 Heritage Park Drive (Ownership Change) and Mercados Marias 2, 1820 Bradyville Pike (Ownership Change), pending Building and Codes approval. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Mr. LaLance made a motion to appoint Mr. Mark H. Crocker (term expires May 3, 2027) to the Murfreesboro Housing Authority to

fill the vacancy left by Mr. Mark Pirtle. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

Mayor McFarland announced that there would be some new members appointed to the Airport Commission at an upcoming meeting.

Council Member Shawn Wright requested that the Legal Department research ways to restrict long-term rental properties from subdivisions.

Council Member Bill Shacklett stated that it was Schoolboard Appreciation week and thanked all members of the Murfreesboro Schoolboard for their service.

Mayor McFarland requested that staff research options the City can take to incentivize developers to redevelop vacant buildings.

There being no further business, Mayor McFarland adjourned this meeting at 8:25 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

February 3, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, February 3, 2022, with Mayor McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Ronnie Martin
Bill Shacklett
Shawn Wright

Vice-Mayor Scales Harris, Council Member Rick LaLance, and Council Member Kirt Wade were absent and excused from this session.

The following representatives of the City were also present:

Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. Richard Baines, 1319 Parkview Terrace, expressed his concerns regarding the stormwater runoff into the Todd Lake watershed basin, the need for routine checks of neighborhood stormwater detention ponds by the City, and the need for a City-wide comprehensive stormwater study to be conducted by an external firm.

There was no one else present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:36 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

February 3, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, February 3, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris and Council Member Rick LaLance were absent and excused from this session.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Michael Bowen, Chief of Police
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Sam Huddleston, Executive Director/
Development Services
Alan Bozeman, Communications Director
Chad Gehrke, Airport Director
Greg McKnight, Planning Director
Helen Glynn, Assistant Community Development Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Council Member Ronnie Martin commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

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)~~ (Pulled)
7. Purchase of Clarifier Gear Drive Assembly from Walker Process (Water Resources)

(Insert letters from Community Development,
& Water Resources (6) Departments here.)

Mayor McFarland stated that Item No. 6 on the Consent Agenda, NPDES Permit Legal Assistance, would be heard at the end of the Agenda.

Mr. Wright made a motion to approve the Consent Agenda, with the exception of Item No. 6. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to approval of Minutes of City Council Meetings.)

Mr. Wade made a motion to approve the minutes as written and presented for the regular meeting held on January 12, 2022. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to zoning of approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road.)

An ordinance, entitled "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]," which passed first reading on January 27, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-47 here.)

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

(Insert letter dated February 3, 2022 here with regards to zoning of approximately 6.7 acres located along New Salem Highway.)

An ordinance, entitled "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],” which passed first reading on January 27, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-48 here.)

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

(Insert letter dated February 3, 2022 here with regards to amending the Westlawn PUD zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road.)

An ordinance, entitled “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],” which passed first reading on January 27, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Wright, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-44 here.)

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

(Insert letter dated February 3, 2022 here with regards to rezoning of approximately 0.53 acres located along the north side of Bridge Avenue west of Kings Highway.)

An ordinance, entitled “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],” which passed first reading on January 27, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-45 here.)

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

(Insert letter dated February 3, 2022 here with regards to
United Telephone Company Cable TV Franchise Fees.)

The following RESOLUTION 22-R-04 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

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

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

(Insert letter dated February 3, 2022 here with regards to holding a public hearing to consider Plan of Services, annexation and zoning of approximately 19 acres located along Florence Road [2021-512 & 2021-423].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-41.1 adopted by the City Council on January 12, 2022, 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, Tennessee, Sharon

Arnette, Cynthia Williams, Deborah Cohen and Alcorn Properties, Inc., applicants [2021-512 & 2021-423]. Notice of said public hearing was published in the January 18, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland declared the public hearing open and invited those present who wished to speak for or against the Plan of Services and annexation for approximately 19 acres located along Florence Road, step forward to the podium.

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

The following RESOLUTION 21-R-PS-41 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: Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Abstain: Ronnie Martin

(Insert 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].)

The following RESOLUTION 21-R-A-41 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Abstain: Ronnie Martin

(Insert RESOLUTION 21-R-A-41 here 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].)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve rezoning 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 and explained the applicants reasoning for

seeking the rezoning as well as presenting Council with a list of restrictions on the development that the property owner was committed to complying with.

Mayor McFarland then declared the public hearing to rezone approximately 19 acres located along Florence Road, simultaneous with annexation, open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Abstain: Ronnie Martin

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

(Insert letter dated February 3, 2022 here with regards to holding a public hearing to consider Plan of Services, annexation and zoning of approximately 25 acres located along New Salem Highway [2021-511 & 2021-422].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-42.1 adopted by the City Council on January 12, 2022, 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, Tennessee, Salem Properties, Inc., applicant [2021-511 & 2021-422]. Notice of said public hearing was published in the January 18, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland declared the public hearing open and invited those present who wished to speak for or against the Plan of Services and annexation for approximately 25 acres located along New Salem Highway, step forward to the podium.

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

The following RESOLUTION 21-R-PS-42 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert 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].)

The following RESOLUTION 21-R-A-42 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-A-42 here 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].)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve zoning 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 and explained the applicants reasoning for seeking the zoning.

Mayor McFarland then declared the public hearing to zone approximately 25 acres located along New Salem Highway, simultaneous with annexation, open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated February 3, 2022 here with regards to Barge Design Solutions Approach Management Work Authorization – Amendment No. 2.)

Mr. Craig Tindall, City Manager, presented the request to approve Work Authorization Amendment No. 2 with Barge Design Solutions in the amount of \$77,950, 100% federally funded, for additional survey and design work related to the design of a displaced threshold and new approach for Runway 36.

Mr. Wade made a motion to approve Work Authorization Amendment No. 2 with Barge Design Solutions in the amount of \$77,950, 100% federally funded, for additional survey and design work related to the design of a displaced threshold and new approach for Runway 36. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to Professional Services for CBDG Program Activities CY 2022.)

Ms. Helen Glynn, Assistant Community Development Director, presented the request to approve the Management and Administrative Services Agreement with BluLynx Solutions, LLC in the amount of \$66,125, fully funded by CBDG funds, to assist the Community Development Department with planning and activity programming.

Mr. Shacklett made a motion to approve the Management and Administrative Services Agreement with BluLynx Solutions, LLC in the amount of \$66,125, fully funded by CBDG funds, to assist the Community Development Department with planning and activity

programing. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to
Construction Contract Brinkley Road Improvement Project Phase 1.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Agreement with Bell and Associates, LLC, pending Legal approval., in the amount of \$3,839,997, funded from the CIP, for the Brinkley Road Improvement Project Phase 1.

Mr. Wade made a motion to approve the Agreement with Bell and Associates, LLC, pending Legal approval., in the amount of \$3,839,997, funded from the CIP, for the Brinkley Road Improvement Project Phase 1. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to Contract
for Construction Administration for the Brinkley Road
Improvement Project Phase 1.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Agreement with Energy Land & Infrastructure, LLC in the estimated amount of \$129,880, funded from the CIP, for engineering and administrative management of the Brinkley Road Improvement Project Phase 1.

Mr. Shacklett made a motion to approve the Agreement with Energy Land & Infrastructure, LLC in the estimated amount of \$129,880, funded from the CIP, for engineering and administrative management of the Brinkley Road Improvement Project Phase 1. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to
Construction Testing for the Brinkley Road
Improvement Project Phase 1.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Agreement with TTL, Inc. in the estimated amount of \$2300, funded from the CIP, for testing of the construction materials for the Brinkley Road Improvement Project Phase 1.

Mr. Martin made a motion to approve the Agreement with TTL, Inc. in the estimated amount of \$2300, funded from the CIP, for testing of the construction materials for the Brinkley Road Improvement Project Phase 1. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The following letter from the Public Safety IT Manager was presented to the Council:

(Insert letter dated February 3, 2022 here with regards to
Tyler Technology – Brazos eCitation Subscription Contract.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the Agreement with Tyler Technology, Inc for five years, in the amount of \$137,325 (\$105,642 annually), funded by the Police and Court eCitation Fund Balance with the annual expenditures to be funded by the Department's Operating Budget, for Bravos eCitation software and subscription services.

Mr. Wade made a motion to approve the Agreement with Tyler Technology, Inc for five years, in the amount of \$137,325 (\$105,642 annually), funded by the Police and Court eCitation Fund Balance with the annual expenditures to be funded by the Department's Operating Budget, for Bravos eCitation software and subscription services. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to
purchase of Data Backup Equipment from Insight Public Sector.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the purchase of data backup equipment with Insight Public Sector, Inc. in the amount of \$154,832, funded by the CIP and the Department's Operating Budget.

Mr. Martin made a motion to approve the purchase of data backup equipment with Insight Public Sector, Inc. in the amount of \$154,832, funded by the CIP and the Department's Operating Budget. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards
to Award of Mechanical/Electrical Services Contract.)

Mr. Darren Gore, Assistant City Manager, presented the request to award the Mechanical/Electrical Services Contract and approve Task Order 22-01 with John Bouchard & Sons Co., in the amount of \$1,285,723, funded by the Department's Working Capital Reserves.

Mr. Wade made a motion to award the Mechanical/Electrical Services Contract and approve Task Order 22-01 with John Bouchard & Sons Co., in the amount of \$1,285,723,

funded by the Department's Working Capital Reserves. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with
regards to NPDES Permit Legal Assistance.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve the proposal with King and Spaulding, in the estimated future budgeted amount of \$75,000 for services related to the City's efforts to expand our National Pollutant Discharge Elimination System (NPDES) permit.

Mr. Gore discussed with Council the timeline of the City's efforts to work with TDEC in order to expand scope of the City's NPDES permit and answered questions from Council regarding the process.

Mr. Martin made a motion to approve the proposal with King and Spaulding, in the estimated future budgeted amount of \$75,000 for services related to the City's efforts to expand our National Pollutant Discharge Elimination System permit. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated February 3, 2022 here with regards to Beer Permit
Applications for Luna's Night Club, 527 W Main St. and
The Tasty Table, 215 N Church St.)

Mr. Martin made a motion to approve the Beer Permits for Luna's Night Club, 527 West Main Street (Ownership & Name Change) and The Tasty Table, 215 North Church Street (New Location), pending Building and Codes approval. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

Mr. Craig Tindall, City Manager stated that Council would likely not meet on February 10, 2022 and that Council would likely meet on February 24, 2022. He also announced that the City Council meeting on March 3, 2022 would be canceled to allow attendance at the joint County/City School Board meeting with the legislative representatives.

Mayor McFarland announced that the Central Tennessee Solid Waste Board would be meeting on February 8, 2022.

There being no further business, Mayor McFarland adjourned this meeting at 6:49 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: FY22 Budget Amendment Ordinance

Department: Budget

Presented by: Erin Tucker

Requested Council Action:

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

Summary

Amendment to the City's FY22 Budget.

Staff Recommendation

Approve Ordinance 22-O-01, amending the City's budget.

Background Information

GENERAL FUND

The FY22 Local Sales Tax revenue is projected to come in over budget by at least \$5 million.

The FY22 Mixed Drink Tax revenues are projected to come in over budget by \$360,000. The City Schools corresponding share also needs to be increased by \$180,000.

The FY22 Hotel/Motel Tax revenues are projected to come in over budget by \$1.1 million. The corresponding transfer to the Chamber of Commerce also needs to be increased by \$165,000.

The FY22 Drug Related Fines are projected to come in over budget by \$40,000. The corresponding transfer to the Drug Fund also needs to be increased by \$10,000.

The FY22 Seizure Awards are projected to come in over budget by \$33,200. The corresponding Felony Funds expenses need to be increased by \$33,200.

State Street Aid Gas Taxes are projected to come in over budget by \$600,000. In addition, State Street Aid paving expenses need to be increased by \$500,000.

The City's cybersecurity insurance policy requires that the City utilize certain software programs to help combat cybersecurity threats at an increased budget of \$390,000 for the Information Technology Division.

The Police Department is implementing an E-Citation software program at a cost of \$137,325. These costs will be funded from the Police and City Court E-Citation Restricted Fund Balance.

Street Department needs to replenish its salt supply after depleting its stock in the January winter storms, increasing the budget by \$123,000.

The Authorized Full Time Position Counts listed in Exhibit B needs to be corrected to reflect the budget and previous budget amendments. No fiscal impact is anticipated from this correction. In addition, the Finance Department is requesting an additional Accountant position. This will increase their headcount by 1. This addition will be funded out of budgeted savings within the department.

AIRPORT FUND

The Airport Fund's Fuel Sales is projected to come in over budget by \$375,000. The corresponding supplies for resale and fuel rebate expenses need to be increased by \$300,000 and \$22,000 respectively.

DRUG FUND

As part of the increased Drug Related Fines, City Court revenues are projected to come in over budget by \$25,000 and the increased General Fund transfer to Drug Fund needs to be budgeted of \$10,000 needs to be budgeted, as well.

OTHER CAPITAL SOURCES FUND

Several projects that were budgeted in the FY21 Budget were not completed until FY22. These include:

City Hall roof repairs with FY22 costs of \$14,700

Information Technology annual PC replacements of \$17,650

Parks and Recreation equipment purchase of \$6,400

RISK MANAGEMENT FUND

The Risk Management General Liability insurance claims are projected to come in over budget by \$175,000. In addition, Workers' Compensation claims are projected to come in over budget by \$750,000. This is due to the settlement of several old claims this year.

Council Priorities Served

Responsible budgeting

The budget amendments reflect the increased expenses for the specified funds.

Fiscal Impact

The amendment to the FY22 Budget will increase Unassigned Fund Balance by \$5.6 million. The Restricted E-Citation fund balances will decrease by \$137,325 and the State Street Aid fund balance will increase by \$100,000. The Airport Fund budget amendments will result in a budgeted increase to the Airport Fund Balance by \$53,000. Drug Fund revenues are increasing by \$35,000. The Other Capital Sources use of Fund Balance will increase by \$38,750. The Risk Management use of Fund Balance will increase by \$925,000.

Attachments

1. FY22 Budget Ordinance 22-O-01 and Exhibits A and B

ORDINANCE 22-O-01 amending the 2021-2022 Budget (4th Amendment).

WHEREAS, the City Council adopted the 2021-2022 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 21-O-13, on June 9, 2021 to implement the 2021-2022 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2021-2022 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2021-2022 fiscal year.

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

SECTION 1. The 2021-2022 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. The 2021-2022 Authorized Full-time Position Counts adopted by the City Council is hereby revised and amended as shown on Exhibit B, attached hereto.

SECTION 3. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2021-2022 at the earliest practicable time, 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

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
	<u>Assigned/Restricted</u>			
Police	Seizure Awards	\$ 130,000.00	\$ 163,200.00	\$ 33,200.00
State Street Aid	State Gas & Motor Fuel Tax	\$ 4,300,000.00	\$ 4,900,000.00	\$ 600,000.00
				<u>\$ 633,200.00</u>
	<u>Unassigned</u>			
Police	Drug Related Fines	\$ 15,000.00	\$ 55,000.00	\$ 40,000.00
	Mixed Drink Tax	\$ 1,190,000.00	\$ 1,550,000.00	\$ 360,000.00
	Hotel/Motel Tax	\$ 2,700,000.00	\$ 3,800,000.00	\$ 1,100,000.00
	Local Option Sales Tax	\$ 55,700,000.00	\$ 60,700,000.00	\$ 5,000,000.00
				<u>\$ 6,500,000.00</u>
<u>Expenditures</u>				
	<u>Assigned/Restricted</u>			
Police	Restricted - Felony Funds	\$ 100,000.00	\$ 133,200.00	\$ 33,200.00
Police	Repair & Maintenance - Software	\$ 650,000.00	\$ 787,325.00	\$ 137,325.00
State Street Aid	Repair & Maintenance - Roads & Streets	\$ 4,464,500.00	\$ 4,964,500.00	\$ 500,000.00
				<u>\$ 670,525.00</u>
	<u>Unassigned</u>			
Transfers to Other Funds	Transfer to Drug Fund	\$ 45,000.00	\$ 55,000.00	\$ 10,000.00
	Transfer Schools Mix Drink Tax	\$ 595,000.00	\$ 775,000.00	\$ 180,000.00
Street	Sodium Chloride	\$ 82,000.00	\$ 205,000.00	\$ 123,000.00
Administration	Chamber of Commerce	\$ 405,000.00	\$ 570,000.00	\$ 165,000.00
Information Technology	Repair & Maintenance - Software	\$ 539,500.00	\$ 929,500.00	\$ 390,000.00
				<u>\$ 868,000.00</u>
CHANGE IN ASSIGNED/RESTRICTED FUND BALANCE (CASH)		\$ (5,312,356.00)	\$ (5,349,681.00)	\$ 37,325.00
CHANGE IN UNASSIGNED FUND BALANCE (CASH)		\$ (3,320,978.00)	\$ 2,311,022.00	\$ (5,632,000.00)
TOTAL CHANGE IN FUND BALANCE (CASH)		\$ (8,633,334.00)	\$ (3,038,659.00)	5,594,675.00

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
	<u>Revenues</u>			
	Aviation Gasoline	\$ 2,000,000.00	\$ 2,375,000.00	\$ 375,000.00
				<u>\$ 375,000.00</u>
	<u>Expenditures</u>			
	Supplies for Resale	\$ 1,600,000.00	\$ 1,900,000.00	\$ 300,000.00
	Fuel Rebates	\$ 110,000.00	\$ 132,000.00	\$ 22,000.00
				\$ -
				\$ -
				<u>\$ 322,000.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (1,512,879.00)	\$ (1,459,879.00)	53,000.00

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Risk Management Fund</u>				
	<u>Revenues</u>			
				\$ -
				<u>\$ -</u>
	<u>Expenditures</u>			
	<u>Expenditures</u>			
	General Liability Claims	\$ 500,000.00	\$ 675,000.00	\$ 175,000.00
	Workers' Comp Claims	\$ 750,000.00	\$ 1,500,000.00	\$ 750,000.00
				<u>\$ 925,000.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 3,494,870.00	\$ 2,569,870.00	(925,000.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Other Capital Sources Fund</u>				
<u>Revenues</u>				
				\$ -
				<u>\$ -</u>
<u>Expenditures</u>				
	Building Expense	\$ -	\$ 14,700.00	\$ 14,700.00
	Machinery & Equipment	\$ -	\$ 6,400.00	\$ 6,400.00
		\$ -	\$ 17,650.00	\$ 17,650.00
				<u>\$ 38,750.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 939,786.00	\$ 901,036.00	(38,750.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Drug Fund</u>				
<u>Revenues</u>				
	City Court Revenue	\$ 30,000.00	\$ 55,000.00	\$ 25,000.00
	Transfer in From General Fund	\$ 45,000.00	\$ 55,000.00	\$ 10,000.00
				<u>\$ 35,000.00</u>
<u>Expenditures</u>				
				\$ -
				<u>\$ -</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 472,237.00	\$ 507,237.00	35,000.00

EXHIBIT B - CORRECTION REVISED					
City of Murfreesboro					
Authorized Full Time Position Counts FY 2019 to FY 2022					
	Actual	Actual	Estimated	Adopted	Budget Amendment
Department	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022
Mayor and Council	7	7	7	7	7
City Manager's Office	11	13	11	11	12
Finance and Tax	18	18	18	20	21
Legal	7	9	9	9	10
City Court	6	6	6	7	7
Purchasing	2	2	2	3	3
Information Technology	17	20	23	25	25
Communications	5	6	6	6	6
Human Resources	7	10	10	11	11
Facilities Maintenance	11	11	12	13	13
Fleet Services	16	16	17	20	20
Police	326	351	369	376	376
Fire & Rescue	235	236	238	241	241
Building & Codes	26	26	25	25	26
Planning	14	14	15	15	15
Community Development	1	1	3	3	3
Transportation	24	25	27	27	27
Engineering	14	14	14	14	14
Street	51	51	51	52	52
Civic Plaza	1	1	1	1	1
Parks and Recreation	84	90	89	89	89
Golf Course	15	15	15	16	16
Solid Waste	42	43	46	47	47
Airport	3	3	4	4	4
Risk Management	3	0	0	0	0
	946	988	1018	1042	1046

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

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

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 19 acres located along Florence Road.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Alcorn Properties, LLC presented to the City a zoning application [2021-423] for 19 acres located along Florence Road 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 a public hearing on this matter and then voted to recommend its approval.

On February 3, 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 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:

Ordinance 21-OZ-41

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

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Adam F. Tucker
City Attorney

SEAL

Ordinance 21-OZ-41

City Limits

AREA ZONED
RS-6 SIMULTANEOUS
WITH ANNEXATION

AREA ZONED
CF SIMULTANEOUS
WITH ANNEXATION

City Limits

OVERALL CREEK

I-840



COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

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

Summary

Zoning of approximately 25 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

Salem Properties, Inc. presented to the City a zoning application [2021-422] for 25 acres located along New Salem Highway 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 a public hearing on this matter and then voted to recommend its approval.

On February 3, 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 commercial outparcels along New Salem Highway, which, upon development, could create jobs for the community and generate tax revenue for the City.

Attachments:

Ordinance 21-OZ-42

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:

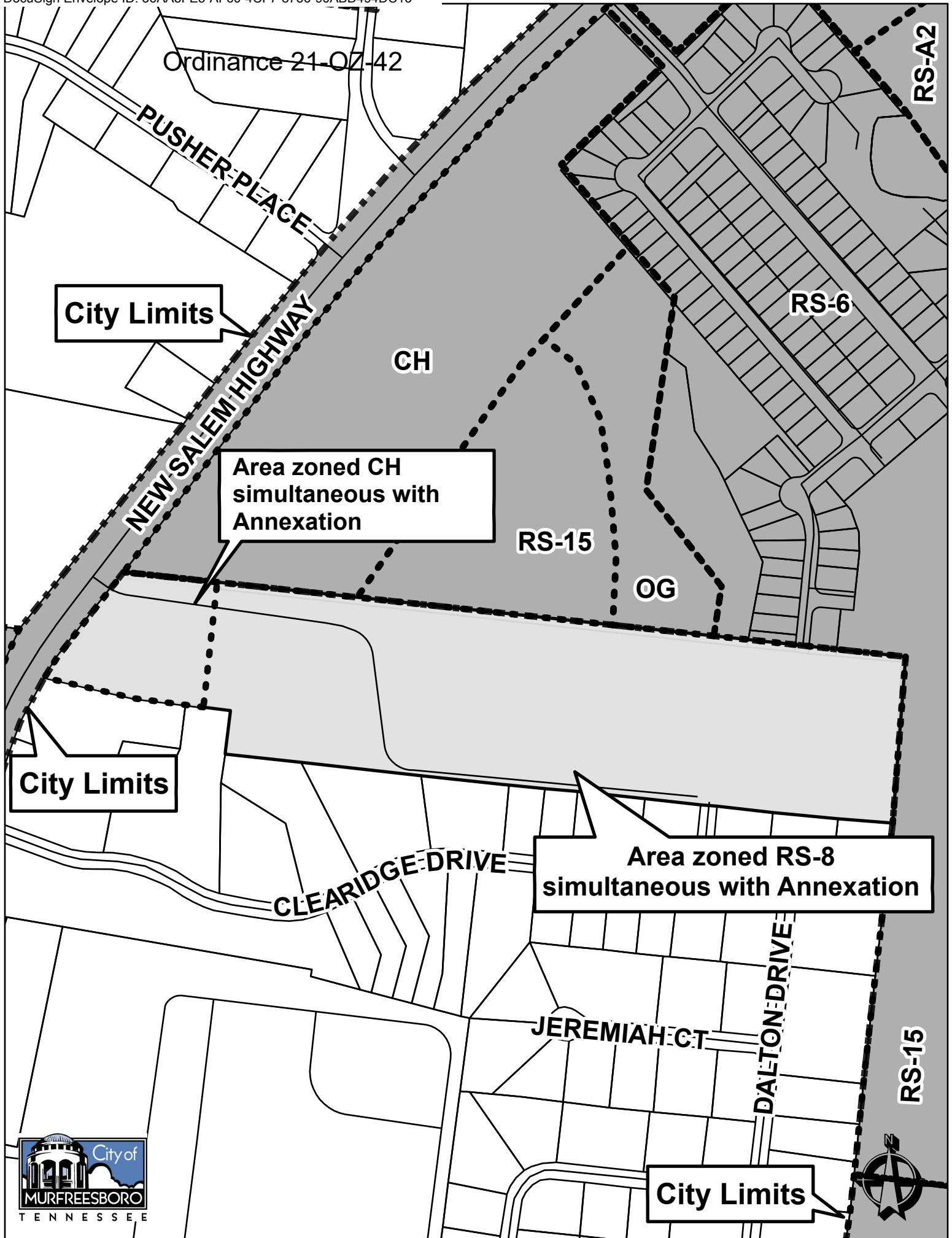
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Amending The Arbors PRD zoning along Compton Road
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend The Arbors PRD zoning on approximately 78.25 acres and rezone 0.5 acres located along Compton Road.

Staff Recommendation

Enact the ordinance amending the zoning, as requested.

The Planning Commission recommended approval of the zoning request.

Background Information

Middle TN Developers, LLC presented a zoning application [2021-429] to amend the The Arbors PRD (Planned Residential District) zoning on approximately 78.25 acres located along Compton Road. Additionally, 0.5 acres is proposed to be rezoned from PRD to RS-15 (Single-Family Residential District 15). 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 conditioned on the removal of the street connections to Lakes Edge Drive and Bushnell Drive. Council should note that an updated pattern book with additional architectural elevations and the removal of those street connections has been provided for second and final reading.

Council Priorities Served

Improve Economic Development

This zoning amendment will permit the development of a single-family residential subdivision with detached homes, enabling a significant investment in the community. In addition, this request is consistent with Council's expressed desire for additional inventory of single-family detached homes.

Expand Infrastructure

The proposed development will include a connection to the existing Emery Court street stub, giving the adjacent Fieldcrest neighborhood, which only has one existing

entrance, an additional way in and out. This benefits the motoring public as well as service providers, including emergency service providers.

Attachments:

1. Ordinance 21-OZ-46
2. Letter from applicant's representative
3. The Arbors PRD pattern book (revised after first reading)

February 15, 2022

Holly Smyth
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Summary of Revisions to the Concept Plan and Rezoning Booklet
The Arbors at Compton PRD
Murfreesboro, TN
SEC No. 20296

Dear Holly,

This letter is to outline the revisions that have been made to the Concept Plan and Rezoning Booklet for Amendment to The Arbors at Compton PRD.

PRD Book Redline Comments:

- Cover Page
 - Added new submittal date.
- Page 12
 - Revised concept plan to remove cul-de-sacs from Bushnell Drive and Lakes Edge Drive
- Page 14
 - Revised concept plan to remove cul-de-sacs from Bushnell Drive and Lakes Edge Drive
- Page 15-18
 - Revised rear elevations to be more aesthetically pleasing
- Page 21
 - Revised concept plan to remove cul-de-sacs from Bushnell Drive and Lakes Edge Drive
- Page 22
 - Revised concept plan to remove cul-de-sacs from Bushnell Drive and Lakes Edge Drive
- Page 25
 - Added a request for an exception to Subdivision Regulations Section 5.7.3.iv under Item 10.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is mtaylor@sec-civil.com.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



THE ARBORS AT COMPTON

A REQUEST FOR AN AMENDMENT TO A PREVIOUSLY APPROVED PRD
1229 Compton Road, Murfreesboro, Tennessee

Initial Submittal

October 14, 2021

Resubmittal

November 5, 2021 for November 17, 2021
Planning Commission Workshop

Resubmittal

November 22, 2021 for December 1, 2021
Planning Commission Public Hearing

Resubmittal

January 13, 2022 for January 27, 2022
City Council Public Hearing

Resubmittal

February 10, 2022 for February 24, 2022
City Council Second Reading

SEC, Inc.

SEC Project #21296



© Copyright 2022, Site Engineering Consultants, Inc.

SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com / mtaylor@sec-civil.com
Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*



MIDTNDEV

Company Name: Middle Tennessee Developers LLC
Profession: Developer
Attn: Steve Pierce
Phone: 615-293-6550
Email: Steve.pierce@midtenndev.com
Web: midtndev.com

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DEVELOPMENT STANDARDS..... 13

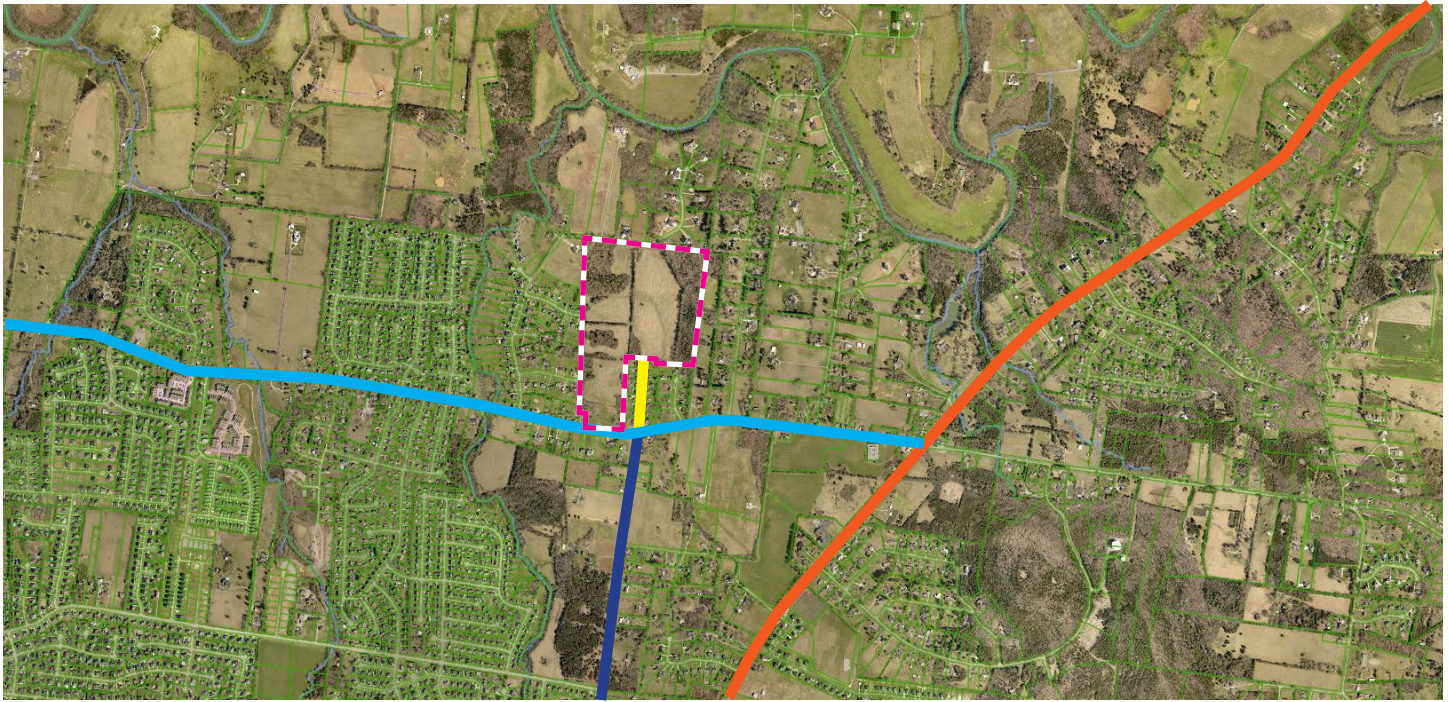
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AERIAL PHOTOGRAPH


Not To Scale 




Compton Road




Emery Court



Lascassas Pike



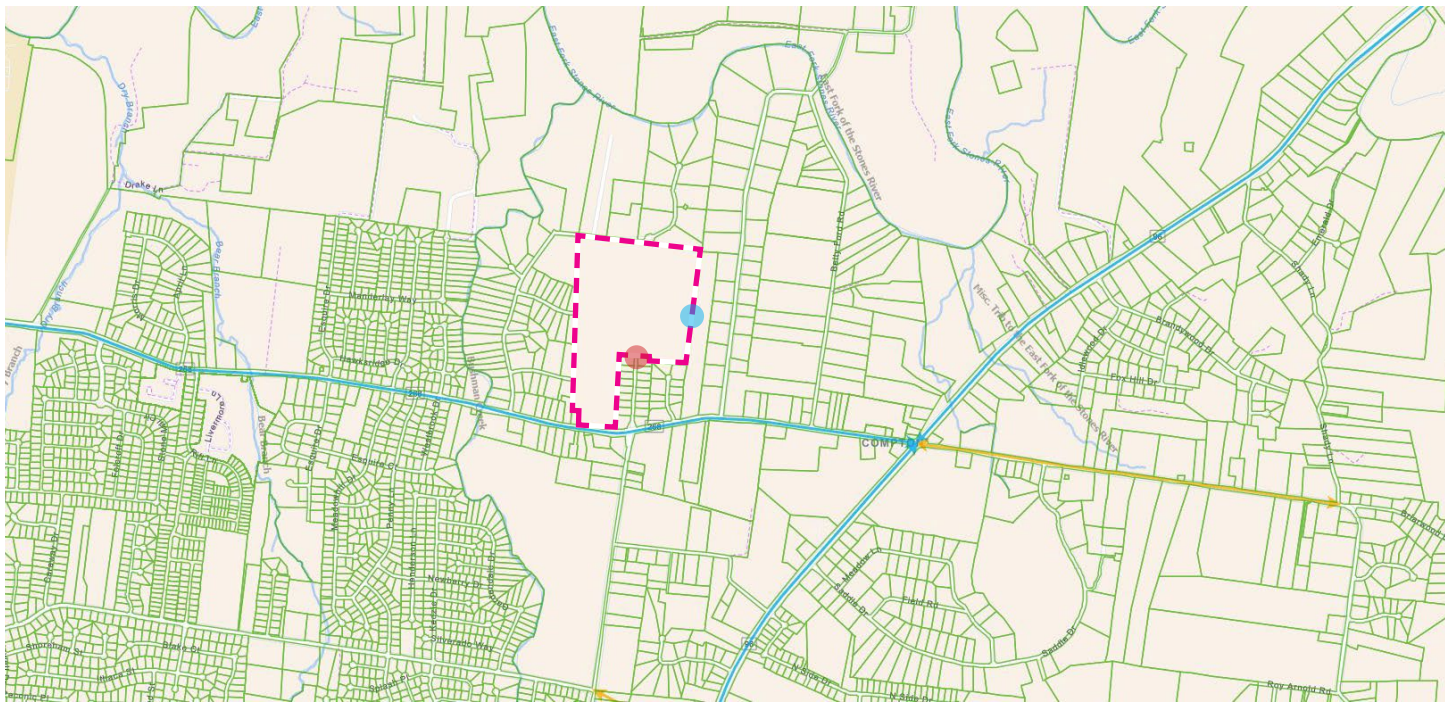
Emery Road



Site Boundary

Middle Tennessee Developers, LLC respectfully requests amending the previously approved Arbors PRD located at 1229 Compton Road. The property is located along the northern side of Compton Road, west and north of Emery Court. The site is identified as Parcel 18.00 of Tax Map 68, and is approximately 78.25 acres.

The request to amend the PRD is to revise the site to be a STEP system instead of gravity flow sanitary sewer system and reduce the previously approved number of units from 207 single-family detached homes. The amended development will consist of 177 single-family detached lots on 78.25 acres, for a density of 2.26 dwelling units per acre. The development will consist of 133 lots with a minimum lot size of 7,000 sf, and 44 lots with a minimum lots size of 12,000 sf. All homes will be for purchase. The proposed homes will be a minimum 1,700 sf. for single-story homes, and 2,000 sf. for 2-story homes. All homes will have a minimum of 2 bedrooms, and a minimum two car front entry garage with decorative garage doors. The home elevations will be constructed of cement board siding and masonry materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. Along the streets, street lights will add character and continuity to the neighborhood. The entrance off of Compton Road will incorporate monument or wall signage made of masonry materials and anchored by landscaping. The H.O.A. will own and maintain all common areas.



MAJOR TRANSPORTATION PLAN

Not To Scale 

-  3 LANE ROADWAY
-  Connector Point
-  5 LANE ROADWAY
-  Temporary Cul-de-sac

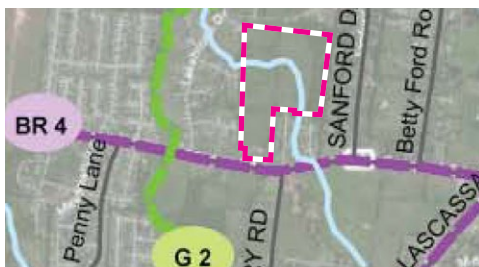


Site Boundary

The property has access to the existing public rights-of-way of Compton Road, a city designated major arterial, through one primary entrance to the west of the intersection Emery Road. Additionally, the property will be connecting and extending the existing public rights-of-way of Emery Court to the southeast, Bushnell Drive to the west, and Lakes Edge Drive to the northwest. These three streets are classified as local-residential roadways that were previously stubbed to the edge of the property for future connectivity.

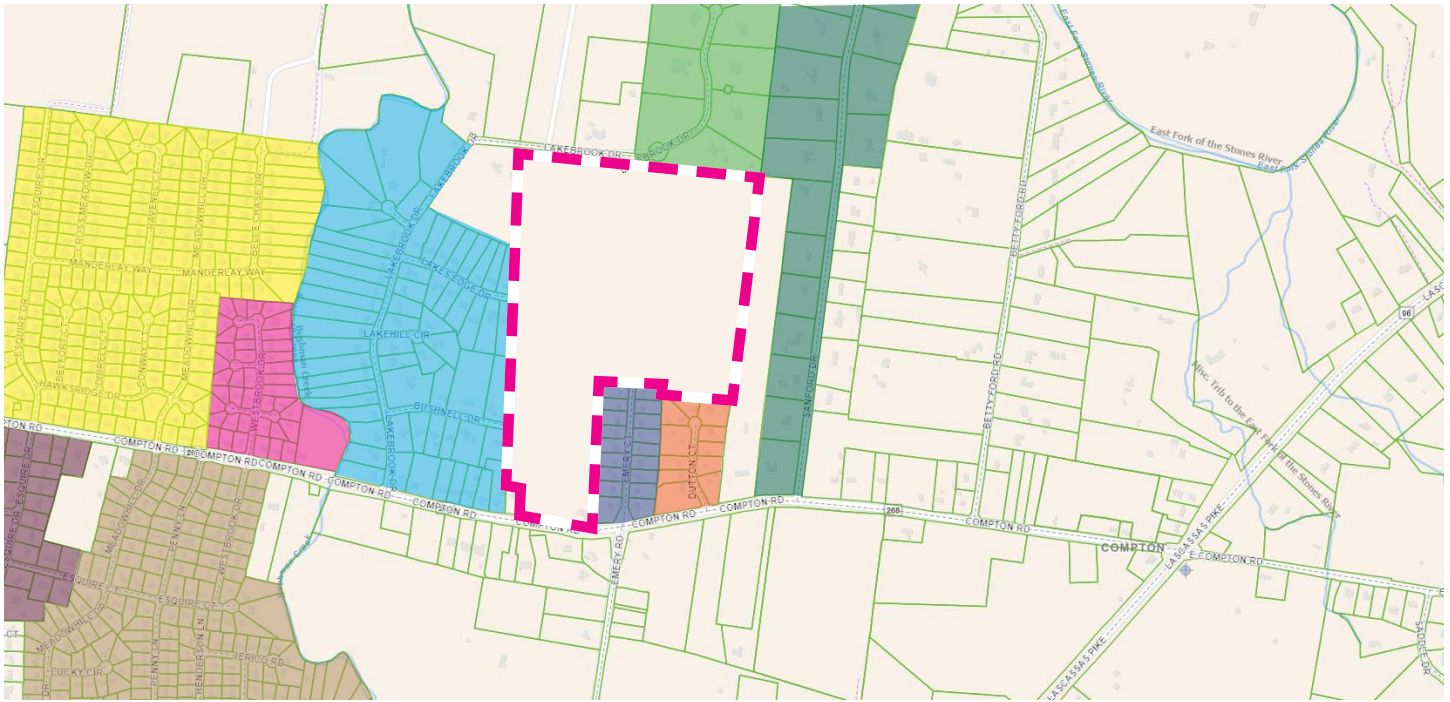
Compton Road is on the City of Murfreesboro's Major Transportation Plan and is slated to be improved from a two-lane roadway to a five-lane roadway. The entrance from Compton Road is designed with 1 travel-lane for access into and will also have 2-lanes out of the development.

The proposed connection to Emery Court to the south of the development will provide for a secondary point of ingress/egress to the development. The existing roadway stubs to the west of the property are proposed to remain as in without connection to this development. The development will also be providing an additional roadway stub at the middle temporary cul-de-sac along the eastern side of the development. This will allow for future connectivity to Parcel 20.00 of Tax Map 68 to the east of this development.



 Bike Route

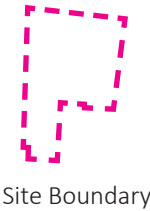
Compton Road is on the Murfreesboro Bikeway Master Plan as a part of Bike Route 4. This route starts at Lebanon Pike and ends at Lacassas Pike for an overall length of 3.13 miles. Bike Route 4 will be constructed with the expansion of Compton Road.



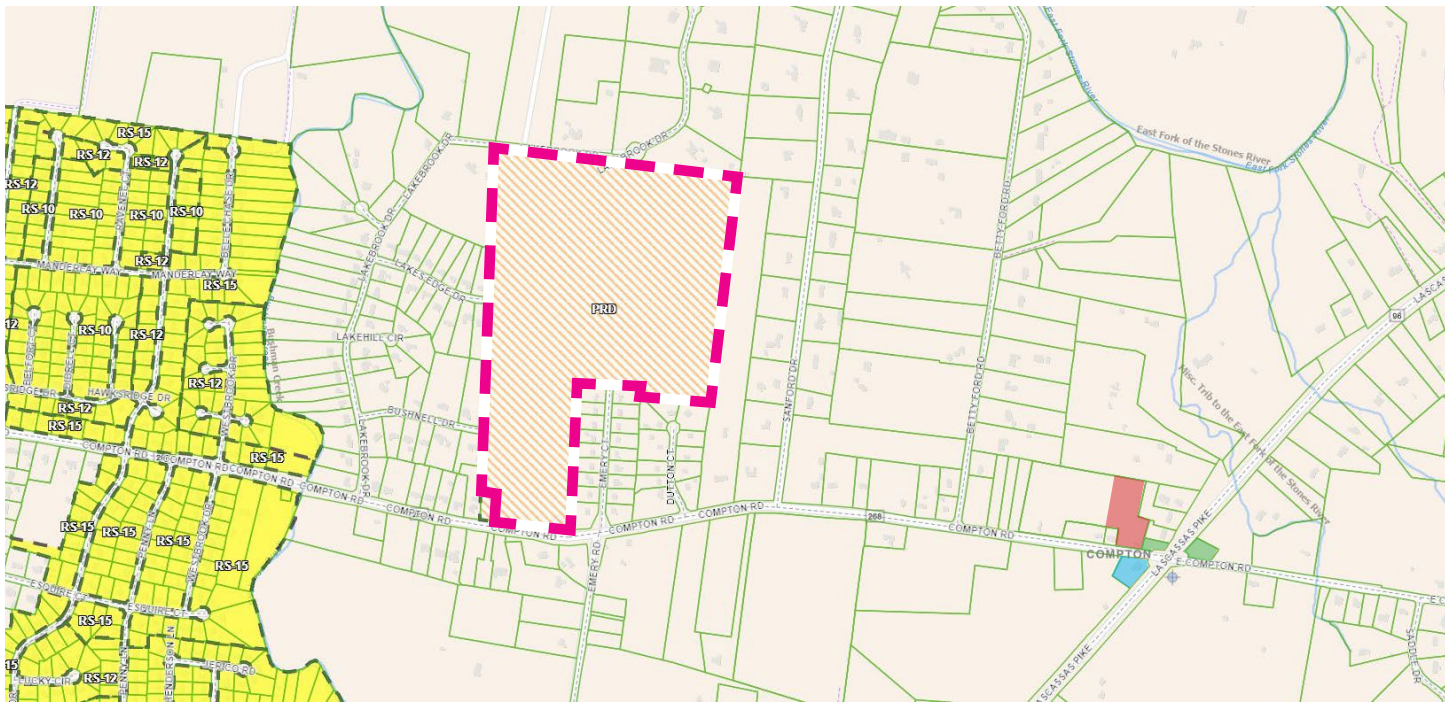
SUBDIVISION MAP

Not To Scale 

 Lakebrook Estates	 The Falls at East Fork	 El Rancho Estates
 Dove Meadow	 Field Crest	 Meadowood
 Hawksridge	 Dutton Court	 Esquire Estates



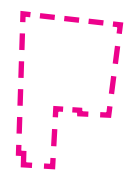
The Arborgs at Compton is surrounded by a mixture of residential subdivisions, and agricultural properties. Lakebrook Estates is a residential development directly to the west of the site consisting of one to two-story single-family detached homes with primarily side entry garages. The exterior elevations consist of primarily brick along all elevations with vinyl only being used in the trim and soffit area. There is one primary point of ingress/egress to the development from Compton Road. The Falls at East Fork is a small subdivision to the north of the property along Lakebrook Drive. This subdivision includes single-family detached homes on lots with large front setbacks, a mixture of 1 & 2 stories, and estate style houses constructed from a variety of masonry materials across all elevations. There is one primary point of ingress/egress to this development from Lakebrook Drive. There are two developments along the southeastern edge of the development, Field Crest and Dutton Court. These two developments consist of 1 & 2 story single-family detached homes, with a mixture of vinyl siding and brick exteriors. El Rancho Estates is a subdivision to the east along Sanford Road. This development has single-family detached homes with primarily brick elevations and large front setbacks. Sanford Drive serves as the only point of ingress/egress to these homes.



ZONING MAP

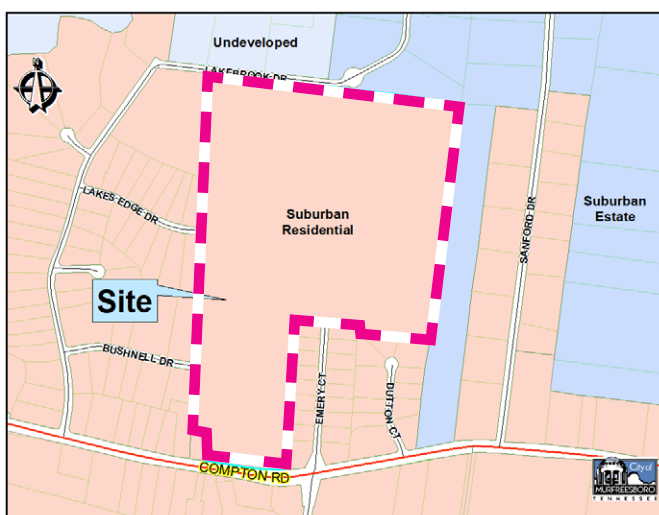
Not To Scale

RS-10	Residential Single-Family (RS-10)	CN	Commercial Neighborhood (CN) Rutherford County
RS-12	Residential Single-Family (RS-12)	CG	Commercial General (CG) Rutherford County
RS-15	Residential Single-Family (RS-15)	RM	Medium Density Residential (RM) Rutherford County
PRD	Planned Residential Development (PRD)	CS	Commercial Services (CS) Rutherford County



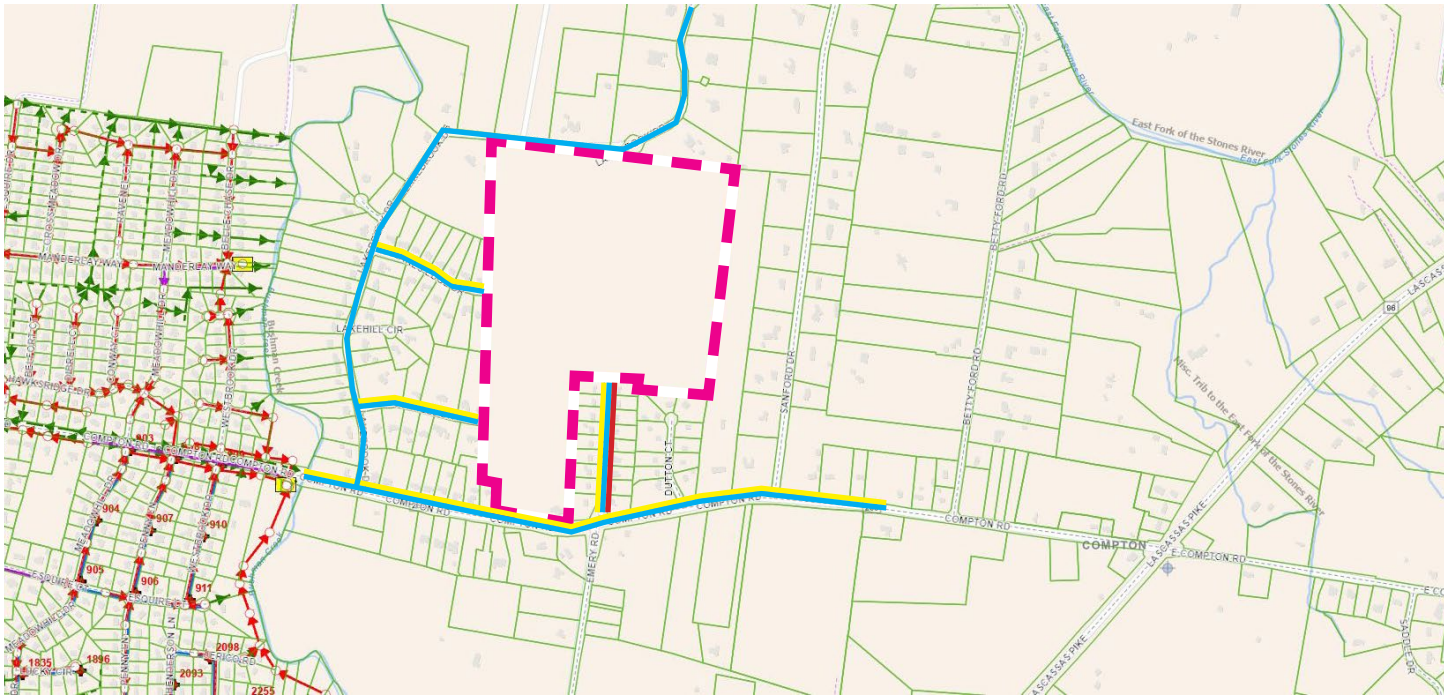
Site Boundary

The surrounding area consists of a mixture of zoning types and land uses. All land surrounding the property is currently zoned Medium Density Residential (RM) in Rutherford County. There is a mixture of residential single-family zoned developments in the City of Murfreesboro to the west past the Lakebrook Estates subdivision. Additionally, there are a few commercially zoned properties in Rutherford County to the east at the intersection of Compton Road and Lascassas Pike.



The Murfreesboro 2035 Future Land Use Plan proposes this area as suburban residential (SR). The character of this land use includes detached residential dwellings, and attached residential with the notion of increased open space. Development options can be established, which allow for smaller lot sizes in exchange for greater open space, with the open space devoted to maintaining the suburban character and buffering adjacent properties and roads. Density for this character ranges from 2.0 to 3.54 dwelling units per acre. Generally compatible zoning districts include RS-15, RS-12, and RS-10

The proposed development aligns with the described character of the area and provides an overall density of 2.26 dwelling units per acre along with ample open space.



UTILITY MAP

Not To Scale

WATER

SEWER

STORMWATER

ELECTRIC

Site Boundary

Water service will be provided by the Consolidated Utility District of Rutherford County. There are existing water lines along Compton Road, Bushnell Drive, Lakes Edge Drive, and Emery Court for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

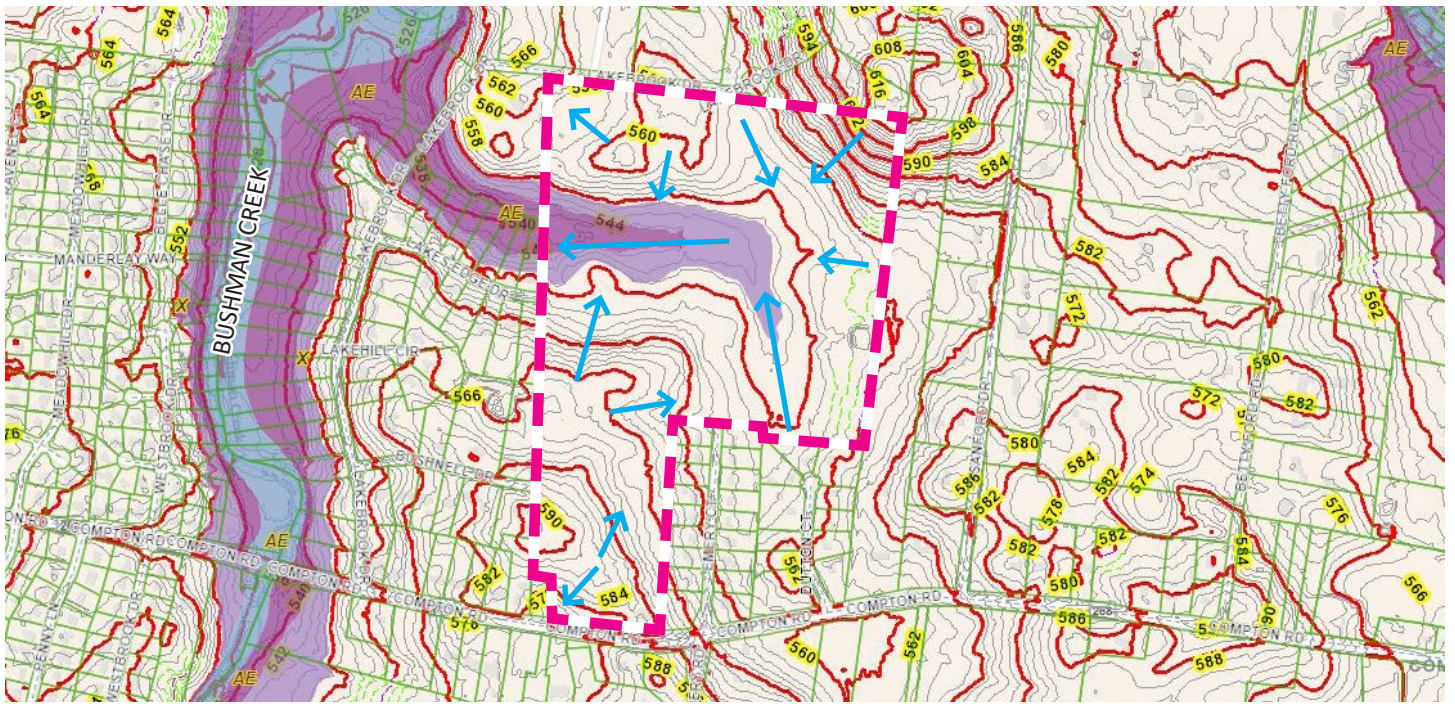
Sanitary sewer service will be provided by Murfreesboro Water Resources Department (MWRD) via an on-site STEP system. Construction of the STEP system will be the responsibility of the developer and then turned over to MWRD which will own and operate the system. Sewer is no longer immediately available to the subject property as the original plan anticipated.

Electric service will be provided by Middle Tennessee Electric. Service will be extended from Compton Road, Bushnell Drive, Lakes Edge Drive, and Emery Court. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

08

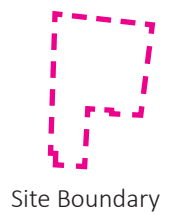
EXISTING CONDITIONS

UTILITY MAP



HYDROLOGY AND TOPOGRAPHY

Not To Scale 



The topographic map above shows the site's topographic high point generally at the southwestern corner, the northwest corner, and the eastern property line of the property. From these high points, the property generally drains towards the middle of the site before turning and running to the west, eventually ending up in Bushman Creek.

A portion of the site along the western perimeter lies within the 100-year floodplain zone AE according to FEMA Flood Panels 47149C0161H eff. 1/4/2007, 47149C0162H eff. 1/4/2007, 47149C0163H eff. 1/4/2007, and 47149C0164H eff. 1/4/2007.

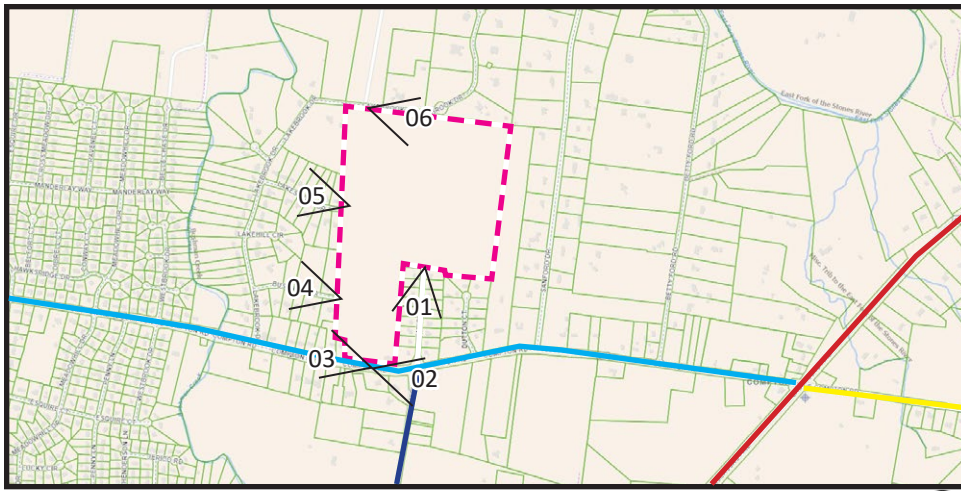
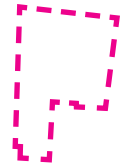


PHOTO DIRECTION MAP

Not To Scale

- Compton Road
- East Compton Road
- Lascassas Pike
- Emery Road
- Emery Court



Site Boundary



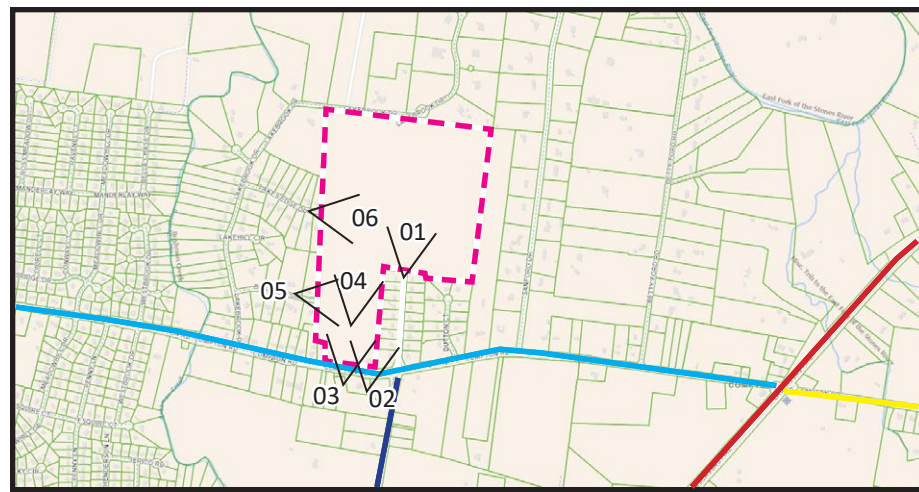
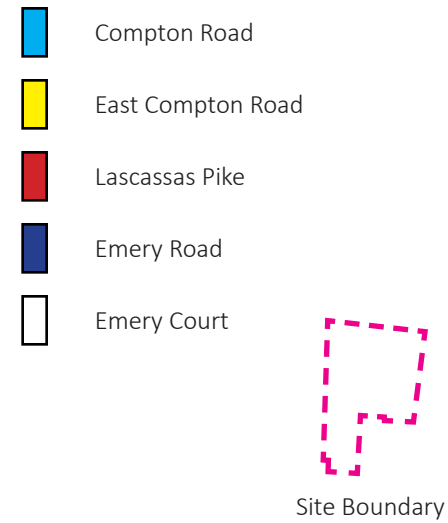


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Not To Scale



Site Boundary

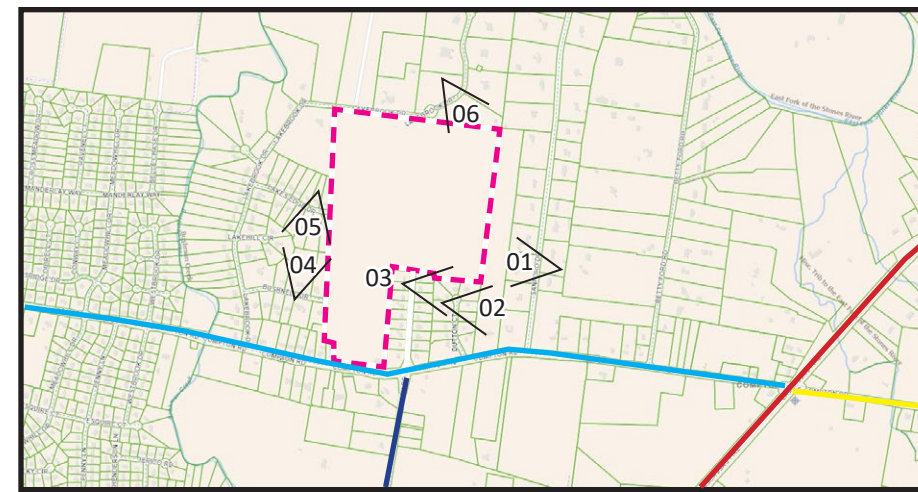
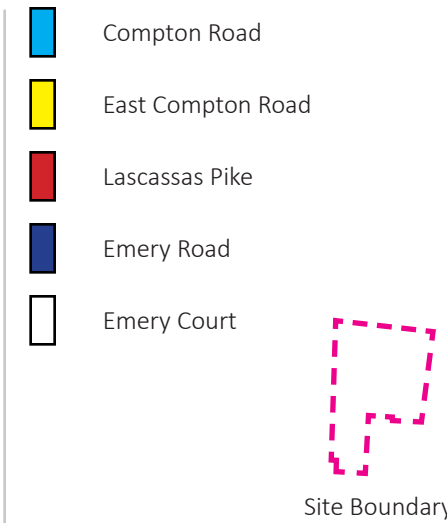


PHOTO DIRECTION MAP

Not To Scale



Site Boundary





Total Land Area:	±78.25 Acres
Number of Min. 7,000 sf Lots:	133 Lots
Number of Min. 12,000 sf Lots:	44 Lots
Total Number of Lots:	177 Lots
Density: 177 Lots/78.25 Acres =	±2.26 Units/Acre
Required Open Space:	±15.65 Acres (20%)
Provided Open Space:	±24.74 Acres (32%)
Stormwater (Detention)	±4.16 Acres (5%)
STEP Field	±13.52 Acres (17%)
Required Formal Open Space:	±3.91 Acres (5%)
Provided Formal Open Space:	±3.91 Acres (5%)
Minimum Lot Size:	7,000 Square Feet
Length of New Roadway:	±9,196 Linear Feet

7,000 SF Lots
12,000 SF Lots
Open Space
Roadway
Sidewalks
Walking Trails
Detention
STEP Field
Existing Tree Canopy
Special Interest Lot

SEC, Inc.

SEC Project #21296 Murtreesboro, Tennessee



Development Standards:

- 177 single-family detached homes with 2 or more bedrooms.
- The development will consist of 133 lots with a minimum lot size shall be 7,000 sf for the 60-ft wide lots, and 44 lots with a minimum lot size shall be 12,000 sf for the 85-ft wide lots.
- The homes will have a minimum of 1,700 sf of living area for single-story homes, and 2,000 sf for 2-story homes.
- Each home will be on its own lot of record, and sold fee simple.
- Single family homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single family homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Parking for the homes will comply with the City of Murfreesboro requirements
- Each single-family lot will provide at least 4 parking spaces per lot (outside of the garage)
- Each lot will have concrete driveways wide enough for 2 vehicles , and have a minimum width of 16 feet
- All homes will have a 2-car front entry garage.
- Builders shall install sod and landscaping along front and secondary front foundations.
- Builder shall install 2.5” caliper front yard tree on each single-family detached lot.
- All streets will be public rights-of-way
- All streets have been designed to comply with Murfreesboro Streets Standards
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via centralized mail kiosk for all postal deliveries.
- Street lights will be coordinated with MTE, and will meet MTE’s standards for management by MTE
- The entrance off of Compton Road will have new entrance signage constructed on masonry materials and anchored by landscaping and fencing.
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- HVAC units will be located at the rear of each residence
- All on-site utilities will be underground
- Solid waste will be handled via curb side trash pick-up by the City of Murfreesboro.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- H.O.A. will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- This project will install street lighting along Compton Road along with project’s frontage.
- A 10-ft wide common open space strip will be provided along all perimeters of the site to provide separation between existing homes and those proposed. The 10-ft wide common open space strip will not be required along the proposed STEP System area.
- An enhanced open space strip shall be provided along the western perimeter at Bushnell Drive and Lakes Edge Drive to provide a screening element from the adjacent residents.

*The examples shown on this page are conceptual and meant to convey the general appearance and functionality of different features throughout the development. Final products will be provided at a site plan level.



Example of Centralized Mail Kiosk



Example of Entrance Sign



Example of White 3-Rail Fence Along Compton Road



Example of Street Lighting

PHASES	UNITS	ACRES
PHASE 1	89	47.61
PHASE 2	22	8.83
PHASE 3	66	21.81
TOTAL	177	78.25

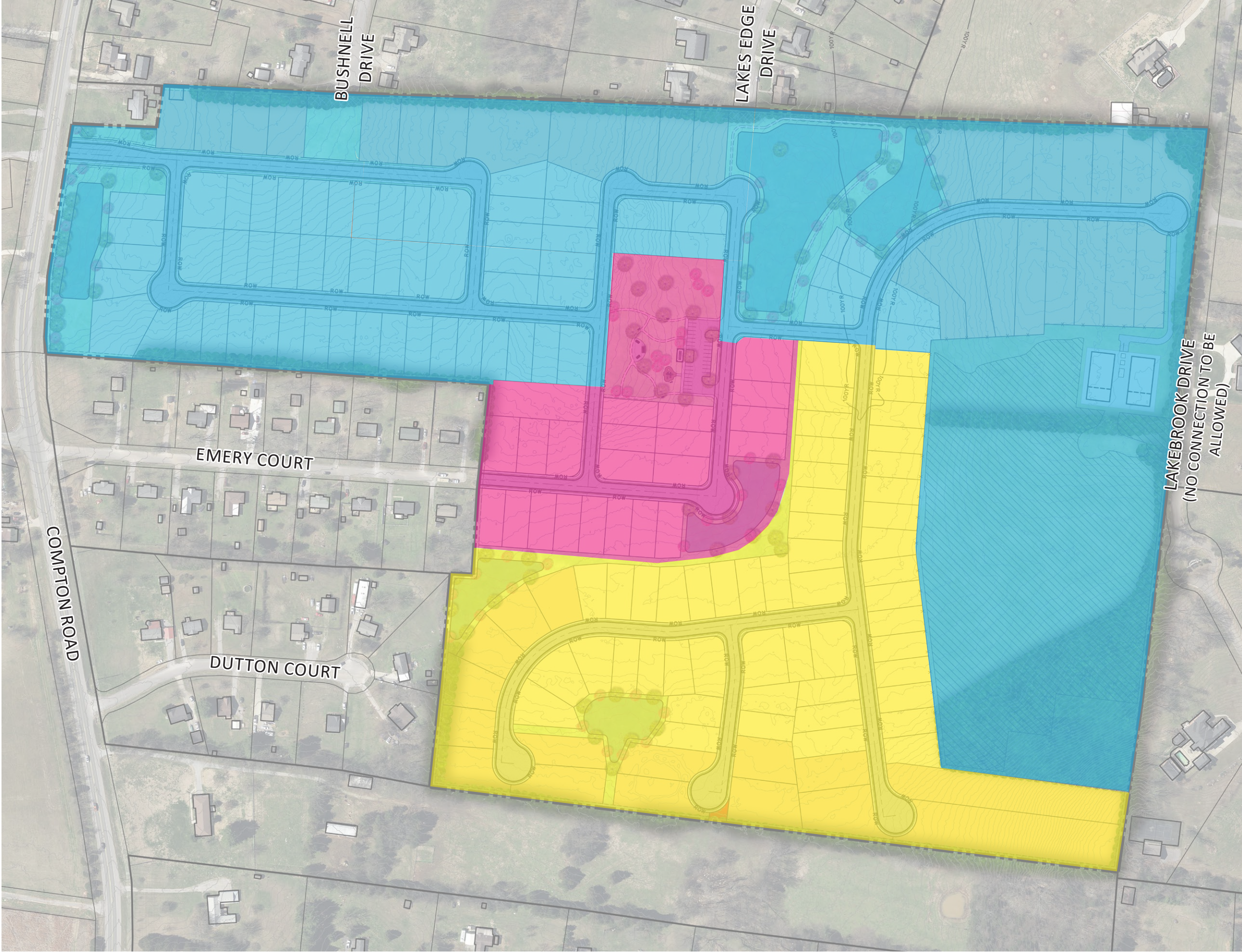
- Phase 1
- Phase 2
- Phase 3

Conceptual Phasing Plan

- The project is anticipated to be built in 3 phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 is anticipated to create 89 homes.
- Phase 1 will include the development signage and turn lanes at the entrance of Compton Road.
- Phase 2 will include the amenities and walking trails, which will be constructed and operational prior to the Phase 2 plat recording.
- All phases will be market driven and dependent upon the absorption of the units in the previous phase.
- The sidewalks within each phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along common area then the developer will construct those portions of the sidewalk with the construction of the that common area.
- Amenity/open spaces areas in the final section shall be constructed and completed prior to the recording of the final section's plat.



SEC Project #21296 Murfreesboro, Tennessee



Architectural Characteristics:

- All homes shall not exceed 35-feet in height
- All homes will be a mixture of 1-story and/or 2-story
- All homes will have at least 2 bedrooms
- All the homes will have eaves
- All homes will be located on individual lots of record
- All homes will have a 2-car front entry garages
- Front entry garage doors will be decorative
- Garage door color will match trim of the unit
- All homes will be comprised of alternating unit style and unit colors so no monotony occurs along the streetscape.
- A minimum 30” masonry watertable shall be required along all front elevations and transition to a minimum 18” along all sides and rear
- Special interest lots shall have all brick/stone materials on all exterior elevations

Building Materials:

Front Elevations:	Cement Board, Cement Board Shake, Stone Veneer, Brick (Mixture of at least 2)
Side Elevations:	Cement Board
Rear Elevations:	Cement Board



Example of Brick
(different colors will be allowed)



Example of Hardy Board Shake
(different colors will be allowed)



Example of Hardy Board
(different colors, cuts, patterns will be allowed)

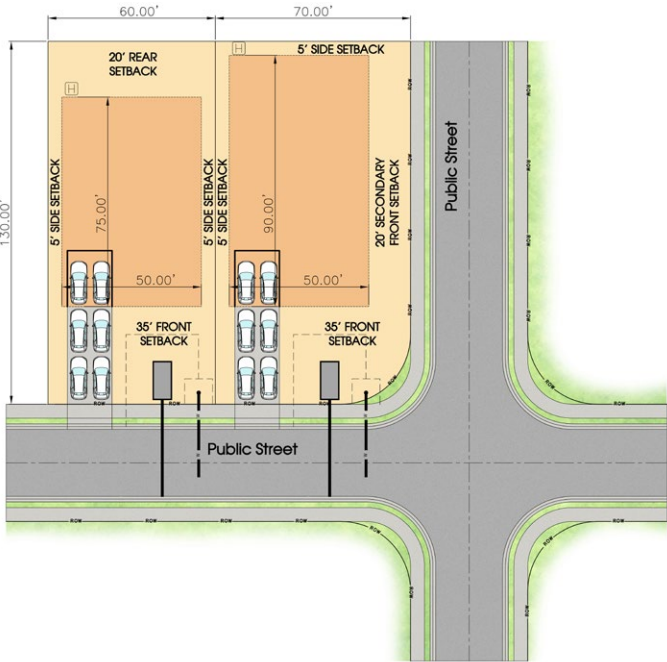


Example of Stone Veneer
(different colors, cuts, patterns will be allowed)



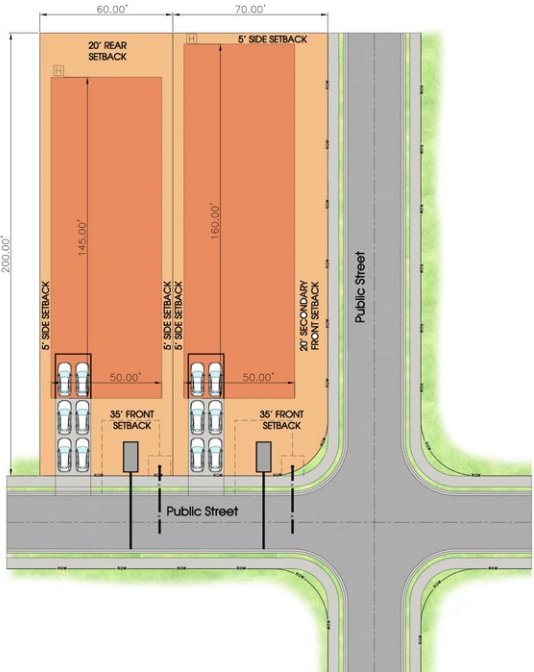
Example of Special Interest Lot
*All Elevations Will Use Brick and Stone

*For all elevations, vinyl only in trim and soffit areas.



7,000 sf Lot Setbacks:

Front to Garage:	35-feet
Front to Home or Extended Porch:	25-feet
Secondary Front:	20-feet
Side:	5-feet
Rear:	20-feet
Minimum Lot Width*:	60-feet



12,000 sf Lot Setbacks:

Front to Garage:	35-feet
Front to Home or Extended Porch:	25-feet
Secondary Front:	20-feet
Side:	5-feet
Rear:	20-feet
Minimum Lot Width*:	60-feet



12,000 sf Lot Setbacks:

Front to Garage:	35-feet
Front to Home or Extended Porch:	25-feet
Secondary Front:	20-feet
Side:	5-feet
Rear:	20-feet
Average Lot Width*:	85-feet

*Minimum lot width is to be measured at front setback line. Cul-de-sac lots must have a minimum 50-foot width at ROW.



Example of Rear Porch Option

*Rears of homes facing outward of the property will have enhanced rear elevations with covered stoop, covered porch, sun-room, or other enhancements as approved by the planning department. Such enhancements shall alternate between homes so that no two adjacent homes shall share the same enhancement unless approved otherwise.



CARY - TRADITIONAL (2,431 SF) FRONT



CARY - TRADITIONAL (2,431 SF) REAR



CARY - TRADITIONAL (2,431 SF) SIDE



CARY - TRADITIONAL (2,431 SF) SIDE

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



SELMA - ENGLISH COUNTY (2,605-2,741 SF) FRONT



SELMA - ENGLISH COUNTY (2,605-2,741 SF) REAR



SELMA - ENGLISH COUNTY (2,605-2,741 SF) SIDE



SELMA - ENGLISH COUNTY (2,605-2,741 SF) SIDE

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



HOLLY - ENGLISH COUNTRY (2,217-2,531 SF) FRONT



HOLLY - ENGLISH COUNTRY (2,217-2,531 SF) REAR



HOLLY - ENGLISH COUNTRY (2,217-2,531 SF) SIDE



HOLLY - ENGLISH COUNTRY (2,217-2,531 SF) SIDE

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

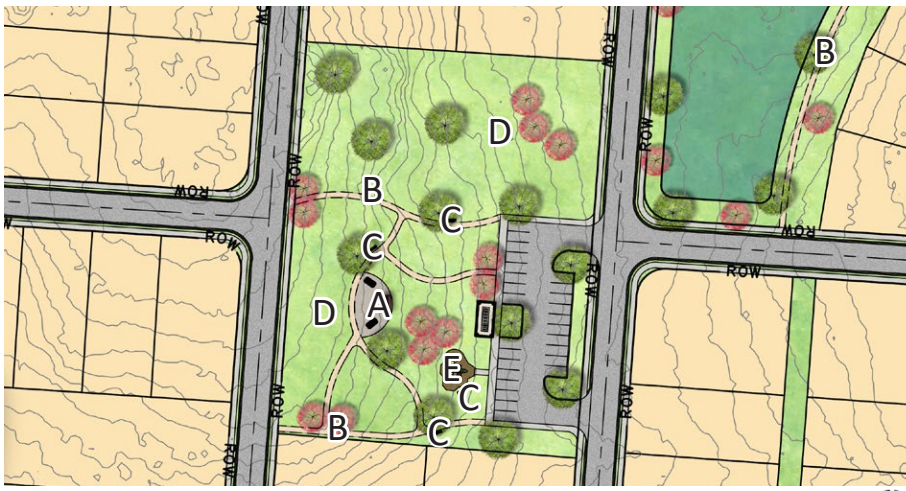


CLAYTON - FRENCH COUNTRY (1,871-2,524 SF) FRONT



CLAYTON - CRAFTSMAN (1,871-2,524 SF) FRONT

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



LOCATION MAP - AMENITIES

Not To Scale

- A Fire Pit/Picnic Area
- B Walking Trails
- C Trail Seating
- D Open Play Lawn
- E Playground

With this request, The Arbors at Compton will be dedicating over 20 acres (over 25% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the STEP System. Usable open space areas around the development will offer such amenities as; a fire pit/picnic area, paved walking trails, seating nodes, open play lawns, and a playground. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. Each amenity will be constructed with the phase it is designated in, after 50% of the homes are built out in each phase. The Compton Road entrance area will incorporate masonry signage and will be anchored with landscaping.



A - Example of Fire Pit/Picnic Area



B - Example of Paved Walking Trails



C - Example of Seating Nodes



E - Example of Playground



Example of 50-foot R.O.W. Cross Section

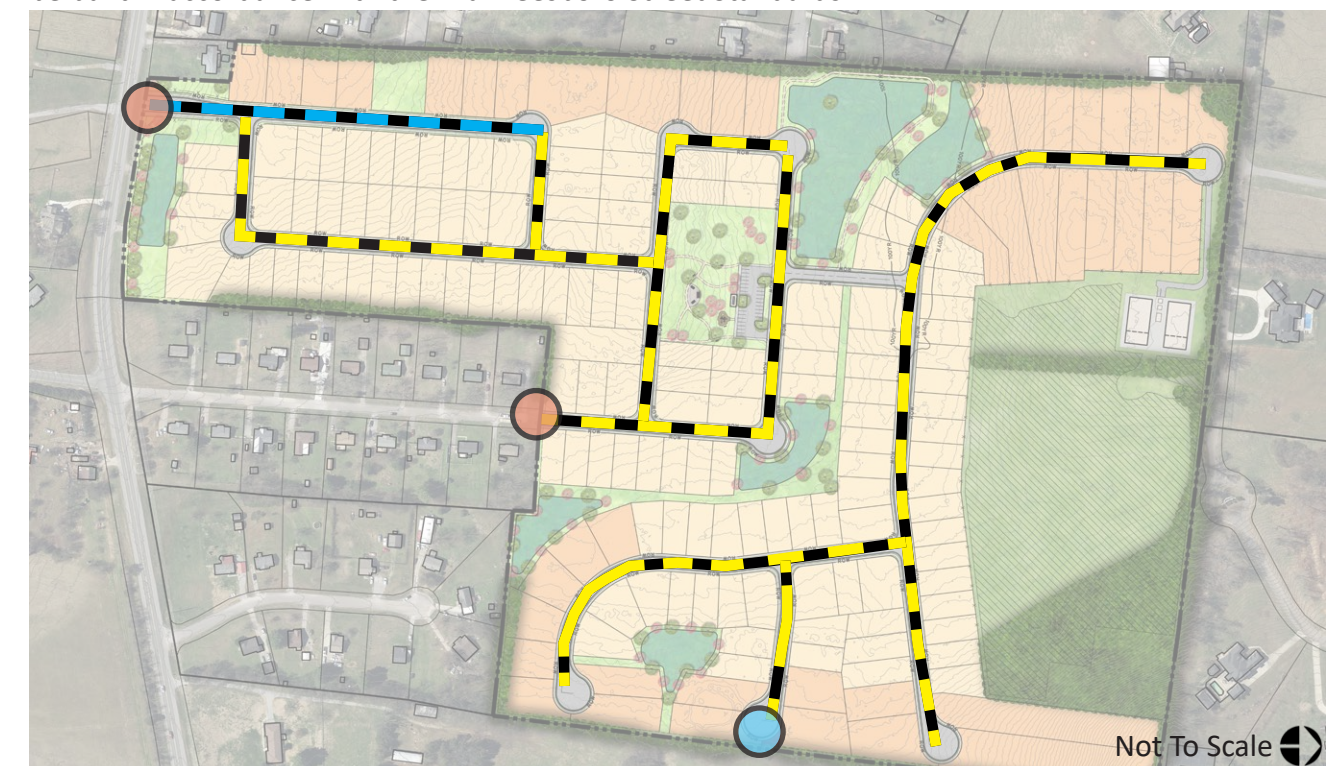
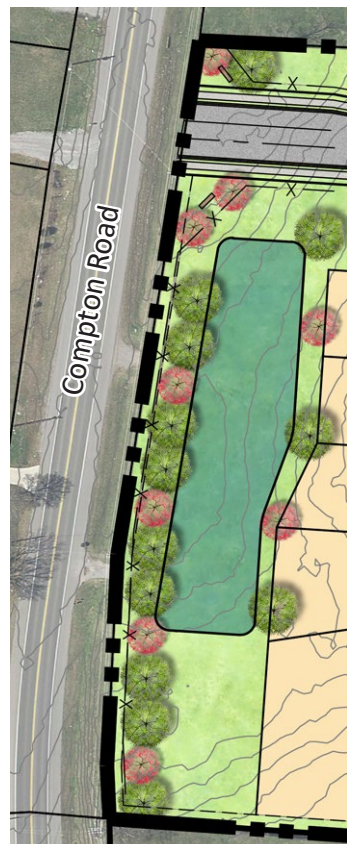


Example of 42-foot R.O.W. Cross Section

Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), Compton Road is the only roadway slated for improvement around this development. Compton Road is the major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section without curb & gutter or sidewalks, classified as a major arterial roadway. The road is slated to be expanded to a 5-lane roadway with curb & gutter and sidewalks.

As stated above, the primary means of ingress/egress from this site will be onto Compton Road. The entrance is proposed to incorporate three travel lanes for proper circulation into and out of the development onto Compton Road. There will be dedicated left and right lanes out of the neighborhood, as well as single lane for traffic entering the development. Left and right turn lanes will be built to connect to the development with the expansion of Compton Road. The master plan has included a secondary means of ingress/egress from the development to Emery Court. The existing stubs to the west of the property shall not be extended into the development. The illustration to the right shows the entrance onto Compton Road and the illustration below identifies all other points of ingress/egress to the development.

All streets within the development will be local city streets with either a typical 42-foot R.O.W. cross-section, or 50-foot R.O.W. cross section to match up to adjacent county roads where connected. These streets will be built in accordance with the Murfreesboro Street Standards.



- Proposed Connection to Existing Roadway
- Proposed Temporary Cul-De-Sac
- Proposed 42' R.O.W.
- Proposed 50' R.O.W.



Decorative
Type 'A'
Landscape
Buffer

Enhanced
Landscape
Strip



not to scale

LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

(A) Ulmus parvifolia 'Emer II' /
'Emer II' Alle Elm
(B) Zelkova serrata 'Green Vase' /
Sawleaf Zelkova
(C) Buxus x 'Green Mountain' /
Boxwood
(D) Prunus laurocerasus 'Otto
Luyken' / Luykens Laurel
(E) Lagerstroemia indica 'GAMAD
VI' / Berry Dazzle Crape Myrtle
(F) Miscanthus sinensis 'Adagio' /
Adagio Eulalia Grass
(G) Liriope spicata 'Silver Dragon' /
Creeping Lily Turf
(H) Setcreasea pallida 'Purple
Heart' / Purple Heart Setcreasea

(I) Iberis sempervirens 'Little
Gem' / Little Gem Candytuft
(J) Liriope muscari 'Variegata' /
Variegated Lily Turf
(K) Magnolia grandiflora 'D.D.
Blanchard' TM / Southern Mag-
nolia
(L) Thuja standishii x plicata
'Green Giant' / Green Giant
Arborvitae
(M) Cryptomeria Japonica 'Radi-
cans' / Japanese Cedar
(N) Viburnum x pragense / Prague
Viburnum
(O) Prunus laurocerasus 'Schip-
kaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES



(K)



(L)



(M)

LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS



(N)



(O)

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- Parking areas on common open space/amenity lots shall provide a minimum 8-ft of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- There will be a berm along Compton Road with a decorative Type 'A' Landscape Buffer to provide a separation between the roadway and the homes. Landscaping along the berm will be installed with Phase 1.
- Builder shall install 2.5" caliper front yard tree on each single-family detached lot.
- All above ground utilities and mechanical equipment will be screened with landscaping and/or fences.
- The primary and secondary front yards will incorporate at least a 3-ft wide foundation planting bed at the base of the homes.
- Primary and secondary front yards shall be planted with sod, and all other areas of residential lots will be planted with seed and straw.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- All landscaping in open space to be owned and maintained by the HOA.

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1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits provided on Pages 4-9 provide the requested information.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits provided on Pages 4-11 provide the requested information.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits provided on Pages 4-11 provide the requested information.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: Pages 12-13 lists standards and exhibits showing the concept plan and development standards which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: Pages 12-13 lists standards and exhibits showing the concept plan and development standards which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	3,408,671 s.f.
TOTAL MAXIMUM FLOOR AREA	485,157 s.f.
TOTAL LOT AREA	1,897,813 s.f.
TOTAL BUILDING COVERAGE	424,800 s.f.
TOTAL DRIVE/ PARKING AREA	263,708 s.f.
TOTAL RIGHT-OF-WAY	424,449 s.f.
TOTAL LIVABLE SPACE	3,144,963 s.f.
TOTAL OPEN SPACE	487,084 s.f.
FLOOR AREA RATIO (F.A.R.)	0.14
LIVABILITY SPACE RATIO (L.S.R.)	0.80
OPEN SPACE RATIO (O.S.R.)	0.88

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned PRD with 207 single-family dwelling units. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in three phases. Phasing information is described on Page 14.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Pages 13 & 22.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions from the comparative RS-6 zone district with this PRD. In addition to the below exceptions, the applicant is requesting an exception to Section 5.7.3.iv of the City of Murfreesboro Subdivision Regulations to allow Bushnell Drive and Lakes Edge Drive to not have a cul-de-sac or connection.

SETBACKS	EXISTING PRD	PRD	DIFFERENCE
Front Setback	35.0'	35.0'	0.0'
Side Setback	10.0'	5.0'	-5.0'
Rear Setback	25.0'	20.0'	-5.0'
Minimum Lot Size	10,000	7,000	-3,000
Minimum Lot Width	80.0'	60.0'	-20.0'

SETBACKS	RS-6	PRD	DIFFERENCE
Front Setback	35.0'	35.0'	0.0'
Side Setback	5.0'	5.0'	0.0'
Rear Setback	20.0'	20.0'	0.0'
Minimum Lot Size	6,000 SF	7,000 SF	+1,000 SF
Minimum Lot Width	50.0'	60.0'	+10.0'

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panels 47149C0161H eff. 1/4/2007, 47149C0162H eff. 1/4/2007, 47149C0163H eff. 1/4/2007, and 47149C0164H eff. 1/4/2007. This development will comply with the City of Murfreesboro Floodplain Regulations.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Transportation Plan as adopted and as it may be amended from time to time.

Response: Pages 5 & 21 discusses the Major Transportation Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Middle Tennessee Developers LLC contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 15-19 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 13 and a description is on Page 4.

ORDINANCE 21-OZ-46 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 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road from Planned Residential Development (PRD) District to Single-Family Residential Fifteen (RS-15) District, as indicated on the attached map, Middle TN Developers, LLC, applicant [2021-429].

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 Residential Development (PRD) District, as indicated on the attached map, for the purpose of replacing the existing approved PRD zoning plan with the proposed PRD zoning plan. The proposed PRD zoning plan will allow the development and construction of 177 single-family detached homes, rather than the 207 previously approved. In addition, the proposed plan includes a roadway connection to the existing Emery Court street stub.

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 _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

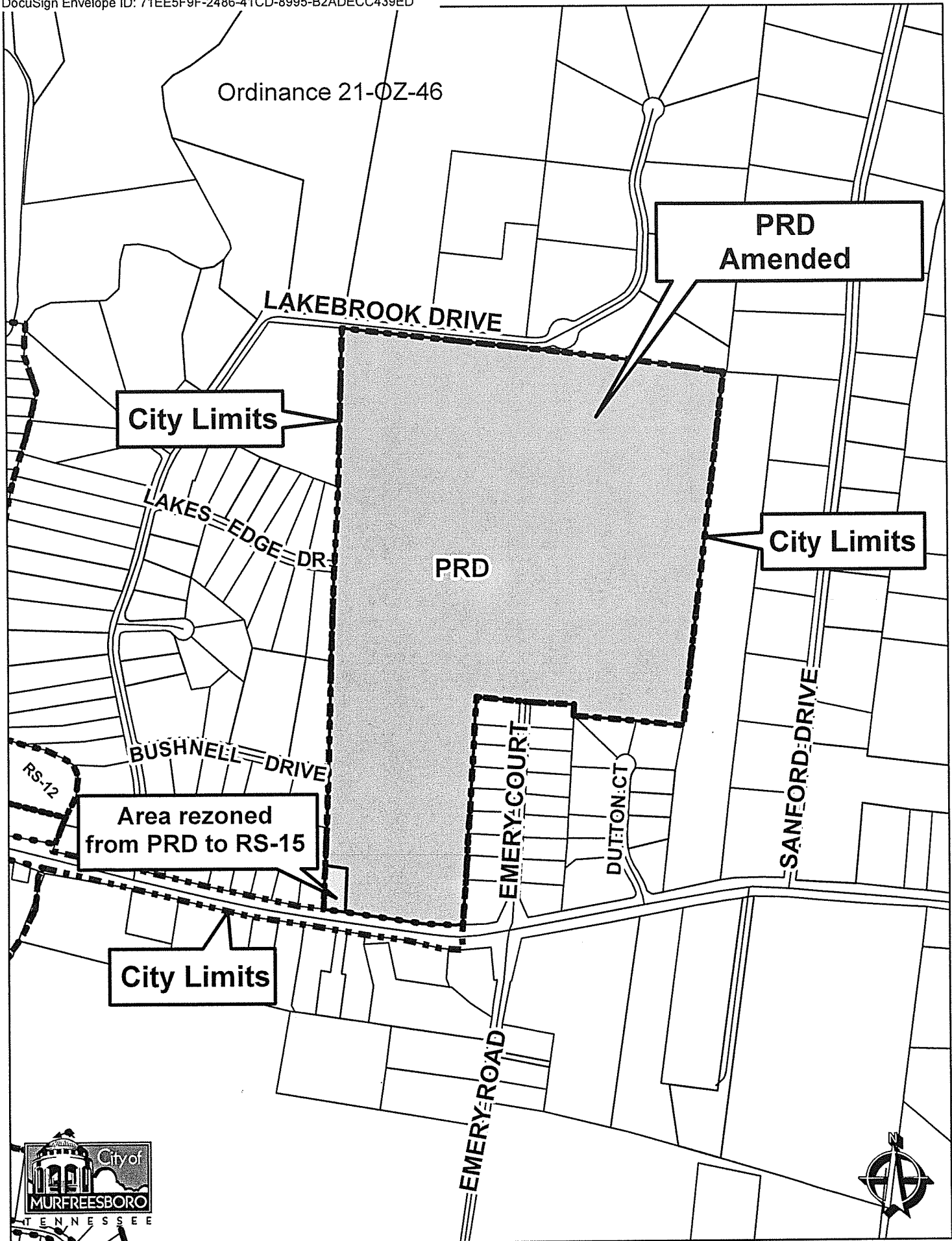
APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: FY22 City Schools Budget Amendment #5

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Amendment # 5 to the FY22 City Schools Federal Projects fund to increase previously approved budgets and to budget a new federal grant award.

Staff Recommendation

Approve Resolution 22-R-01 amending the FY22 City Schools federal budgets as presented.

Background Information

On January 25, 2022, the MCS Board approved the following amendments in the School Federal Projects fund:

- Budget the new two-year Early Literacy Networks federal grant for \$80,000 to support MCS' implementation of the Sounds First curriculum in Pre-K – 2nd grades.
- Budget an additional \$28,000 in the Literacy Training Stipend federal grant to pay training stipends to eligible Pre-K – 2nd grade teachers to implement the Sounds First curriculum. The original grant of \$100,000 was approved in June 2021.
- Budget an additional \$5,533 in the ARP Homeless 2.0 federal grant to provide social supports to students during the summer months. The original award of \$89,885 was approved in October, 2021.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

These funds will be budgeted in the School Federal Projects fund to address increases to previously approved budgets and to budget new grant awards. There is no change

to fund balance in the School Federal Projects funds.

Attachments

1. Resolution 22-R-01
2. MCS Budget Amendments

RESOLUTION 22-R-01 amending the 2021-2022 Murfreesboro City Schools Budget (5th Amendment).

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

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

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

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

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

Adam F. Tucker
City Attorney

Schools Federal Projects Fund

Resolution No.

22-R-01

Fiscal Year 2021-2022	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Description			
<u>Revenues</u>			
Federal - Early Literacy Networks grant	\$ -	80,000	80,000
Federal - Literacy Training Stipend grant	\$ 100,000	128,000	28,000
Federal - ARP Homeless 2.0 grant	\$ 89,885	95,418	5,533
Total Increase in Federal Revenues		\$ 303,418	\$ 113,533
<u>Expenditures</u>			
Instruction Program - Other Contract Services	\$ -	80,000	80,000
Regular Instruction - Other Salaries	\$ 100,000	128,000	28,000
Other Student Support - Social Workers	\$ 8,500	13,100	4,600
Other Student Support - Social Security	\$ 540	825	285
Other Student Support - Retirement	\$ 1,035	1,595	560
Other Student Support - Medicare	\$ 125	213	88
Total Increase in Federal Expenditures		\$ 303,418	\$ 113,533
CHANGE IN FUND BALANCE (CASH)		\$ -	

MCS was recently awarded one new federal grant along with increases to two existing federal grants. This amendment budgets the new revenues and expenditures in allowable line items. These costs are reasonable and necessary to meet grant requirements.

The new two-year *Early Literacy Networks* federal grant of \$80,000 will be used to contract with a state approved vendor to support MCS' implementation of the Sounds First curriculum in Pre-K - 2nd grades.

MCS was awarded an additional \$28,000 in the *Literacy Training Stipend* grant to pay a training stipend to eligible Pre-K - 2nd grade teachers to implement the Sounds First curriculum. The original grant of \$100,000 was approved by both the Board and City Council in June, 2021.

The additional \$5,533 allocation in the *ARP Homeless 2.0* grant will be used to provide additional social supports to students. The original award of \$89,885 was approved by the Board and City Council in October, 2021.

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on April 7, 2022.

Background Information

During its regular meeting on February 2, 2022, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

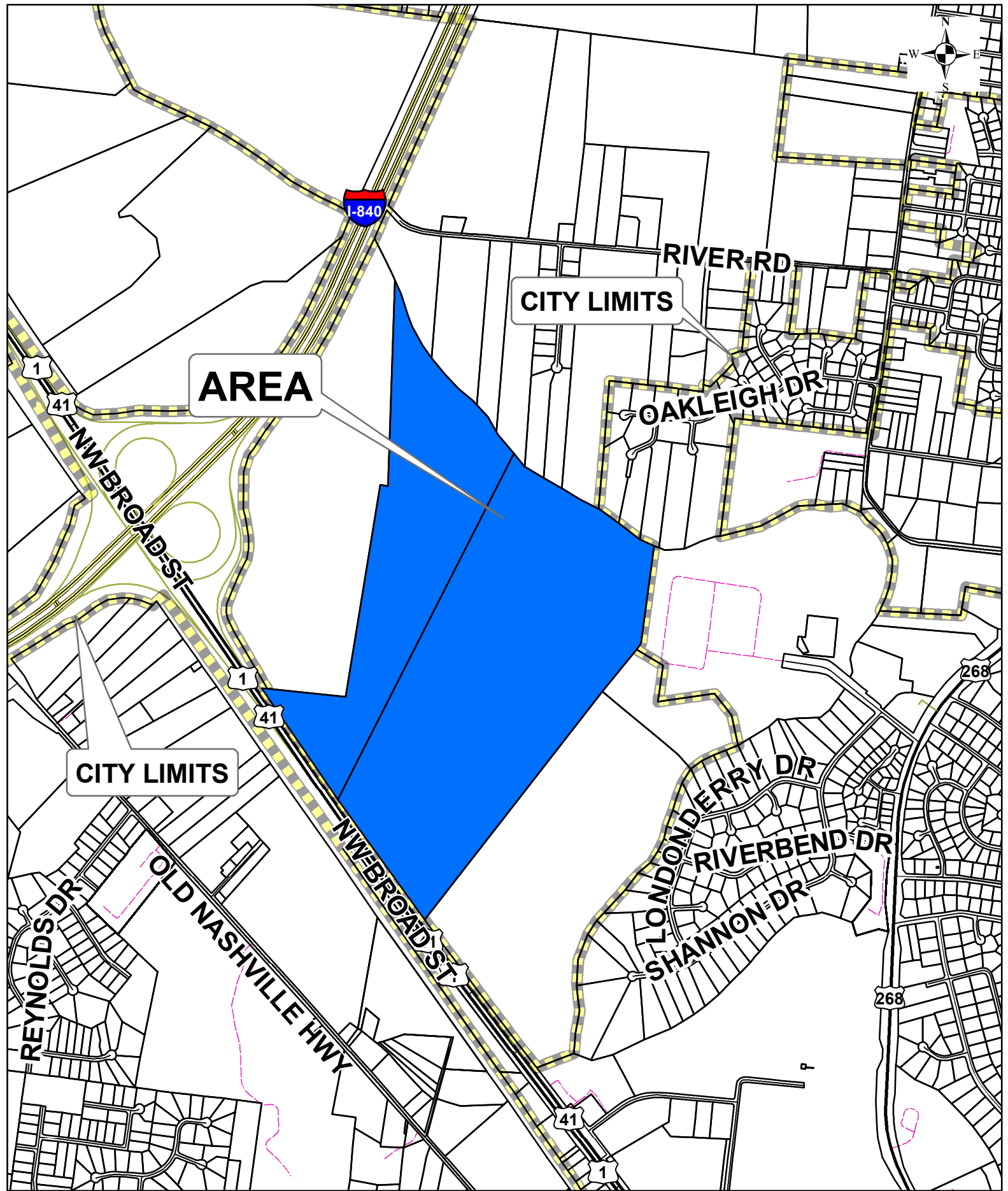
- a. Annexation petition and plan of services [2021-516] for approximately 258.8 acres located along Northwest Broad Street, Hord Family applicant.
- b. Zoning application [2021-433] for approximately 258.8 acres located along Northwest Broad Street to be zoned CH and GDO-1 simultaneous with annexation, SEC, Inc. on behalf of Legacy Sports Tennessee applicant.

Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

1. Map for annexation petition for approx. 258.8 acres located along Northwest Broad Street
2. Map for zoning application for approx. 258.8 acres located along Northwest Broad Street

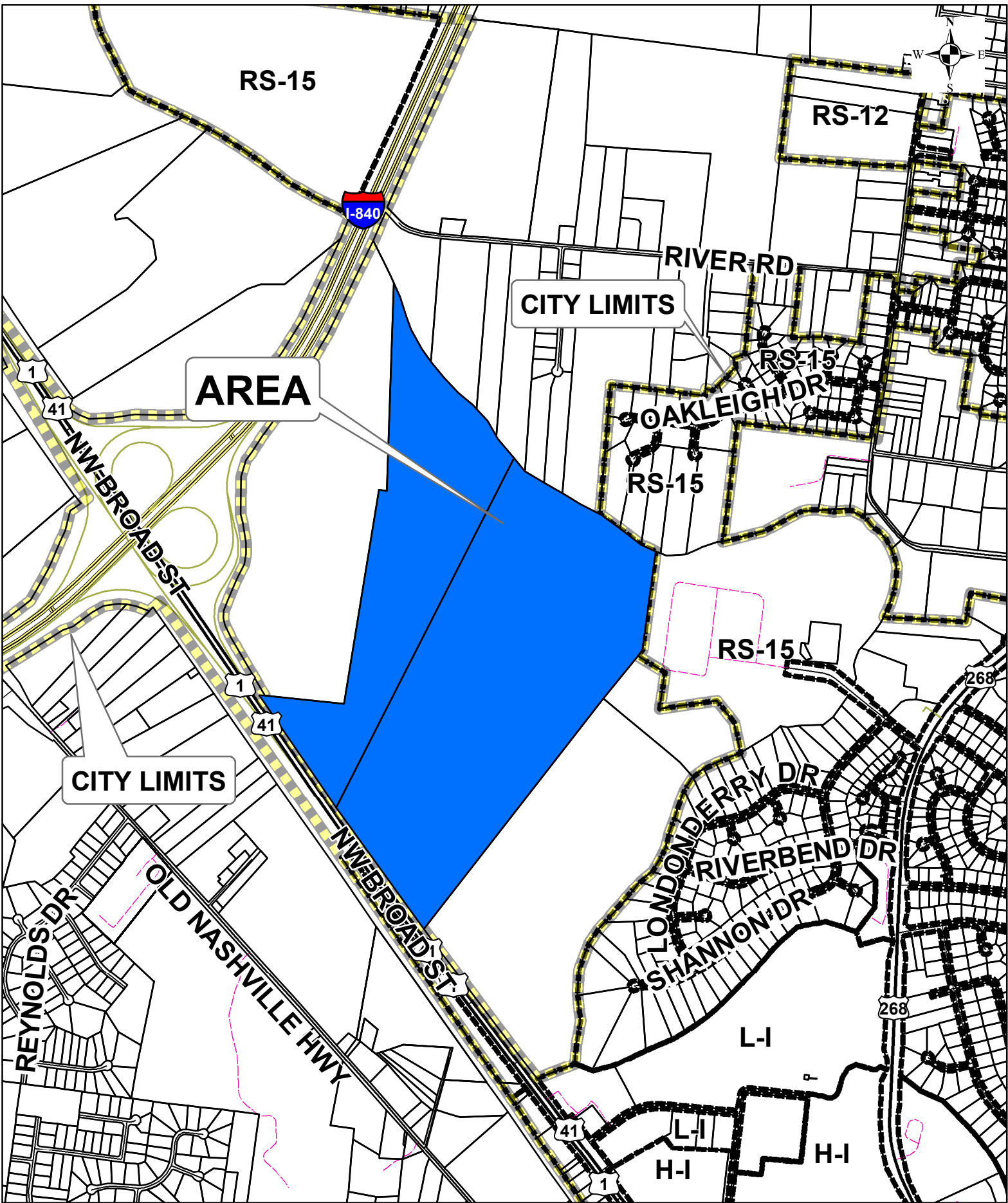


Annexation Request for Property located along Northwest Broad Street

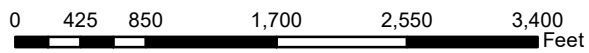
0 425 850 1,700 2,550 3,400
Feet

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





**Zoning Request for Property located along Northwest Broad Street
CH and GDO-1 Simultaneous with Annexation**



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

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Road Development Agreement for Cherry Lane STI-8 Phase 1

Department: Administration

Presented by: Sam A. Huddleston

Requested Council Action:

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

Summary

Road Development Agreement for Cherry Lane Short Term Improvement (STI) 8 Phase 1 from the 2040 Major Transportation Plan through Masonbrooke Subdivision.

Staff Recommendation

Approve Road Development Agreement with Alcorn Properties pending Legal Department approval.

Background Information

The 2040 Major Transportation Plan includes a proposed 5-lane arterial route, identified as STI-8, which is an extension of Cherry Lane westward from NW Broad Street near I-840 to Florence Road. Cherry Lane STI-8 connects to NW Broad at a proposed bridge to cross NW Broad Street, CSX, and Overall Creek. It crosses the planned Masonbrooke Subdivision, an approximate 20-acre parcel east of Florence Road which is under development by Alcorn Properties. Masonbrooke is a single family detached development with commercial frontage lots on Florence Road. While Cherry Lane STI-8 terminates at Florence Road, the Mid Term Improvement 11 continues it northward and westward to a proposed interchange or bridge over I-24.

Consistent with the City's development policies, Alcorn Properties has accommodated Cherry Lane STI-8 Phase 1 through the Masonbrooke development. The proposed Road Development Agreement supports development of Cherry Lane STI-8 Phase 1 and benefits to the community by completing projects identified on the Major Transportation Plan.

Alcorn Properties is required to construct a 5-lane section from Florence Road through the commercial section and a 2-lane section including sidewalk and multi-use path to the east line of the development tract for approximately 1750 feet of new roadway. The 5-lane roadway and 100-foot ROW is more than required for a typical residential development; therefore, the City will purchase ROW, provide for the surveying and design of the roadway, and install the final asphalt surface on the roadway constructed by Alcorn Properties. The Agreement also contemplates the City will complete Cherry Lane through the development and to a reasonable termination

point at a future date as traffic and transportation needs increase in the area.

The private participation in STI-8 Phase 1 is approximately \$1,400,000. The future construction costs to complete Cherry Land STI-8 through Masonbrooke is estimated to be \$1,300,000 with the source of funding from reallocated FY21 bond proceeds.

Council Priorities Served

Responsible budgeting

The Agreement provides for a public-private partnership to fund and construct a new roadway on the Major Transportation Plan.

Improve economic development

Roadways on the Major Transportation Plan promote access and improve traffic management from areas of significant economic benefit.

Expand infrastructure

Construction a portion of STI-8, a proposed 5-lane arterial roadway, is a needed roadway segment from the Major Transportation Plan

Fiscal Impact

The expenditure, \$360,000, is funded by reallocated FY21 bond proceeds.

Attachments

Masonbrooke Development Agreement

ROAD DEVELOPMENT AND CONSTRUCTION AGREEMENT

This Road Development and Construction Agreement (“Agreement”) is between the City of Murfreesboro, Tennessee, a municipal corporation in Rutherford County, Tennessee (the “City”) and Alcorn Properties, LLC, a Tennessee limited liability company doing business in Murfreesboro, Tennessee (“Developer”).

WHEREAS, the parties mutually make and acknowledge the following Recitals:

- A. The City 2040 Major Transportation Plan (MTP), adopted by the City’s Planning Commission and ratified by the City Council, provides for Short Term Improvement (STI) 8 as a 5-lane roadway with 100 feet of right-of-way (RoW) from Florence Road eastward to NW Broad Street to a proposed grade separated interchange, with a 5-foot sidewalk and 4-foot grass strip and a 10-foot multiuse path with a 6-foot grass strip included in the roadway elements;
- B. Construction of STI-8 or a portion thereof provides benefits to the citizens of Murfreesboro, the motoring public, and the overall transportation system in the City by meeting an identified need for the City’s transportation system;
- C. The City’s land development requirements, policies and procedures, and transportation and traffic policies require that development tracts impacted by the 2040 MTP plan for and participate in the construction of the proposed roadway, and that these requirements, policies, and procedures promote street connectivity between potential development tracts as well as require that development master plans investigate and provide for MTP roadways and street connectivity between potential development tracts;
- D. Developer has a development interest in that certain property located at 3616 Florence Road and desires to develop a single-family residential subdivision to be known as Masonbrooke, which is impacted by STI-8;
- E. Developer has prepared a Concept Plan for Masonbrooke which accommodates STI-8;
- F. Masonbrooke, as a single-family residential development with local streets, is required to provide 2- or 3-lane roadways with 42 or 50 feet of RoW;
- G. The property requires annexation into the City and an initial zoning designation that will permit single-family residential development;
- H. The City and Developer desire a quality development; and

- I. The City and Developer desire the timely completion of a portion of STI-8, specifically being STI-8 Phase 1.

NOW THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, including but not limited to the benefits to be received by each party from the performance of this Agreement, the City and Developer agree as follows:

1. The above Recitals are hereby incorporated into and made a part of this Agreement, each and every Recital being an essential element of the mutual understanding of the parties.
2. The City will hire, at its expense and in its discretion, an appropriate engineer to survey and design STI-8 Phase 1 generally as shown in Exhibit A, including integral roadway and cross drainage within Masonbrooke and a preliminary design of STI-8 to Old Nashville Highway. The City will complete, or cause to be completed, the design for the full roadway anticipated for STI-8 and a phased construction plan for STI-8 Phase 1 to be constructed by the Developer.
3. The City will enter into a separate agreement to purchase the RoW for STI-8 Phase 1 from the Developer within 30 days of approval of the final RoW by the City Engineer at the per square foot rate of the Developer's purchase price. Closing of the purchase shall be at a time and place mutually agreed upon by the parties.
4. Developer will grant the additional portion of easements determined by the City to be necessary to accommodate the construction of STI-8 Phase 1 concurrent with the RoW purchase by the City.
5. The City shall prepare the legal description and documentation for the RoW purchase for STI-8 Phase 1 and related easements and record the executed documents at the City's expense.
6. Prior to the permitting or commencement of any work contemplated by this Agreement, Developer shall provide surety for the estimated cost of Developer's roadway and drainage work for STI-8 Phase 1 as detailed in this Agreement to ensure proper completion in a form and amount satisfactory to the City. This surety is separate

from any surety required by the City from Developer as a part of the subdivision process and final plat for Masonbrooke. This surety may be reduced by to 25% of the estimated construction cost of STI-8 Phase 1 upon acceptance of Developer's work by the City Engineer. The remaining 25% surety balance shall remain in effect for a period of 3 years following acceptance by the City Engineer as a maintenance and warranty surety. Following this 3-year period and upon final acceptance of Developer's work by the City Engineer, including any identified maintenance and warranty repairs, the surety shall be released by the City and Developer's construction obligations under this Agreement shall be complete.

7. Developer shall construct a 5-lane curb and gutter roadway, a 5-foot sidewalk with 4-foot grass strip, and a 10-foot multiuse path with a 6-foot grass strip from Florence Road through the eastmost curb line of the alley intersecting at STA 3+50 (approximately 350-feet).
8. Developer shall construct a 24-foot roadway striped for 2, 11-foot travel lanes and 2, 1-foot paved shoulders from approximately STA 3+75 through the extent of STI-8 Phase 1 at approximately STA 17+40 (approximately 1365 feet).
9. Developer shall construct a 10-foot concrete multiuse path and a 5-foot concrete sidewalk beginning at approximately STA 3 + 75 through the extent of STI-8 Phase 1 at approximately STA 17+40 (approximately 1365 feet) at the plan locations. Developer shall install necessary temporary access, drainage, utility, and other temporary accommodations for a functioning system with STI-8 Phase 1 without additional work by the City. The multiuse path and sidewalk shall be installed prior to occupancy of the homes adjacent to the proposed facilities.
10. Developer shall accommodate construction of a full depth pavement of 10/3/3/2/1.5 in all roadway and shoulder areas constructed by the Developer for STI-8 Phase 1, including side road tie ins, with the exception of the final surface course of pavement.
11. The City will provide the final surface course of pavement at a future date to be determined by the City, in the City's sole discretion, for the portion of STI-8 Phase 1 constructed by the Developer. The parties understand and agree that the City's

acceptance of Developer's work on the portion of STI-8 Phase 1 is subject to said final surface course of pavement; however, nothing herein shall in any way alter or waive any of Developer's warranty obligations or other liability for the portion of the work completed by Developer.

12. The City will complete construction of STI-8 Phase 1 portions not completed by the Developer at a future date to be determined by the City in the City's sole discretion.
13. Developer shall provide appropriate temporary and/or permanent roadway, pedestrian, and utility connections between side roads and alleys connecting to STI-8 Phase 1 including appropriate travel lanes and pedestrian facilities which must be ADA compliant.
14. Developer shall construct permanent and/or temporary drainage facilities necessary to accommodate drainage integral to STI-8 Phase 1 and any incidental cross drainage to permanent drainage facilities to be constructed within Masonbrooke.
15. Developer shall hire an engineer to survey and design all remaining subdivision elements for Masonbrooke as well as any utilities including water, sewer, gas, electric, and communication required in the RoW and roadway of STI-8 Phase 1. Plans must be approved by the City Engineer and appropriate utility providers prior to commencing construction.
16. Developer shall obtain any and all necessary local and state and federal permits including Land Disturbance Permit and Construction General Permit for Stormwater prior to commencement of construction. Any further obligation of the City hereunder is made specifically contingent upon the performance of this provision prior to construction.
17. All crossings of STI-8 Phase 1 for electrical service and all electrical infrastructure in Masonbrooke shall be underground. In all other respects, electrical service and infrastructure shall comply with the requirements and specifications of Middle Tennessee Electric Membership Corporation.
18. Prior to the recording of any final plat of any development that connects to the STI-8 Phase 1, Developer shall ensure and certify to the City that STI-8 Phase 1 is substantially

complete and ready to receive traffic. Within 30 days of the execution of this Agreement, Developer shall record land use restrictions and development standards in a form acceptable to the City Attorney that include the information itemized as provided in Exhibit B. These restrictions shall run with the land and shall not be modified without approval of the Murfreesboro City Council and a majority of owners in the Masonbrooke subdivision, including (without limitation) the commercial lot owners. The City of Murfreesboro shall be listed as a beneficiary of the land use restrictions.

19. All notices and communications regarding the project shall be delivered as follows:

If to the City: Gary Whitaker, Assistant City Manager
111 W. Vine Street, Murfreesboro TN 37130
Email: gwhitaker@murfreesborotn.gov

With a copy to: David A. Ives, Deputy City Attorney
111 W. Vine Street, Murfreesboro TN 37130
Email: dives@murfreesborotn.gov

If to Developer:

With a copy to:

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

21. 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 is liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

22. 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.
23. The provisions of this Agreement inure to the benefit of and is binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of Developer hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer will not release Developer from its obligations hereunder.
24. In the event of a dispute, the parties agree to negotiate in good faith to attempt to resolve the matter. In the event of litigation, the laws of the State of Tennessee shall apply, and venue shall be in the Courts of Rutherford County, Tennessee. In such event, the substantially prevailing party shall be entitled to recover, in addition to any other monetary or equitable recovery, its reasonable attorney fees.
25. 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.
26. **This Agreement shall not be effective as to the City unless and until it is expressly approved by the Murfreesboro City Counsel.**

CITY OF MURFREESBORO

ALCORN PROPERTIES, LLC

By _____

Shane McFarland, Mayor

Date _____

By _____

Name _____

Its _____

Date _____

ATTEST:

Jennifer Brown, City Recorder

APPROVED AS TO FORM:

Adam Tucker, City Attorney

Approved by Murfreesboro City Council: _____, 2021

EXHIBIT A

STI-8 Phase 1 Depiction

EXHIBIT B

LAND USE RESTRICTIONS AND DEVELOPMENT STANDARDS

- The minimum home size will be 1,800 square feet of living area exclusive of porches, breezeways, or garages.
- All homes will have 2 car garages.
- All front entry garages will be setback a minimum of 35' from public R.O.W. and alley loaded garages will be setback 35' from the back of curb of the alley.
- Each single-family lot will provide at least 4 off-street parking spaces exclusive of garage spaces.
- Each lot will have concrete driveways wide enough for 2 vehicles to park side by side or 16' minimum.
- Builders shall install sod in front yards, as well as landscaping along the front foundation.
- Building elevations will consist of a mixture of brick, stone, or fiber cement siding, with fiber cement siding being the predominant exterior building material.
- Soffits and fascia may be aluminum and or vinyl.
- Min 3 foot brick or stone water table around all 4 side of the dwellings.
- Decorative carriage style garage doors.
- Vinyl will not be a permitted exterior building material, except for trim, soffits, and/or fascia.
- All residential building elevations and materials shall be approved by the developer or HOA Architectural Review Committee (ARC).
- Sidewalks will be provided on both sides of public streets.
- All on site utilities will be underground.
- The common open spaces will be maintained by the HOA.
- All homeowners will be required to be members of the HOA.
- The HOA will be managed by an independent 3rd party management company.
- Home roof pitches shall be at least 8" rise per 12" run.

- Roof material will be asphalt composite shingles, with metal roofing permitted as an accent material.

COMMERCIAL FRINGE DEVELOPMENT STANDARDS

- Design guidelines to be to city standards.
- Remove “beer, packaged” from permitted uses.
- Remove “liquor store” from permitted uses.
- Remove “financial service, including check advance and payday loan services”.
- Existing house to be removed before lot is used for commercial purposes.

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Cherry Lane STI-8 Phase 1 Professional Services Agreement

Department: Engineering

Presented by: Michele Emerson, City Engineer

Requested Council Action:

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

Summary

Professional Services Agreement with Civil Infrastructure Associates, LLC.

Staff Recommendation

Staff recommends approval of the design contract with Civil Infrastructure Associates, LLC. in the amount of \$110,084.

Background Information

A proposal was submitted from Civil Infrastructure Associates for a preliminary and final design for the roadway construction of Cherry Lane STI-8 Phase 1 from Florence Road extending approximately 1,750 feet to the east. The proposed roadway will be a 5-lane curb and gutter section with sidewalks on both sides. This design is associated with the proposed Masonbrooke development which coincides with the future alignment of Cherry Lane as outlined in the 2040 Major Transportation Plan. A map of the proposed roadway is attached for your review.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The primary funding source for the project will come from reallocated 2021 bond proceeds.

Attachments

1. Professional Services Agreement from Civil Infrastructure Associates, LLC.
2. Map of proposed roadway.



307 Hickerson Drive
 Murfreesboro, TN 37129
 tel 615.663.7678
 www.cia-engineers.com

June 25, 2021

Chris Griffith
 Executive Director of Public Works
 City of Murfreesboro
 111 W. Vine Street
 Murfreesboro TN, 37130

**RE: Professional Services Agreement
 Cherry Lane West Roadway Design – Masonbrooke Section**

Dear Mr. Griffith:

Civil Infrastructure Associates (CIA) is pleased to offer the following Professional Services Agreement for professional engineering and surveying services required for the Cherry Lane West Roadway Design between Florence Road and Old Nashville Highway in the City of Murfreesboro, TN. This work will be conducted in coordination with the development of the Masonbrooke property (Tax Map 071, Parcel 15.00).

The total amount for these additional services is **\$110,084.00**, which has been broken down in the table below.

Summary of Proposed Fees	
Task/Phase	Amount
Boundary and Topo Survey Masonbrooke PUD (Tax Map 071, Parcel 15.00)	Developer Responsibility <i>Bb</i>
Boundary and Topo Survey - Cherry Lane East of Masonbrooke Property to Old Nashville Highway	\$ 16,334.00
Preliminary Cherry Lane Roadway Design (5-lane Arterial Roadway Design, Florence Rd. to Old Nashville Hwy)	\$ 24,710.00
Geotechnical Investigation	\$ 9,000.00
Final Cherry Lane Roadway Design (5-lane Design and 2-lane Design, Florence Rd. through Masonbrooke Property)	\$ 37,105.00
Electrical Design for Roadway (as per Gateway Standards)	\$ 8,500.00
Permit Fees (allowance)	\$ 1,000.00
Bid Phase	\$ 2,255.00
Construction Phase	\$ 11,180.00
Additional Services, if needed (amounts not included in total given above)	
Landscape Architecture Design	TBD (Est. \$8,000)
Environmental Documentation	TBD (Est. \$20,000)

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". If you would like to discuss this proposal further, feel free to call (931-581-0095) or email me (nmelson@cia-engineers.com).

Sincerely,

CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC

Nathan Melson, PE
Senior Civil Engineer / Project Manager

Linda Sullivan, PE
President

Attachments

**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 Civil Infrastructure Associates, LLC, (ENGINEER).

OWNER intends to secure professional services for the survey, preliminary and final design, right-of-way exhibit and descriptions and the development of contract documents for the Cherry Lane West Roadway Design between Florence Road and NW Broad Street in 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, structural, mechanical and electrical engineering and surveying services and customary architectural services incidental hereto.

1.2 Study and Report Phase

After written authorization to proceed, ENGINEER shall:

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.~~

~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining data or services from others of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

1.2A Environmental Assessment

1.2A.1 Modified Transaction Screen

A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.

1.2A.2 Phase I Archeological Survey

A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.

1.2A.3 Ecological Survey

An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.

1.2A.4 Wetland Delineation Study

A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.

1.2A.5 Geotechnical Survey

A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (~~which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute~~).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of

which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase

During the Construction Phase:

1.6.1 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 (2013 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 writing.

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 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.

~~1.6.2.2 ENGINEER will be OWNER's agent under OWNER's supervision.~~

1.6.2.3 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.

~~1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove 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.~~

1.6.4 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.

1.6.5 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.

1.6.6 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.

~~1.6.7 Inspections and Tests. As OWNER's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).~~

~~1.6.8 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.~~

1.6.9 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:

1.6.9.1 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).

1.6.9.2 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 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.

1.6.9.3 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.

~~1.6.10 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.~~

~~1.6.11 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 1.6.9.2.~~

1.6.12 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 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

~~During the Operational Phase, ENGINEER shall, when requested by OWNER:~~

~~1.7.2 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.3 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.4 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.5 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

1.7.6 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.

~~1.7.7 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.~~

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

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 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, structural, ~~mechanical and electrical~~ engineering ~~and customary architectural~~ 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 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

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 paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished.

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 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 property, boundary, easement, right-of-way, topographic, and utility surveys;

3.4.5 property descriptions;

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 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 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 ~~and the Resident Project Representative (and any assistants)~~ 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 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A, Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5 PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1A 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 **\$109,084.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost plus or incentive savings provisions for the Contractor's basic compensation, an~~

~~amount equal to % of the Construction Cost for such services.~~

~~5.1.1.2 Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be added to the aforementioned not to exceed amount. of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, % of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of ____ for services rendered by principals and employees assigned to resident Project representation.~~

~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

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 ~~Salary Costs times a factor of 2.75.~~

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. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

5.1.4.1 ~~For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

5.1.4.2 ~~For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.~~

5.1.4.3 ~~For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

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. ~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ 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.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

<u>Phase</u>	<u>Percentage</u>
Study and Report	NA
Preliminary Design	35%
Final Design	40%
Bidding or Negotiating	5%
Construction	20%
Operational	NA
	100%

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 ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the 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, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

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

5.4.1 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 1.

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 advice 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.

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.

6.2.2.5 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

7.5.1 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 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.

7.5.2 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 ~~three~~ (3) pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of ~~five~~ (5) pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of ~~three~~ (3) pages.

8.1.4 ~~Exhibit D, "Special Provisions," consisting of 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:

Principal Engineer	\$185.00/hour
Senior Project Manager	\$170.00/hour
Project Manager	\$150.00/hour
Senior Engineer	\$145.00/hour
Project Engineer	\$135.00/hour
Senior Designer	\$115.00/hour
Engineering EIT	\$120.00/hour
Design CADD Technician	\$100.00/hour
Drafting Technician	\$75.00/hour
Registered Surveyor	\$135.00/hour
Survey Technician	\$80.00/hour
3-Man Survey Crew	\$220.00/hour
2-Man Survey Crew	\$160.00/hour
1-Man Survey Crew	\$120.00/hour
Technical/Clerical Support	\$80.00/hour

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.

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

CIVIL INFRASTRUCTURE ASSOCIATES, 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:

 _____

Attorney for the City of Murfreesboro, Tennessee

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 Civil Infrastructure Associates, LLC (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. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1. An estimated cost for environmental documentation has been noted on the cover sheet of this proposal.
3. The Basic Services relating to **surveying** and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, benchmarks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Survey for Cherry Lane east of the Masonbrooke property would include topographic survey of about 1,700 LF of 200-ft wide corridor along agreed upon alignment of Cherry Lane and boundary and topographic survey of 2000 LF of Old Nashville Highway right-of-way with controls and benchmarks. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.
4. As part of the **Preliminary Design Phase**, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, preliminary profile, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

The Project will be designed in one phase. Phase 1 (Roadway and Bridge Improvements) is defined as Cherry Lane West, a 5-lane arterial roadway, from Florence Road through the Masonbrooke property (approx. 1750 LF) to Old Nashville Highway (additional 1600 LF) in Murfreesboro, TN. This project would include the design of roadway tie-ins to existing stub streets: Wilbur Street, Winterberry Street, and Morgan Taylor Drive, and preliminary intersection layout Florence Road, tie-in streets, and Old Nashville Highway.

Phase 1: The Preliminary Design Phase Services will be completed, and ENGINEER's documentation and opinion of costs submitted within 180 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the **Final Design Phase**, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER. These drawings will show the proposed horizontal alignment, proposed profile, right-of-way, property lines, and necessary storm drainage design for the roadway for the 5-lane ultimate buildout and initial 2-lane initial construction from Florence Road to the eastern property line of the Masonbrooke development (Tax Map 071, Parcel 15.00). The drawings will also include the proposed improvements to the existing storm drainage system along Florence Road that are affected by construction within the project area.

Phase 1: The Final Design Phase Services will be completed, and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

Develop legal descriptions, sketches, and any field staking related to the ROW acquisition.

Develop NOI and SWPPP and submit to State for approval.

6. Section 1.5, **Bidding or Negotiation Phase**, is modified as follows:

The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, 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.

8. Section 1.7, Operational Phase, is modified as follows:

Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

APPENDIX 1 TO EXHIBIT A

The following tasks are excluded, unless otherwise noted, 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. Offsite Road or Offsite Infrastructure Improvements.
- D. Utility Relocation, Extensions or Evaluations. Design of relocations could be provided as additional services.
- E. Flood Study (FEMA) or Drainage Study. The project area is outside the FEMA floodplain. Drainage design for this project will be limited to any new construction.
- F. Initial review of the project area indicates that there are no streams or wetlands in the project area. CIA staff will make a site visit to confirm conditions during the preliminary phase of work.
- G. Public Meetings or Hearings. No public meetings or hearings are expected. Project meetings with City staff are included.
- H. Construction Layout / Staking. Survey control for the Contractor or requested survey during construction may be provided as additional services.
- I. Construction Administration / Inspection

EXHIBIT B
BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 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.

APPENDIX 1 TO EXHIBIT B**CIVIL ENGINEERING AND LAND SURVEYING
HOURLY RATE SCHEDULE**

Principal	\$185.00
Project Manager.....	\$150.00
Project Engineer	\$135.00
Junior Engineer.....	\$120.00
Designer/Field Technician	\$100.00
Survey Crew – 3-Man	\$220.00
Survey Crew – 2-Man	\$160.00
Survey Crew – 1-Man Robotic or RTK (GPS) Survey Crew.....	\$120.00
Land Surveyor/Manager (PE/RLS).....	\$135.00
Survey Crew Chief	\$100.00
Survey Technician	\$80.00
Administrative Professional	\$80.00

EXHIBIT C

DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURES

1. Disputes

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.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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 not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

- 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 not be 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 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 exercise 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.



SITE INFORMATION:

PROJECT NAME:
ADDRESS:
PARCEL NO.:
TAX MAP:
CURRENT ZONING:
PROPOSED ZONING:

MASONBROOKE SUBDIVISION P.U.D.
3616 FLORENCE ROAD
MURFREESBORO, TN
15
71
RM (COUNTY)
RS-6 / CF

PROPOSED USE:
COMMERCIAL LOTS:
RESIDENTIAL LOTS:
TOTAL PROPERTY AREA:
DENSITY:
MINIMUM LOT SIZE:
MINIMUM LOT WIDTH:

SINGLE-FAMILY RESIDENTIAL / COMMERCIAL
2 LOTS
49 LOTS
18.81 AC
2.71 LOTS/AC
6,000 SF
50 FT

LAND USE BREAKDOWN
RESIDENTIAL LOTS:
COMMERCIAL LOTS:
OPEN SPACE:
ROAD R/W DEDICATION:
ALLEYS (PRIVATE ROADS):

7.04 AC (37.5%)
2.13 AC (11.3%)
3.78 AC (20.1%)
4.58 AC (24.3%)
1.28 AC (6.8%)

FEMA NOTE:

DEED:

APPLICANT:

CONTACT:

PREPARED BY:

CONTACT:

THIS SITE LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOODPLAIN, PER COMMUNITY PANEL 47149C0140H, EFFECTIVE JAN. 5, 2007.

THE PROPERTY SHOWN HEREON IS LOCATED ON FLORENCE ROAD, TAX MAP 71, PARCEL 15, 6TH CIVIL DISTRICT, AS RECORDED IN D.B. 1953, PG. 3767


ALCORN PROPERTIES
4613 VETERANS PKWY
MURFREESBORO, TN 37128
(615) 896-0081
KEVIN ATWOOD

CIVIL INFRASTRUCTURE ASSOCIATES, LLC
307 HICKERSON DRIVE
MURFREESBORO, TN 37129
(615) 663-7678
NATHAN MELSON, PE

Curve Table: Alignments					
Curve #	Radius (ft)	Length (ft)	Chord Direction	Start Point	End Point
C1	1040.00	54.53	S78° 04' 16.54"E	STA:3+52.73 N:572788.09 E:1828544.23	STA: 4+07.26 N: 572776.82 E: 1828597.58
C2	1040.00	1278.66	N65° 12' 16.82"E	STA:11+91.74 N:572634.84 E:1829369.10	STA: 24+70.39 N: 573137.94 E: 1830458.14
C3	300.00	65.92	S3° 17' 02.32"W	STA:1+88.24 N:572439.81 E:1829711.90	STA: 2+54.16 N: 572374.12 E: 1829708.13
C4	250.00	35.03	S14° 26' 25.19"W	STA:1+20.96 N:572614.20 E:1828812.94	STA: 1+55.98 N: 572580.31 E: 1828804.21

**MASONBROOKE PUD
CONCEPT PLAN**
3616 FLORENCE ROAD, MURFREESBORO, TENNESSEE

PREPARED FOR:
ALCORN PROPERTIES
4613 VETERANS PKWY
MURFREESBORO, TN 37128

 **CIVIL
INFRASTRUCTURE
ASSOCIATES**

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Purchase Firefighter Turnout Gear

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Purchase of turnout gear for firefighters.

Staff Recommendation

Approve contract amendment to purchase firefighter turnout gear.

Background Information

MFRD purchases turnout gear for new Fire Trainees and for Firefighters to replace turnout gear throughout the year as needed. An amendment to the existing contract for the gear must be amended because a manufacture discontinued items that were specified in the contract. Alternative equipment is available. MFRD requests approval of the contract amendment with Municipal Emergency Services (MES) to purchase 35 sets of turnout gear.

Council Priorities Served

Maintain Public Safety

Turnout gear provides protection to personnel while in the line of duty allowing them to perform their job safely and effectively.

Fiscal Impacts

Expense for this amendment, \$123,095, is funded by the Department's FY22 budget.

Attachments

1. MES Quote
2. MES Contract Amendment



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 01/31/2022
Quote # QT1548668
Expires 02/15/2022
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To
CITY OF MURFREESBORO
PO Box1139
Murfreesboro TN 37133
United States

Ship To
Teri Herron
MURFREESBORO FIRE DEPT (TN)
1311 Jones Blvd
Murfreesboro TN 37129
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
FXR-Custom Turnout-Coat	FWID152724		FWID152724 Custom FXR Turnout Coat Coat Outer Shell: 30" Coat with DRD, 6.9 oz Kombat™ Flex, Gold Coat Thermal Liner: (T2) 7.7 oz Titanium® SL2i Coat Moisture Barrier: (F) 5.5oz Stedair® 4000	1	1,557.00	1,557.00
FXR-Custom Turnout-Pant	FWID152724		FWID152724 Custom FXR Turnout Pant Pant Outer Shell: Pant with DRD, 6.9 oz Kombat™ Flex, Gold Pant Thermal Liner: (T2) 7.7 oz Titanium® SL2i Pant Moisture Barrier: (F) 5.5oz Stedair® 4000	1	1,600.00	1,600.00
FDXLM80-10-Med			MES/FDX LEATHER BOOT - SERIES 80 - 10 Med	1	360.00	360.00

Subtotal 3,517.00
Shipping Cost (FedEx Ground) 0.00
Total \$3,517.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1548668

**AMENDMENT #1 TO CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EMERGENCY SERVICES, INC.
FOR FIRE RESCUE TURNOUT GEAR AND ACCESSORIES**

This Amendment #1 to the Contract between City of Murfreesboro and Municipal Emergency Services, Inc. for Fire Rescue Turnout Gear and Accessories is entered into as of the Effective Date, below, based on the following recitals, representations, and covenants.

WHEREAS, the City of Murfreesboro (the "City") and Municipal Emergency Services, Inc. ("MES" or "Contractor") entered into a contract for the provision of Fire Rescue Turnout Gear and Accessories on September 30, 2021 (the "Contract"); and

WHEREAS, the manufacturer of the turnout gear (Honeywell) gave notice to MES that they were discontinuing the items listed in the Contract with the City and refused to supply the gear at the contracted prices; and

WHEREAS, MES has offered an alternative to Honeywell gear (FireDex brand gear) to the turnout gear and accessories as a substitute for the turnout gear, as shown in Contractor's Proposal QT1548668 dated 1/31/2022; and

WHEREAS, the City desires to amend the Contract with MES to purchase the substitute gear,

NOW THEREFORE, the parties hereby amend the Contract as follows:

1. All references to Contractor's Proposals No. QT1508366 and QT1504329, and the items listed on said Proposals, shall be replaced with Quote No. QT1548668 and the gear purchased shall be at the price each listed on Quote No. QT1548668 dated 1/31/2022.

2. Section 1, Duties and Responsibilities of Contractor, is amended by deleting Section 1 in its entirety and replacing it with the following:

Contractor agrees to provide and City agrees to purchase the equipment set forth on Contractor's Quote No. QT1548668, from Municipal Emergency Services, Inc., LLC, using Sourcewell Purchasing Cooperative Master Agreement No. 032620-MES on a "per-purchase order" or "unit" basis. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Agreement No. 032620-MES throughout the term of the contract. Procurements shall be executed through a Purchase Order; once total aggregate purchases exceed \$25,000 under this Contract, all subsequent purchases shall be approved by City Council.

3. Section 5, Price, is amended by deleting Section 5 in its entirety and replacing it with the following:

The price for goods and other items to be provided under this Contract is set forth per Quote No. QT1548668 from Municipal Emergency Services, Inc. and Sourcewell Master Agreement No. 032620-MES as follows: (a) FXR-Custom Turnout-Coat, \$1,557.00 each; (b) FWR-Custom Turnout-Pant, \$1,600.00 each; (c) FDX Leather Boot – Series 80, \$360.00 each, representing a total cost of \$3,517.00 per turnout gear set. Contractor shall undertake commercial best efforts to supply said goods at the stated price in each City Purchase Order for the first thirty-five (35) sets of turnout gear, for an initial contract value of **\$123,095.00**. Contractor shall then undertake commercially reasonable efforts to supply additional sets of turnout gear at the prices stated herein as approved by the City Council and upon receipt of a City Purchase Order. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or Purchase Order.

4. Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

5. This amendment shall take effect as of _____, 2022 (the “Effective Date”).

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

MUNICIPAL EMERGENCY SERVICES.

By: _____
Seth Cosans, Contract Administrator

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Managed Security Services

Department: Information Technology – City Hall

Presented by: Matt Jarratt

Requested Council Action:

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

Summary

Purchase of managed security services for City and Water Resources.

Staff Recommendation

Approve the purchase of the proposed security service pending Legal Department approval.

Background Information

IT security is critical to protect the City's infrastructure and operations. The proposed serviced provides 24-hour cyber-security monitoring service and identify and remediate security threats. The software will also ensure that all IT infrastructure and policy is compliant with current best-practice standards. Pricing for this service is based off the National Cooperative Purchasing Alliance.

Council Priorities Served

Responsible Budgeting

Security software is necessary to protect information critical to system protection and integrity, which protects the City's investments in its assets.

Fiscal Impacts

Estimated expenditure, \$270,317, is funded from IT Budget with reimbursement from MWRD enterprise fund. Expense may fluctuate depending on the number of supported devices and the budgeted amount will be adjusted accordingly.

Attachments

1. Waypoint Quote
2. Contract National Cooperative Purchasing Alliance Contract (01-96)



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ12551

Date Jan 25, 2022

Bill To

City of Murfreesboro
Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Ship To

City of Murfreesboro
Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Contract

NCPA
01-96

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	600	Confidential	\$97.36	\$58,416.00
2	57		\$97.36	\$5,549.52
3	1		\$97.36	\$97.36
4	658		\$7.40	\$4,869.20
5	2		\$2,376.56	\$4,753.12
6	1,266		\$11.33	\$14,343.78
7	1		\$6,197.06	\$6,197.06
8	2		\$0.00	\$0.00
9	600		\$48.68	\$29,208.00
10	57		\$48.68	\$2,774.76
11	1		\$48.68	\$48.68

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Created on 01/25/22 14:34:11 by Waypoint Business Solutions, LLC

Line	Qty	Description	Unit Price	Ext. Price
12	1	Confidential	\$8.11	\$8.11
13	1		\$2,294.89	\$2,294.89
14	658		\$8.39	\$5,520.62

SubTotal	\$134,081.10
Tax	\$0.00
Shipping	\$0.00
Total	\$134,081.10

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ12552

Date Jan 25, 2022

Bill To

City of Murfreesboro
Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Ship To

City of Murfreesboro
Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Contract

NCPA
01-96

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	600	Confidential	\$97.36	\$58,416.00
2	160		\$97.36	\$15,577.60
3	760		\$7.40	\$5,624.00
4	2		\$2,376.56	\$4,753.12
5	1		\$6,197.06	\$6,197.06
6	2		\$0.00	\$0.00
7	600		\$48.68	\$29,208.00
8	160		\$48.68	\$7,788.80
9	1		\$2,294.89	\$2,294.89
10	760		\$8.39	\$6,376.40

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Created on 01/25/22 14:36:37 by Waypoint Business Solutions, LLC

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$136,235.87
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$136,235.87

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WAYPOINT BUSINESS SOLUTIONS, LLC
FOR
ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR**

This Agreement (the "Agreement") is entered into this 22nd day of February 2022 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **WAYPOINT BUSINESS SOLUTIONS, LLC**, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***NCPA contract (NCPA 01-96), dated August 1, 2019, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA"), incorporating by reference the (attached hereto as Exhibit A);***
- ***Waypoint's Quote #AAAQ12551 and #AAAQ12552 dated January 25, 2022 (attached hereto as Exhibit B); and***
- ***This Agreement***

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)***
- 2. This Agreement***
- 3. NCPA contract (NCPA 01-96), dated August 1, 2019, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA"), incorporating by reference the (attached hereto as Exhibit A)***
- 4. Waypoint's Quote #AAAQ12551 and #AAAQ12552 dated January 25, 2022***

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. Duties and Responsibilities of Waypoint.** Waypoint agrees to provide and City agrees to purchase the [REDACTED] equipment and services set forth on Waypoint's Quote #AAAQ12551 and #AAAQ12552 dated January 25, 2022, from NCPA contract (NCPA 01-96), dated August 1, 2019, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA"). Waypoint is an approved reseller for [REDACTED], through Promark, an Ingram Micro Company. Promark/Ingram is an authorized distribution partner/contract holder for [REDACTED]. Furthermore, the City may utilize this Contract to procure additional equipment and services from

Contractor per above referenced NCPA contract (NCPA 01-96) through the term of the contract July 31, 2022. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

3. **Agreement for Services.** In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely responsible for any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
4. **Term.** The term of this contract shall be from the Effective Date to the termination date for the above referenced NCPA contract (NCPA 01-96) on July 31, 2022.
5. **Termination.** Waypoint'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 Waypoint, provided that Waypoint 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 Waypoint 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 Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
 - e. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.
6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.
7. **Payment.**
 - a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint's Quote #AAAQ12551 dated January 25, 2022, which reflects a purchase price of \$134,081.10 for goods and services provided, and Waypoint's Quote #AAAQ12552 dated January 25, 2022, which reflects a purchase price of \$136,235.87 for goods and services provided, for a Total purchase price of \$\$270,316.97. Future purchases under this Agreement which exceed \$25,000.00 will be presented to Council for approval through a

purchase order and future purchases under \$25,000.00 will be presented to the City Manager for approval through a purchase order. Any compensation due Waypoint under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Waypoint 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 number. Final payment shall not be made until after performance is complete.

- b. **Delivery.** Deliveries of all items shall be made within 90 calendar days of order or as best provided by Contractor at 111 W. Vine St., Murfreesboro, TN 37130. Contact Person Matt Jarratt, (tel. 615-542-4085; email. mjarratt@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint's Quote #AAAQ12552 and #AAAQ12551. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for making any and all claims against carriers for missing or damaged items.
- c. **Acceptance.** 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. Such inspection shall take place within 10 days. 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 NCPA contract (NCPA 01-96), dated August 1, 2019, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA").
- d. **Purchase Order.** 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.
- e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Insurance.**

- a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;

- iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. Waypoint 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; and (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."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

- a. **City Indemnity Obligation.** Pursuant to Tennessee Attorney General Opinion 93-01, the City will

not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.

- b. **Waypoint Indemnity Obligation.** Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment (“Deliverable”) delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party’s patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys’ fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint’s reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City’s modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint’s compliance with City’s written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party’s exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.

14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

15. **General Provisions.**

- a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
- b. **Compliance with Laws.** Waypoint agrees to comply with any applicable federal, state and local laws and regulations.
- c. **Maintenance of Records.** Waypoint 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.
- d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- e. **Relationship of the Parties.** Nothing herein may in any way be constructed 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 the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- f. **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.
- g. **Employment.** Waypoint 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.
- h. **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, Waypoint 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.

- i. **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.
- j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
- k. **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 Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- l. **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.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and

deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC
ATTN: Travis Pulliam
118 Vintage Park Blvd, W414
Houston, Texas 77070

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

or

or

Email: tpulliam@waypointsolutions.com

Email: ctindall@murfreesborotn.gov with
copy to mjarratt@murfreesborotn.gov

- p. **Delay.** Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.
- q. **Dispute Resolution.** City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties enter into this agreement as of February 22nd, 2022 (the “Effective Date”).

City of Murfreesboro, Tennessee

Waypoint Business Solutions, LLC

By: _____
Shane McFarland, Mayor

By:  _____
Paul Neyman, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Construction Contract for McFadden Outdoor Basketball Court

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Construction Contract for McFadden Community Center Outdoor Basketball Court.

Staff Recommendation

Approve contract with Stubblefield Construction.

Background Information

MPRD was awarded a \$40,000 grant from the National Recreation and Park Association (NRPA) to support the construction of an outdoor basketball court at McFadden Community Center. This court will serve MPRD programs and the surrounding community.

The proposed contract includes constructing the court slab and installing commercial-grade basketball goals. Upon completion of this first phase, lighting, fencing, and surfacing will be bid to complete the project.

Council Priorities Served

Responsible Budgeting

Utilizing grant funds to create additional court space will help support increased participation in basketball leagues, after-school programs and pickleball. This space will also bring a welcome asset to the surrounding community.

Fiscal Impact

Total project cost is estimated to be \$112,396. First phase cost of the project is \$71,960. An NRPA grant will pay \$40,000, and the remaining \$31,960 is allocated in the CIP. Phase II of the project is estimated to be \$40,436, which will include court surfacing, fencing, lighting, and mural development and is funded in the 2019 CIP "McFadden Improvements" (\$100,000).

Attachment

Stubblefield Construction LLC Contract

**Agreement Between
The City of Murfreesboro
And
Stubblefield Construction LLC
for
McFadden Basketball Court Project- Phase 1
Site Work, Concrete Slab, and Basketball Goal Purchase and Installation**

This Agreement is entered into and effective as of the ____ day of _____, 2022, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Stubblefield Construction LLC**, a Limited Liability Company of the State of Florida ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-25-2022 issued January 18, 2022 (the "Solicitation");
- Contractor's Proposal, dated February 2, 2022 ("Contractor's Proposal"); and
- Contractor's Price Proposal, dated February 2, 2022 ("Contractor's Price Proposal") and,
- 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, the Solicitation
- Lastly, the Contractor's Proposal

1. Duties and Responsibilities of Contractor.

- a. Contractor agrees to provide and install, and City agrees to purchase, the equipment and services set forth in Contractor's Proposal dated February 2, 2022 from Stubblefield Construction LLC, in accordance with Contractor's Proposal.
- b. Contractor must complete installation of site work, concrete slab, and basketball goals by no later than 90 days from issuance of Notice to Proceed. Installation location is 211 Bridge Avenue, Murfreesboro, TN. Installation must be completed per the direction of Thomas Laird. Contractor must contact Thomas Laird (tlaird@murfreesborotn.gov; 615-907-2251) 3-5 business days before starting the site work, concrete slab, and basketball goal installation.
- c. Contractor shall remove all trash and excess materials from site.
- d. Contractor shall provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
- e. Contractor shall provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
- f. Contractor shall maintain sole responsibility for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is affected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the

various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.

- g. Contractor shall keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and Contractor will properly disposal of all surplus or waste materials upon completion of the Work.

2. **Term.** The term of this Contract shall be 90 days from issuance of Notice to Proceed. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Proposal dated February 2, 2022, which reflects a total purchase price of **Seventy-One Thousand Nine Hundred Sixty Dollars and No Cents (\$71,960.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, installed, 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. Invoices should be sent to accountspayable@murfreesborotn.gov
- b. Deliveries of all items shall be made within 16-18 weeks of order to 211 Bridge Ave, Murfreesboro, TN. Contact Person Thomas Laird must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contractor's Proposal dated February 2, 2022. 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.
- 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 Contractor's Proposal dated February 2, 2022 and Contractor's Solicitation response.
- e. 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 Contractor's Proposal dated February 2, 2022 and in the Solicitation 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 (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing

Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:
- | | |
|---|---|
| If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130 | If to the Contractor:
Stubblefield Construction LLC
Attn: Christopher Stubblefield
PO Box 10967
Murfreesboro, TN 37130
chris@stubbconstruction.com |
|---|---|
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, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this 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.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

STUBBLEFIELD CONSTRUCTION LLC

DocuSigned by:
By: _____
Christopher Stubblefield, Managing Member

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Agreement for Police Department Gun Vaults for Vehicles

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Agreement for Police Department gun vaults for vehicles.

Staff Recommendation

Approve the agreement with Trucker's Lighthouse, Inc. for gun vaults for vehicles.

Background Information

Council approved the purchase of 30 new police vehicles on August 19, 2021. Those vehicles have been delivered and as part of the overall outfitting, these vehicles will need gun vaults installed.

Trucker's Lighthouse was the lowest responsible bidder.

Council Priorities Served

Maintain public safety

Properly equipment for safe use of vehicles is critical to assure public safety is maintained..

Fiscal Impact

The total purchase of \$39,270 is provided for in the FY21 CIP budget.

Attachments

1. ITB-26-2022 Police Vehicle Gun Vaults
2. Agreement for Police Department Gun Vaults for Vehicles with Trucker's Lighthouse, Inc.



INVITATION TO BID

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 01/18/2022

BID TITLE: ITB-26-2022, Police Vehicle Gun Vaults

CITY CONTACT PERSON: Cathy Smith

TELEPHONE NUMBER: (615) 849-2629

EMAIL: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged by the Purchasing Department on or before the day and time listed below, at which time all bids will be publicly opened and read aloud via Zoom. A link will be provided to all those registered as following this bid. **All bids must be submitted electronically via ProcureNow.**

BID OPENING DATE: February 3, 2022

BID OPENING TIME: 2:00 p.m., Central Standard Time

1. Instructions and Conditions

- 1.1 Bid Submission to the City of Murfreesboro.** The City is seeking bids for “ITB-26-2022 – Police Vehicle Gun Vaults for the City of Murfreesboro Police Department, Murfreesboro, TN. The scope of work is set forth in the specifications in Section 2 of this ITB. Electronic bids will be received by the City of Murfreesboro until 2:00 p.m. local time on 02/03/2022 at which time the bids will be opened via Zoom. A Zoom link will be provided to all those proposers on file as following this ITB.
- 1.2 Deadline and Late Responses.** No bids received after bid opening date and time will be accepted. Bids received by the Purchasing Department after the specified time will be considered late. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax.
- 1.3 Organization of Bid and Completeness.** Please submit one electronic copy to the Purchasing Department via the City’s e-procurement portal, **ProcureNow**. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid uploaded to the City before the bid deadline. **Partial or incomplete bids will be rejected.** All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible. Bidders are cautioned to verify their bid response prior to submission.
- 1.4 Signature.** All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person’s written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of one (1) year from the bid submission deadline. The Signature Sheet must be uploaded to ProcureNow with the bid submission.
- 1.5 Responses to Terms and Conditions.** Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.
- 1.6 Completeness of Invitation to Bid (“ITB”).** These documents, and those listed on ProcureNow, constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda to the City’s Contact Person via the **Question/Answer** tab on **ProcureNow**. Bidders must register with **ProcureNow** to ensure that all relevant written communications are available to them in the preparation of their proposal. ProcureNow account registration is free and can be accomplished through the website:
<https://secure.procurenow.com/portal/murfreesborotn>
- 1.7 Bid Interpretation. Communication with the Purchasing Department.** Cathy Smith is the City’s contact for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including e-mails) will be accepted until five (5) days prior (01/27/2022) to the bid opening date. All questions regarding the ITB should be addressed via ProcureNow or to purchasing@murfreesborotn.gov.

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

- 1.8 Discrepancies, Errors, and Omissions.** Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued on **ProcureNow**, notification made to firms on record, and the addendum will be incorporated into the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications, or other communications and no such oral communication may be relied on by any bidder.
- 1.9 Errors.** Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.10 Further Negotiation.** The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.
- 1.11 Economy of Preparation.** ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.
- 1.12 Subcontracting.** If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB response submittal a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish, at the request of the City, the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.
- 1.13 Bid Modification.** Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission via the procurement portal. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with **ProcureNow** to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: <https://secure.procurenw.com/portal/murfreesborotn>.
- 1.14 Tax Exempt.** The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.15 Contract Term.** If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed. The contract shall not be effective until approved by the City Council and signed by all required parties. The contract period shall be for one year from the contract Effective Date. All bid prices shall be effective until the end of the contract term. This contract shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole

or in part if it is dissatisfied with the bidder's product, service, or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Successful bidder shall submit price increases prior to March 1 of each year for approval and acceptance by the City Manager.

1.16 Pricing Effective for one year. The successful bidder shall provide in the bid price the cost for the goods or services rendered. Pricing shall be effective for one year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.17 Approval Required. No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.18 Terms and Conditions. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgement of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.19 Withdrawal of Bid. No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.20 Cost of Response. The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.21 Contract. The successful bidder's responses to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the sample City Contract provided in this ITB. If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.22 Contract Termination. The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The contract awarded may be terminated upon any of, but not limited to, the following occurrences:

- 1.22.1** Bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
- 1.22.2** Failure of the bidder to provide satisfactory services or failure to comply with the specifications;
- 1.22.3** Unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract;
- 1.22.4** Unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
- 1.22.5** Fraud; or
- 1.22.6** Any other breach of the terms of the ITB specifications or contract.

1.23 Contract Modification. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.24 Replacement or Repair. No waiver of any provision of the 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. The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take correct action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor. Contractor shall provide standard manufacturer's warranties.

1.25 Expense of Legal Action. Awarded bidder 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 the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.26 Governing Laws. The validity, construction, and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.27 Severability. Should any provision of the 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 the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.28 Indemnification and Hold Harmless.

- 1.28.1** Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this

Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.28.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

1.29 Statutory Disqualification. By submitting a response, it is represented that neither Contractor nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.30 Contractor's Employment Practices. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.31 City's Employment Practices. 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, Bidder certifies and warrants it will comply with this policy.

1.32 Conflict of Interest. By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.33 Ethical Standards. Bidder understands that it shall be 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 employee to solicit, demand, accept or agree to accept from another person, a gratuity of 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 bid therefore.

1.34 Breach of Ethical Standards. A breach of ethical standards could result in civil/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.35 Payments. Payments under the contract shall be made by the City after services have been accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. The final payment shall not be made until after the performance is complete or goods are received.

1.36 Iran Divestment Act of Tennessee. 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. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. This completed form must be uploaded to ProcureNow with the bid submittal.

1.37 Evaluation of Bid. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response, which conforms in all material respects to the ITB. A “responsible bidder” means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. The City will evaluate bid based on lowest cost which fully conforms to specifications and whether the proposed costs and terms are, in the City’s judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected. In addition to the price, the following aspects will be considered in the award of a contract:

- 1.37.1** The ability of the bidder to perform the contract or to provide the material for service required;
- 1.37.2** Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- 1.37.3** The character, integrity, reputation, experience, and efficiency of the bidder;
- 1.37.4** The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- 1.37.5** The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- 1.37.6** Terms and conditions stated in the bid;
- 1.37.7** Compliance with specifications or the ITB;
- 1.37.8** Utilization of the format set forth in this ITB for submittal of a bid; and,
- 1.37.9** Bidder’s past performance with the City.

1.38 Bidder’s Compliance. The City will evaluate proposals for compliance and completeness.

1.39 ProcureNow. Bidders must register with ProcureNow and are required to register for any addendums issued for the respective ITB to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through ProcureNow’s website at: <https://secure.procurenow.com/portal/murfreesborotn>.

2. SPECIFICATIONS

- 2.1** It is the intent of these specifications to secure Gun Vaults for the Murfreesboro Police Department vehicles. It is not the intent of these specifications to eliminate any bidder, but rather to ensure that the Murfreesboro Police Department will receive Gun Vaults of quality and durability and that are compatible with the current fleet of 2021 or newer Ford Explorer Interceptors. Each Gun Vault shall be new, unused, and constructed of the highest quality materials.
- 2.2** Each bidder shall show a unit price on each item and an extended price on estimated quantities. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including **installation and delivery**. Quantities could be more or less than estimated. Bids shall be awarded based on the Total Bid Price for the Gun Vaults and accessories as set forth on the Bid Form. Awarded bidder will honor price(s) for other local governments.

General

- i. Must fit in 2021 or newer Ford Explorer Interceptor
- ii. Dimensions 44" X 24" X 8"
- iii. CamLocker
- iv. Locking Mechanism
- v. Interior Carpet
- vi. Black Matte Powder Coat
- vii. Electronic Tray (in place of a top basket)

SEE EXHIBIT A & B FOR PICTURES OF CURRENT GUN VAULTS FOR REFERENCE

EXHIBIT A



EXHIBIT B



**PURCHASING DEPARTMENT
BID FORM**

MUST BE COMPLETED

Date:

Bid Title: Police Vehicle Gun Vaults

Name of Company:

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered, labor, set-up, accessories, training, delivery, installation, and any other standard equipment necessary provide this service. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	30	Each	Gun Vault	\$_____	\$_____
2	30	Each	Accessory: Electronic Tray	\$_____	\$_____

Quantities subject to change, depending upon bid responses. City reserves the right to purchase additional quantities.

Agreement for Police Department Gun Vaults for Vehicles

This Agreement is entered into and effective as of the ____ day of _____ 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- ____ [Solicitation] _____ issued _____ (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-26-2022 – Police Vehicle Gun Vaults" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The goods must be delivered within 120 days of the execution of this contract to the City of Murfreesboro Police Department located at 1004 N. Highland Ave., Murfreesboro, TN 37130. The City's contact person for this contract, Bobby Holloway, (0388@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 ITB. Should the Contractor fail to deliver items on or before the required 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.
- 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 Invitation to Bid.

- f. Every delivery 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.

2. **Term.**

The term of this Agreement commences on the Effective Date _____ and expires in one year. All bid prices shall be effective until the end of this contract term and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1 of each year for approval and acceptance by the City Manager. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to "ITB-26-2022 - Police Vehicle Gun Vaults," which reflects a total price each of \$ _____. Invoices will be sent to: City of Murfreesboro Police Department, 1004 N. Highland Ave., Murfreesboro, TN 37130 Murfreesboro, TN 37133-1739.

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

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (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."
6. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.
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.
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 Contractor:
City Manager	
City of Murfreesboro	
111 West Vine Street	
Murfreesboro, TN 37130	

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the dateset forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**PURCHASING DEPARTMENT
BID FORM**

MUST BE COMPLETED

Date:
2/7/2022

Bid Title: Police Vehicle Gun Vaults

Name of Company:
TRUCKERS LIGHTHOPE

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered, accessories, delivery, and any other standard equipment necessary provide this service. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax. INSTALLATION IS NOT INCLUDED IN THIS BID.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	30	Each	Gun Vault	\$ 1134.00	\$ 34,020.00
2	30	Each	Accessory: Electronic Tray	\$ 175.00	\$ 5,250.00

Quantities subject to change, depending upon bid responses. City reserves the right to purchase additional quantities.

Agreement for Police Department Gun Vaults for Vehicles

This Agreement is entered into and effective as of the _____ day of _____ 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Truckers Lighthouse, Inc., a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-26-2022 – Police Vehicle Gun Vaults issued January 18, 2022 (the "Solicitation");
- Contractor's Proposal, dated 02/07/2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 02/07/2022 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-26-2022 – Police Vehicle Gun Vaults" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The goods must be delivered within 90 days of the execution of this contract to the City of Murfreesboro Police Department located at 1004 N. Highland Ave., Murfreesboro, TN 37130. The City's contact person for this contract, Bobby Holloway, (0388@murfreesborotn.gov), (615) 971-6197 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 ITB. Should the Contractor fail to deliver items on or before the required 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.
- 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 Invitation to Bid.

- f. Every delivery 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.
2. **Term.** The term of this Agreement commences on the Effective Date and expires in one year. All bid prices shall be effective until the end of this contract term and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1 of each year for approval and acceptance by the City Manager. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to "ITB-26-2022 - Police Vehicle Gun Vaults," reflecting a price of \$1,134.00 each for thirty (30) Police Vehicle Gun Vaults, for a **total price of \$34,020.00**. The City reserves the option to purchase up to thirty (30) of the Electronic Tray Accessory at \$175.00 each per the Contractor's Bid Proposal. In addition, the City reserves the right to make future purchases using this contract; such purchases shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by City Council. Invoices will be sent to: City of Murfreesboro Police Department, 1004 N. Highland Ave., Murfreesboro, TN 37130 Murfreesboro, TN 37133-1739. The City
4. **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."

5. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:
- | | |
|---|---|
| If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130 | If to Contractor:
Truckers Lighthouse Inc.
201 Crutch Field Ave.
Nashville TN, 37210
Attn: Chris Keith, Sales Manager
chris@truckerslighthouse.com |
|---|---|
8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with

respect to the subject matter hereof and governs the respective duties and obligations of the parties.

17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
21. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO

Truckers Lighthouse, Inc

By: _____
Shane McFarland, Mayor

By: _____
Chris Keith, Sales Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 2/24/2022

Item Title: Purchase of Data Storage Equipment

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

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

Summary

Contract for purchase of Cohesity Storage Appliance for public safety network.

Staff Recommendation

Approve contract with Insight Public Sector.

Background Information

The current storage appliance purchased in 2019 has reached 75% capacity. This device currently houses critical information relating to public safety. We are requesting to add additional capacity to the existing system. We also utilize this product as one of our backup products to ensure business continuity and redundancy.

Council Priorities Served

Maintain Public Safety

Storage and backup services are necessary to provide disaster recovery and redundancy for our data.

Fiscal Impact

Expenditure, \$53,243, is funded by FY21 CIP Budget (\$44,400) and the Departments FY22 Operating Budget (\$8,843).

Attachments

1. Contract with Insight Public Sector
2. Quote 224662156 from Insight Public Sector

**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;

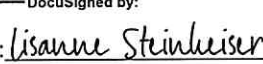
NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from May 1, 2021 until April 30, 2023. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of July 29th, 2021.

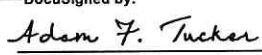
CITY OF MURFREESBORO

INSIGHT PUBLIC SECTOR, INC.

By: 
Shane McFarland, Mayor

DocuSigned by:
By: 
Lisanne Steinduiser, Senior SLED & Healthcare
Capture Manager

Approved as to form:

DocuSigned by:

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 "Data 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:

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

If to the Contractor:

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: 

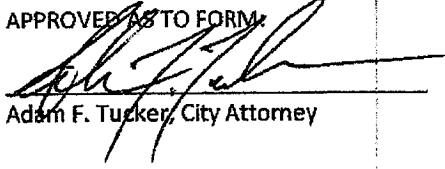
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

By: 

Erica Falchetti, Senior SLED & Healthcare Capture Manager

APPROVED AS TO FORM:


Adam F. Tucker, City Attorney

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

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.

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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.

Quotation

Quotation Number : [224662156](#)
Document Date : 09-FEB-2022
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

Material	Material Description	Quantity	Unit Price	Extended Price
C602510GSFP1-CMUR	Cohesity C6000 Series C6025 - NAS server - 102.4 TB OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 13277.99 Discount %: 2.618%	2	12,930.41	25,860.82
CSPC602510GSF-CMUR	Cohesity Premium Support - extended service agreement - 1 year - shipment OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 5445.99 Discount %: 18.809%	2	4,421.63	8,843.26
CBL10GSFP005-CMUR	Cohesity 10GBase direct attach cable - 16.4 ft OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 124.99 Discount %: 46.948%	4	66.31	265.24
SVC-ARCHIVE-CMUR	CITY OF MURFREESBORO - COHESITY ARCHIVE SVC SUB (1TB). S3 TARGET FOR COLD DATA STORAGE. SUB PER TB OF USABLE STORAGE CAPACITY. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 155.99 Discount %: 8.475%	128	142.77	18,274.56

Product Subtotal	44,400.62
Services Subtotal	8,843.26
TAX	0.00
Total	53,243.88

Thank you for choosing 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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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!

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: 02/24/2022

Item Title: Purchase of Two Chevy Cargo Vans

Department: City Schools

Presented by: Trey Duke

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Contract for the purchase of two new Chevy cargo vans for city schools.

Staff Recommendation

Approve the purchase contract with Wilson County Motors, LLC.

Background Information

Wilson County Motors, LLC quoted a price each of \$27,500 for two new Chevrolet Express Cargo Vans from the State of Tennessee contract. The cargo vans will replace two older high-mileage Maintenance vans. The total price of \$55,000 will be charged to the county shared bond fund as approved by the Council in October 2021.

Council Priorities Served

Maintain public safety

Safe and reliable school vehicles are essential to the efficient operation of the school system.

Fiscal Impact

Total cost of the expenditure, \$55,000, is funded by shared proceeds as required by statute from bond for school expenses issued by the County.

Attachments

Wilson County Motors, LLC contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract Number 209/72307 with Wilson County Motors, LLC***
- ***Price Quote Sheet dated January 27, 2022 from Wilson County Motors, LLC for 2022 Chevrolet Express Cargo Van (CG33405) RWD 3500 135"***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract Number 209/72307 with Wilson County Motors, LLC***
- ***Finally, Price Quote Sheet January 27, 2022 from Wilson County Motors, LLC for 2022 Chevrolet Express Cargo Van (CG33405) RWD 3500 135"***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: two (2) 2022 Chevrolet Express Cargo Vans (CG33405) RWD 135" as set forth in the State of Tennessee Contract Number 209/72307 with Wilson County Motors, LLC, and Contractor's Price Quote Sheet dated January 27, 2022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract Number 209/72307 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State of Tennessee Contract Number 209/72307 on December 31, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating

with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- f. Notwithstanding the expiration of the State of Tennessee Contract Number 209/72307, the terms of this Contract and Contractor's obligations herein shall survive said expiration and continue in full force and effect until: (i) delivery and acceptance of the items or (ii) other termination as provided in this section.

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from Wilson County Motors, LLC dated January 27, 2022, reflecting a price each of \$27,500.12 for two (2) Chevrolet Express Cargo Vans (CG33405) for a **Total Purchase Price of \$55,000.24** (Fifty-five thousand dollars and twenty-four cents). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available for delivery within 150 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to Murfreesboro City Schools Maintenance & Transportation Facility, 710 New Salem Road, Murfreesboro, TN 37129, 615-898-7126.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth by the manufacturer.

5. **Indemnification.**

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

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

If to the City of Murfreesboro:

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

If to the Contractor:

Wilson County Motors
Attn: Danielle Rodriguez
903 S Hartman Dr.
Lebanon, TN 37090
danielle@wilsoncountyauto.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion,

sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022
(the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

WILSON COUNTY MOTORS, LLC

DocuSigned by:
By: Danielle Rodriguez
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Replace Cooling Tower at Northfield Elementary School

Department: City Schools

Presented by: Trey Duke

Requested Council Action:

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

Summary

Contract for cooling tower replacement at Northfield Elementary School.

Staff Recommendation

Approve the contract with Matrix Mechanical Solutions, LLC for \$97,693.

Background Information

The cooling tower at Northfield Elementary School is incompatible with chillers that were replaced several years ago. By replacing the cooling tower, the chillers will function at 100% capacity. For units to work together without shutting off, the settings are reduced to 70% capacity.

Council Priorities Served

Maintain public safety

Safe and well maintained school buildings are essential to the efficient operation of the school system.

Fiscal Impact

Total cost of replacing the cooling towers at Northfield Elementary is paid by shared proceeds as required by statute from bond for school expenses issued by the County.

Attachments

Bid tabulation sheet

Contract with Matrix Mechanical Solutions, LLC

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Murfreesboro, Tennessee (Owner) and
Matrix Mechanical Solutions, LLC (Contractor),

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Cooling Tower Replacement Northfield Elementary School which includes removal and disposal of the existing cooling tower, piping, insulation, new A/C drives, and all other work described in the drawings and specifications and as required for a complete functioning system.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in the mechanical room in Northfield Elementary School located at 550 West Northfield Boulevard, Murfreesboro, Tennessee.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Invitation to Bid.
5. Technical Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is Griggs & Maloney, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within 75 days after the Effective Date of the Contract and completed and ready for final payment within 105 days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$250 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$ 97,693.00 for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>
Combined Single Limit of:	\$ <u>1,000,000</u>

- d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or

renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- C. The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. All actions taken on a Claim shall be stated in writing and submitted to the other party.
- D. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- E. If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 45 days, the Claim is deemed denied.

12.02 Continuing Contract Performance

- A. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

12.03 Mediation

- A. Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved through the Claims Process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- B. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. Exceptions:
 - 1. Neither the Owner nor Contractor are not be required to mediate 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 Contractor.
 - 2. The Owner or Contractor 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 enforceable under Tennessee law), without the first requesting mediation.
 - 3. This section 12.03 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its

governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

12.04 Binding Dispute Resolution.

- A. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough 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.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. 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:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. 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.
6. 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.
7. 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.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 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.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Murfreesboro , Shane McFarland

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

City Manager

111 W. Vine St.

Murfreesboro, TN 37130

(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 this Contract.)

Approved as to legality and form:

Adam F. Tucker, City Attorney

CONTRACTOR:

Matrix Mechanical Solutions LLC, Daniel D. Eubanks

By: _____

Title: Single Member/Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Matrix Mechanical Solutions, LLC

9743 Old Hillsboro Road

Bon Aqua, TN 37025

License No.: 76081

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

COUNCIL COMMUNICATION

Meeting Date: 02/24/2022

Item Title: Airport Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

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

Summary

Appointment to the 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



. . . creating a better quality of life.

February 24, 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. Shelby Hutton replacing Mr. John Polk (term expires February 28, 2025)

Sincerely,

Shane McFarland
Mayor