

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
April 7, 2022

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

Ceremonial Items

Proclamation: Leading Ladies of Rutherford County; Fair Housing Month;
National Public Safety Telecommunicators Week

Recognition: Cameron L. Mitchell, Murfreesboro 2022 Poet Laureate

Consent Agenda

1. Barge Design Solutions Work Authorization Amendment 2 (Airport)
2. Tennessee Aeronautics Division Pavement Maintenance Project (Airport)
3. Amendment to Kimley-Horne Agreement for Patterson Park Master Plan (Parks)
4. McFadden Basketball Court Fencing (Parks)
5. Donation of Tactical Body Armor and Helmets to Blount County Law Enforcement Training Academy (Police)
6. Approval for City-wide Car Wash Services (Purchasing)
7. Approval of use of Competitive Sealed Proposals for Financial Consultant Services for ARPA Grant Fund (Purchasing)
8. Approval of use of Competitive Sealed Proposals for IT Consultant Services (Purchasing)
9. Approval of use of Competitive Sealed Proposals for Low-Voltage Communication Cabling Services (Purchasing)
10. Asphalt Purchases Report (Water Resources)
11. Granular Activated Carbon First Amendment (Water Resources)
12. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-03 (Water Resources)
13. Cherry Ln. Pump Station Study-CIA Engineering Proposal (Water Resources)

Minutes

14. City Council Minutes March 9, through March 17, 2022 (Finance)

New Business

Resolution

15. Resolution 22-R-09: FY22 Budget Amendments #6 (Schools)

Land Use Matters

16. Plan of Services, Annexation, and Zoning for property along NW Broad Street (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 22-R-PS-02
 - c. Annexation: Resolution 22-R-A-02
 - d. Public Hearing: Zone 258.8 acres
 - e. First Reading: Ordinance 22-OZ-02
17. Correcting the Zoning Boundary for the Oakland Court PRD (Planning)
 - a. First Reading: Ordinance 19-OZ-33
18. Planning Commission Recommendations for Public Hearings (Planning)

On Motion

19. Overall Creek FEMA LOMR Supplemental Services (Development Services)
20. Siegel Indoor Training Facility Netting and Padding (Parks)
21. Temporary Flow Monitoring Study Basin MF08 (Water Resources)
22. Resident Project Representative for Overall Creek Pump Station (Water Resources)
23. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-02 (Water Resources)
24. Request for Sewer Variance: 285 N Rutherford Blvd. Apts (NRB) (Water Resources)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 4/7/2022

Item Title: Barge Design Solutions Work Authorization Amendment 2

Department: Airport

Presented by: Chad Gehrke, Airport 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

Work Authorization Amendment 2 with Barge Design Solutions for additional design work on the Taxiway A and Apron Pavement Rehabilitation Project.

Staff Recommendation

Approve Work Authorization Amendment 2 with Barge Design Solutions.

Background Information

The FAA and TDOT's Aeronautics Division is assisting the City with the design of pavement rehabilitation on Taxiway A and an area on the apron near several T-hangar buildings. This project is being coordinated with a separate runway seal coat and painting project to minimize airport closure time and efficient use of funds. Pavement rehabilitation is scheduled for the summer of 2024 and may require asphalt removal and reinstalling. The project design work is projected not to exceed \$88,697

Council Priorities Served

Responsible Budget

Inspection and maintenance of City infrastructure is required to protecting the community's investment in these critical assets.

Operational Issues

Operational issues are a minimum in this design portion of the project. As with any construction activity on the Airport, there will be some operational matters that must be addressed at that time to minimize the effect on aviation operations.

Fiscal Impacts

The cost of the additional design work, not to exceed \$88,697, is 100% federally funded.

Attachments:

Barge Design Solutions Work Authorization Amendment 2

EXHIBIT "A"**WORK AUTHORIZATION NO. 21-01****MURFREESBORO MUNICIPAL AIRPORT****TAXIWAY ALPHA AND APRON REHABILITATION**

Date: _____

(TAD Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Preliminary Design services for the rehabilitation of Taxiway Alpha and the rehabilitation of a portion of apron around the existing T-hangers. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

A total compensation budget of **\$88,697** is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Murfreesboro***Barge Design Solutions, Inc.***_____
Name
Name

Date: _____

Date: 02/28/22***City Attorney***_____
Name

Date: _____

EXHIBIT "B"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Rehabilitate Taxiway Alpha
- B. Reconstruct south connector of Alpha to Runway 36 to meet FAA requirements
- C. Rehabilitate a portion of apron around the existing T-hangars

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes dated 12/22/2020.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13A, Change 1 Airport Design
- FAA AC 150/5320-5D Airport Drainage Design
- FAA AC 150/5370-10H Standards for Specifying Construction on Airport
- FAA AC 150/5370-2G Operation Safety on Airports During Construction

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits C and D for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

1. This scope and fee is limited to Preliminary Design (30%) services for this project. Final Design, Bidding, Construction Administration, Resident Project Representative, Construction Testing and other services may be added by amendment at a later date.
2. A hydrologic study of airfield drainage is not included in the scope of work for this project.
3. Preparation and coordination of a SWPPP is anticipated for this project, however, is not included in the scope of Preliminary Design.
4. The tentative Design Schedule has been included below. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER's Scope, Fee and Production Schedule.
5. The OWNER shall provide any specific contracting requirements to be included in the Front-End Documents prior to the 30% Design Submittal.
6. The ENGINEER will provide 24" x 36" hard copies and electronic files (PDF) of the Project Documents to the OWNER and TDOT-Aeronautics Division (TAD) for review at 30% milestone. Please refer to the individual Phases outlined in this Scope of Services for additional information pertaining to specific deliverables.
7. The costs for obtaining construction permits are excluded in the fees under this Agreement.
8. Designs are based on visual observations from site trips. Unforeseen conditions that require repair may be revealed during construction. Additional Engineering services to address unforeseen conditions will be negotiated as required.

Tentative Project Schedule

The following Tentative milestone schedule has been established for this project:

• Barge WA Submitted to TDOT	February 26, 2021
• Preliminary Design Grant	May 2021
• Client/TDOT Approval of WA	July 2021
• Design Notice to Proceed	August 2021
• Geotechnical Report Complete	November 2021
• Survey Complete	October 2021
• Preliminary (30%) Design Sub.	December 2021
• Final Design Amendment Sub.	January 22, 2022
• Final Design Grant	March 2022
• <i>60% Design Submittal</i>	<i>April 2022</i>
• <i>60% Design Review Mtg</i>	<i>April 2022</i>
• <i>90% Design Submittal</i>	<i>May 2022</i>
• <i>90% Design Review Mtg</i>	<i>May 2022</i>
• <i>Final Design Submittal</i>	<i>June 2022</i>
• <i>Advertisement for Bids</i>	<i>TBD</i>
• <i>Pre-Bid Meeting</i>	<i>TBD</i>
• <i>Bid Opening</i>	<i>TBD</i>
• <i>Request for Construction Funding</i>	<i>TBD</i>
• <i>TAC</i>	<i>TBD</i>

** Italicized dates are projected and are not included in the scope of this contract*

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

DESIGN SERVICES

Under this phase, the ENGINEER will collect and review existing site data, including site conditions of the work area. The ENGINEER will also prepare and obtain OWNER's approval of detailed drawings which show the scope of the work to be performed by contractors on the PROJECT, including such specifications, instructions to bidders, general conditions, special conditions and technical provisions required by the OWNER.

The ENGINEER will furnish the OWNER engineering data for, and assign in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.

The ENGINEER will prepare for review and approval of the OWNER and TAD, front end documents, contract documents, technical specifications and bid schedules specific to the project.

- Technical Specifications will be based on the most current versions of FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction on Airports. For work not covered by the FAA Advisory Circulars, the ENGINEER will prepare specifications consistent with the ENGINEER's master specifications.

The ENGINEER will prepare an Engineer's Opinion of Probable Construction Cost, to be submitted with the 30% Plans and Specifications. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract.

The ENGINEER will provide a preliminary Engineer's Report at the 30% stage for review by TAD.

The ENGINEER will provide one (1) copy of the 30% Plans for the OWNERS use and one (1) copy of the 30% Plans TAD's use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications and Engineer's Opinion of Probable Construction Cost in .pdf format, and any requested CAD files.

A formal design review meeting will be held onsite at the Airport for 30% preliminary design review.

A preliminary sheet list is provided below:

Number of Sheets	Sheet Name
1	TITLE SHEET
1	CONSTRUCTION SAFETY AND PHASING PLAN
1	GENERAL NOTES AND SUMMARY OF QUANTITIES (PRELIM)
3	EXISTING CONDITIONS
2	SITE DEMOLITION PLAN
2	SITE LAYOUT PLAN
2	SITE GRADING AND DRAINAGE (PRELIM)
3	TAXIWAY ALPHA PLAN/PROFILE
1	CIVIL DETAILS

BIDDING SERVICES

Bidding services are not included in the preliminary design contract but may be added by amendment at a later time.

GEOTECHNICAL INVESTIGATION

Under this phase, the ENGINEER will subcontract a qualified sub-consultant to perform asphalt cores through the existing pavement. Coring locations will be selected based on observed distress of the pavement and will be obtained in both highly distressed locations and less distressed locations to evaluate a range of conditions. The cores will provide a measurement of the thickness of the asphalt and stone base in place.

The sub-consultant will also test the soil subgrade using a dual-mass penetrometer below the pavement section. Samples of the subgrade soils will be obtained and laboratory testing including natural moisture and Atterberg limits tests will be performed. The sub-consultant will also provide a California Bearing Ratio (CBR) value to be used in design of the project. All tests will be conducted in accordance with applicable ASTM standards.

The sub-consultant will evaluate the field and laboratory data in order to provide recommendations relative to site preparation and pavement design and provide a full report.

SPECIAL SERVICES

Topographical Survey

The ENGINEER will perform a topographic survey in order to properly evaluate the existing surface. The topographic information shall be sufficient to provide a one (1) foot contour interval. All above ground features will be located as well as drainage structures and pipe flow lines.

Survey datum shall be based on the TN state plane coordinate system. It is assumed that permanent control points exist on the field. Existing permanent control points will be used as benchmarks for the project. Temporary control points will also be established during design and utilized during construction.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**

The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, TAD, and other federal, state and local agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

- **Quality Control**

Provide quality control reviews and incorporation of comments in accordance with the ENGINEER's Quality Control Program. In addition, review comments provided by the OWNER, TAD and other agencies reviews of deliverables will be incorporated as appropriate.

REQUIRED STATE CONTRACT PROVISIONS

For Obligated Sponsors and Airport Improvement Program Projects

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics 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 the Aeronautics 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.

Please modify the highlighted fields accordingly based on the respective contract.

CONTRACT CLAUSES:

D.6. Conflicts of Interest. Engineer warrants that no part of the total 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 City of Murfreesboro in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The Engineer 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 Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Engineer 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.10. Nondiscrimination. Engineer 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 Engineer 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 Engineer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.12. Public Accountability. If the Engineer is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer 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 City of Murfreesboro shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide Engineer 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 Engineer in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Engineer in relation to this Contract shall be approved by the State.
- D.15. Records. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Engineer 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 Engineer's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, 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*.

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

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

The Engineer 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 Engineer 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 Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

EXHIBIT "C"

COMPENSATION

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

BASIC SERVICES

1. The ENGINEER shall be compensated for Preliminary Design Services identified in the Scope of Services by the Owner in proportion to the completed design. Said total compensation shall be a lump sum fee of:

\$ 54,347.00

2. The ENGINEER shall be compensated for a CATEX checklist identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 2,500.00

3. The ENGINEER shall be compensated for a Geotechnical Investigation identified in the Scope of Services by the Owner. Said total compensation to be based on invoiced amount from an approved geotechnical subcontractor at cost. Said total compensation shall be a lump sum fee of:

\$ 17,090.00

SPECIAL SERVICES

4. The ENGINEER shall be compensated for Design Surveying Services identified in the Scope of Services by the OWNER. Said total compensation shall be a lump sum fee of:

\$ 14,760.00

EXHIBIT "D"

SUMMARY OF PROFESSIONAL FEES

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

January 22, 2021

Project Number:

3741900

TAD Number

TAXIWAY ALPHA AND APRON PRELIMINARY DESIGN

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT				NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT								
A. PRINCIPAL (P)					0	\$76.48	\$0.00	
B. CIVIL ENGINEER (CE)					0	\$53.39	\$0.00	
C. ENGINEER INTERN (EI)					0	\$32.42	\$0.00	
D. ELECTRICAL ENGINEER (EE)					0	\$65.69	\$0.00	
E. ARCHITECT (A)					0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)					0	\$48.20	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20	\$0.00	
I. DESIGNER (D)					0	\$29.43	\$0.00	
J. SECRETARIAL/TYPIST (S)					0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:							\$0.00	
COMBINED OVERHEAD:				206.25%			\$0.00	
J. DOCUMENTS	SETS	0	0			\$0.10	\$0.00	
K. SHIPPING	SETS	0				\$15.50	\$0.00	
L. TRIPS	MILES	70	0			\$0.560	\$0.00	
M. FLIGHTS			0			\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE			0			\$11.25	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:							\$0.00	
SUBTOTAL:								\$0.00
OPERATING MARGIN:				15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$0.00
TOTAL PROJECT DEVELOPMENT PHASE:								\$0.00
2. DESIGN PHASE								
A. PRINCIPAL (P)					4	\$76.48	\$305.90	
B. CIVIL ENGINEER (CE)					127	\$53.39	\$6,779.90	
C. ENGINEER INTERN (EI)					75	\$32.42	\$2,431.50	
D. ELECTRICAL ENGINEER (EE)					0	\$65.69	\$0.00	
E. ARCHITECT (A)					0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)					48	\$48.20	\$2,313.60	
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20	\$0.00	
I. DESIGNER (D)					120	\$29.43	\$3,531.60	
J. SECRETARIAL/TYPIST (S)					0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87	\$0.00	
DESIGN PHASE DIRECT LABOR:							\$15,362.50	
COMBINED OVERHEAD:				206.25%			\$31,685.15	
L. TOTAL PLAN SHEETS (50%)	SETS	0	0			\$2.50	\$0.00	
M. SHIPPING (50%)	SETS	0				\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%)	SETS	0	0			\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%)	SETS	0	0			\$2.50	\$0.00	
P. SHIPPING (90%)	SETS	0				\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL)	SETS	0	1			\$0.10	\$0.10	
R. TOTAL PLAN SHEETS (FINAL)	SETS	0	0			\$2.50	\$0.00	
S. SHIPPING (FINAL)	SETS	0				\$40.00	\$0.00	
T. TRIPS	MILES	70	1			\$0.560	\$39.200	
U. FLIGHTS			0			\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE			0			\$11.25	\$0.00	
DESIGN PHASE EXPENSES:							\$39.30	
SUBTOTAL:								\$47,086.94
OPERATING MARGIN:				15%				\$7,063.04
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$196.64
TOTAL DESIGN PHASE:								\$54,347.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)		NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST		TOTAL COST
3. BID PHASE						
A. PRINCIPAL (P)			0	\$76.48	\$0.00	
B. CIVIL ENGINEER (CE)			0	\$53.39	\$0.00	
C. ENGINEER INTERN (EI)			0	\$32.42	\$0.00	
D. ELECTRICAL ENGINEER (EE)			0	\$65.69	\$0.00	
E. ARCHITECT (A)			0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)			0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)			0	\$48.20	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)			0	\$48.20	\$0.00	
I. DESIGNER (D)			0	\$29.43	\$0.00	
J. SECRETARIAL/TYPIST (S)			0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)			0	\$33.87	\$0.00	
BID PHASE DIRECT LABOR:					\$0.00	
COMBINED OVERHEAD:		206.25%			\$0.00	
L. DOCUMENTS	SETS	200		\$0.10	\$0.00	
M. SHIPPING				\$40.00	\$0.00	
N. TRIPS	MILES	0		\$0.560	\$0.000	
O. FLIGHTS		0		\$750.00	\$0.00	
P. TRAVEL SUBSTINENCE		0		\$11.25	\$0.00	
BID PHASE EXPENSES:					\$0.00	
SUBTOTAL:						\$0.00
OPERATING MARGIN:		15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):		1.28%				\$0.00
TOTAL BID PHASE:						\$0.00
4. CONSTRUCTION PHASE						
A. PRINCIPAL (P)			0	\$76.48	\$0.00	
B. CIVIL ENGINEER (CE)			0	\$53.39	\$0.00	
C. ENGINEER INTERN (EI)			0	\$32.42	\$0.00	
D. ELECTRICAL ENGINEER (EE)			0	\$65.69	\$0.00	
E. ARCHITECT (A)			0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)			0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)			0	\$48.20	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)			0	\$48.20	\$0.00	
I. DESIGNER (D)			0	\$29.43	\$0.00	
J. SECRETARIAL/TYPIST (S)			0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)			0	\$33.87	\$0.00	
CONSTRUCTION PHASE DIRECT LABOR:					\$0.00	
COMBINED OVERHEAD:		206.25%			\$0.00	
J. DOCUMENTS	SETS	0		\$0.10	\$0.00	
K. SHIPPING				\$40.00	\$0.00	
L. TRIPS	MILES	70	0	\$0.560	\$0.000	
M. FLIGHTS		0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE		0		\$11.25	\$0.00	
CONSTRUCTION PHASE EXPENSES:					\$0.00	
SUBTOTAL:						\$0.00
OPERATING MARGIN:		15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):		1.28%				\$0.00
TOTAL CONSTRUCTION PHASE:						\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT						
PROJECT DEVELOPMENT PHASE			\$0.00	0%		
DESIGN PHASE			\$54,347.00	100%		
BID PHASE			\$0.00	0%		
CONSTRUCTION PHASE			\$0.00	0%		
TOTAL SECTION A:						\$54,347.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES						
1. CATDEX CHECKLIST						\$2,500.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (SUBCONTRACTED)						\$17,090.00
3. TOPOGRAPHIC SURVEY (SUBCONTRACTED)						\$14,760.00
TOTAL SECTION B:						\$34,350.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):						\$88,697.00

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)									
SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES									
1. CONSTRUCTION MATERIALS TESTING SERVICES									
2. AIRPORT LAYOUT PLAN									\$0.00
3. AIRPORT LAYOUT PLAN UPDATE									\$0.00
4. RUNWAY JUSTIFICATION STUDY									\$0.00
TOTAL SECTION C:									\$0.00
SECTION D: SURVEY									
0 DAYS OF DESIGN SURVEY									
0 DAYS OF CONSTRUCTION SURVEY									
0 TOTAL DAYS OF SURVEY									
1. 2-MAN SURVEY CREW (1 PARTY CHIEF, 1 INSTRUMENT MAN)									
REGULAR		0	HRS @	\$55.05 / HR =		\$0.00			
OVERTIME		0	HRS @	\$82.57 / HR =		\$0.00			
2. SURVEY MANAGER		0	HRS @	\$39.48 / HR =		\$0.00			
4. SURVEY PROCESSOR		0	HRS @	\$39.48 / HR =		\$0.00			
DIRECT LABOR TOTAL SECTION D:							\$0.00		
COMBINED OVERHEAD:						206.25%	\$0.00		
5. AUTO EXPENSES	12	DAYS @	MILES/DAY @	\$0.560 =		\$0.00			
6. PER DIEM	0	DAYS @	/ DAY / PERSON =			\$0.00			
EXPENSES TOTAL SECTION D:							\$0.00		
SUBTOTAL:									\$0.00
OPERATING MARGIN:								10%	\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):								1.28%	\$0.00
TOTAL SECTION D:									\$0.00
SECTION E: ENVIRONMENTAL									
1. ADEM PERMITTING									\$0.00
2. COE 404 PERMITTING									\$0.00
3. ENVIRONMENTAL ASSESSMENT									\$0.00
4. WETLAND DELINEATION SURVEY									\$0.00
TOTAL SECTION E:									\$0.00
SECTION F: RESIDENT PROJECT REPRESENTATIVE									
CALENDAR DAY CONTRACT									
1. RESIDENT PROJ. REPS		DAYS @	8	HRS @	\$33.87 / HR =		\$0.00		
DIRECT LABOR TOTAL SECTION F:							\$0.00		
COMBINED OVERHEAD:						206.25%	\$0.00		
2. AUTO EXPENSES		DAYS @	70	MILES/DAY @	\$0.560		\$0.00		
3. PER DIEM		DAYS @	\$11.25 / DAY =			\$0.00			
EXPENSES TOTAL SECTION F:							\$0.00		
SUBTOTAL:									\$0.00
OPERATING MARGIN:								10%	\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):								1.28%	\$0.00
TOTAL SECTION F:									\$0.00
TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)									\$0.00
GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services)									\$88,697.00

ADDITIONAL PROJECT EXPENSES (IF REQUIRED)									
1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF \$250,000 OR MORE)									\$0.00
2. NEWSPAPER ADVERTISING									\$0.00
3. PAVEMENT ANALYSIS AND TESTING									\$0.00
4. GEOTECHNICAL EVALUATION									\$0.00
5. CONSTRUCTION TESTING									\$0.00
TOTAL ADDITIONAL PROJECT EXPENSES:									\$0.00

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 04/02/2022

Item Title: Tennessee Aeronautics Division Pavement Maintenance Project

Department: Airport

Presented by: Chad Gehrke, Airport 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

Approve Agreement with TDOT Division of Aeronautics to allow their contractor access to the Airport for pavement maintenance.

Staff Recommendation

Approve Maintenance Agreement with TDOT.

Background Information

TDOT-Division of Aeronautics is conducting a state-wide airport maintenance project applying crack fillers, seal coating, and painting the paved areas requiring this maintenance. The Airport is one of 21 airports receiving this improvement during the summer of 2022. The project is 100% state funded. The majority of the airport's paved surfaces will be addressed this year. The exceptions are Runway 18-36, Taxiway A, and the T-hangar apron. These exceptions will be addressed in a project slated for 2024.

Council Priorities Served

Responsible Budgeting

Inspection and maintenance of City infrastructure is required to protecting the community's investment in these critical assets.

Operational Issues

Airport construction inherently entails operational disruption. The Airport Staff is coordinating this project with the airport's commercial operators including MTSU.

Fiscal Impacts

None. The cost of the maintenance is 100% state funded.

Attachments:

Maintenance Agreement with Airport Sponsor

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

MAINTENANCE AGREEMENT WITH AIRPORT SPONSOR

THIS AGREEMENT is made and entered into by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department"), and CITY OF MURFREESBORO (hereinafter called the "Sponsor").

W I T N E S S E I H:

WHEREAS, the Department is authorized to expend funds for furthering the purposes of aeronautics as provided in Tenn. Code Ann. §§ 4-3-2303, 42-2-218 and 67-6-103(b)(1); and

WHEREAS, the Department desires to assist the Sponsor by performing certain maintenance and safety activities on an airport within the jurisdiction of the Sponsor (the "Project"); and

WHEREAS, the Sponsor, in recognition of the benefits to be received from the Project, desires to cooperate with the Department such that the Project may be performed by the Department and maintained by the Agency in accordance with applicable law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide for performance of the Project as described below.

SECTION 1: The Project to be performed is described as follows:

AIRFIELD PAVEMENT AND MARKINGS MAINTENANCE

SECTION 2: The Sponsor is the owner of the property upon which the Project is to be performed. The Sponsor agrees that the Department and its contractor(s) shall be permitted to enter upon Sponsor's property for the purpose of performing the Project. The Sponsor understands and agrees that it shall be solely responsible for and pay all costs associated with maintenance of the completed Project.

SECTION 3 The Sponsor shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the completed Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, and all applicable laws.

SECTION 4: The Sponsor agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Sponsor to comply with this provision shall constitute a material breach of this Agreement and subject the Sponsor to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Sponsor 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 Agreement. The Sponsor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies by reason of this Agreement.

SECTION 7: Where applicable, the Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Sponsor 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 Agreement or in the employment practices of the Sponsor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Sponsor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Sponsor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Sponsor warrants that no 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 Sponsor in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

Date

By: _____

**Joseph Galbato III
Commissioner**

Date

Title: _____

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

Sponsor Attorney

Date

By: _____

**John H. Reinbold
General Counsel**

Date

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Amendment to Kimley-Horn Agreement for Patterson Park Master Plan

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant 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

Request to amend agreement for continued work by Kimley-Horn and Associates for Patterson Park Master Plan.

Staff Recommendation

Approve amendment to agreement.

Background Information

In coordination with the MLK Grant cycle, Parks and Recreation has been awarded two consecutive years of funding to address master planning for the campus of Patterson Park. In 2021 the City entered into an agreement with Kimley-Horn for the first phase of this project. A final design concept was submitted through a series of community focus groups to create a campus that will be vibrant and inclusive for the community. The City was awarded this grant for the second consecutive year, and Patterson staff would like to focus on the next phase of the master plan, which will be signage concepts and design.

Council Priorities Served

Establish strong City brand

Amendment will allow the continuation of the master plan, specifically addressing signage design.

Operational Issues

The additional amendment will add to the original agreement of \$24,800, increasing the project cost to above the \$25,000 limit.

Fiscal Impact

The amendment total is \$18,600 and will be paid from the awarded MLK Grant for 2022. The initial agreement was also paid from the awarded MLK Grant for 2021.

Attachment

Amendment 1 to Kimley-Horn and Associates, Inc., Agreement

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated December 16, 2021 to the agreement between the City of Murfreesboro ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated August 11, 2020 ("the Agreement") concerning Patterson Park (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 4 – Project Coordination and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 4.1 – Focus Group Meetings

Kimley-Horn will attend up to three (3) focus group meetings. We anticipate the first one being a kickoff design charrette to facilitate dialogue of preferred design ideas. The second is anticipated to review the draft sign concepts. The third is anticipated to be the presentation of the final sign designs.

Task 5 – Signage Design

Task 5.1 Sign Concepts

The Consultant will provide up to two (2) hand sketch options for the playground archway entrance sign and up to two (2) hand sketch options for the historical sign frames. These will depict the sign elevations and proposed materials.

Task 5.2 Signage Concept Review Meeting

Kimley-Horn will attend one (1) meeting to discuss the signage concepts with the Client. The Client will provide a consolidated list of comments on the preferred signage designs.

Task 5.3 Sign Construction Plans

The Consultant will provide a plan sheet noting the proposed locations of the one (1) playground entrance archway sign and the one (1) historical site sign. The Consultant will also provide a sign detail sheet that will depict one (1) typical elevation detail of the playground entrance sign and one (1) for the historical sign showing dimensions and materials to be used by the Contractor for construction.

Task 5.4 Historical Sign Panel

The Client will provide the Consultant with all text and photo content to be included in one (1) historical sign panel design. The Consultant will create a draft layout to send to the Client for review. The Client will provide a single consolidated list of edits. The Consultant will provide the final sign panel in a graphic file format for the Contractor to use for production. Additional sign panel graphics beyond the one (1) in this scope can be provided as an Additional Service.

For the services set forth above, Client shall pay Consultant the following compensation:

Task 4 – Project Coordination and Meetings	\$ 6,700
Task 5 – Signage Design	\$11,900
Total Lump Sum Fee	\$18,600

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

CLIENT:

CITY OF MURFREESBORO, TENNESSEE

By: _____

Title: Mayor

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Christopher D. Rhodes, P.E.

Title: Vice President

Date: December 16, 2021

APPROVED AS TO FORM:

Adam F. Tucker

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Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: McFadden Basketball Court Fencing

Department: Parks and Recreation

Presented by: Thomas Laird, Assistant 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

Premier Fence Agreement for McFadden Basketball Court Fencing.

Staff Recommendation

Approve Premier Fence Agreement.

Background

Increased participation in basketball leagues, after-school programs, and pickle-ball has led to a need for additional court space at McFadden Community Center. The center is also home to summer camps and a variety of leagues, rentals, and special events that will utilize the new outdoor space. The project is multipurpose outdoor court space and will include an art project to be completed with the after-school program students.

Council Priorities Served

Responsible budgeting

The Outdoor Basketball Court will be bid in phases to give industry specific subs the ability to bid on the project.

Maintain Public Safety

Fencing is needed to ensure the safety of participants. Commercial grade fencing will be installed around the new court.

Fiscal Impact

The cost of Phase 1 of the project, \$30,308, is funded by FY21 Capital Budget.

Attachment

Premier Fence Agreement

**Agreement
for
Installation of Fencing around McFadden Community Center
Basketball Court**

This Agreement is entered into and effective as of the ____ day of _____ 2022, ("Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Premier Fence, LLC**, a Limited Liability Company of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-31-2022 – McFadden Basketball Court Project- Phase 3: Fencing, issued February 22, 2022 (the "Solicitation");
- Contractor's Proposal dated March 15, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal dated March 15, 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.

Scope of Work. Contractor shall provide the City with the installation of new fencing around the McFadden Community Center Basketball Court at 211 Bridge Avenue, Murfreesboro, TN in accordance with the Contractor's Proposal dated March 15, 2022, and the City ITB dated February 22, 2022, and Price Proposal.

a. Supervision and Superintendence of Work.

- i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
- ii. Contractor will keep a competent superintendent on the work site at all times during work progress. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

b. Labor, Materials, and Equipment.

- i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal dated March 15, 2022. The Contractor will at all times maintain good discipline and order at the site.
- ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work. Prior to the start of

the work, the Contractor shall submit to the Owner, the name of the manufacturer and types of material to be used to complete the various items of work in this contract. Included with these submittals shall be all applicable technical data.

- iii. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- c. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- d. Use of Premises.
 - i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 - ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- e. Mobilization. Mobilization consists of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. The subsequent demobilization and removal from the site of equipment, supplies, etc., upon completion of the work shall be included in this item. Mobilization costs shall be included in the costs submitted within the bid.
- f. Safety and Protection.
 - i. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Particular attention is to be directed to the requirements for fall protection, protective footwear, protective head gear (hard hats), and eye and face protection equipment (safety goggles or safety eyeglasses) as needed on each task. The Contractor shall ensure that their entire work force, including employees, agents, and subcontractors, comply fully with all applicable rules of OSHA and Safety requirements of the City of Murfreesboro. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the work and other persons who may be affected thereby,
 - 2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - 3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement during the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for

safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- ii. Contractor will designate a competent and responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- g. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- h. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish, decking, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
- i. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- j. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
- k. Hours of Work. The Contractor shall have the option to work from 7:00 a.m. to 7:00 p.m. Monday-Sunday except as may otherwise be authorized by the Owner. The contract can choose their actual schedule within the time frames listed.

2. **Term.** The term of this Contract shall be 60 days from issuance of Notice to Proceed. The Contractor shall notify the Owner of the starting date a minimum of seven days prior to starting work. Contractor's performance may be terminated in whole or in part:

- i. Upon 30-day prior notice, for the convenience of the City.
- ii. 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.
- iii. 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.

- iv. 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.
 - v. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** The price for the goods and other services to be provided under this Agreement is set forth in the Proposal dated March 15, 2022, which reflects a total price of **Thirty Thousand Three Hundred and Eight Dollars and No Cents (\$30,308.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be submitted 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. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure,

regardless of any language in any attachment or other document that Contractor may provide.

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

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- a. Procure for the City the right to continue using the products or services.
- b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	Premier Fencing, LLC
City of Murfreesboro	Attn: Adam Davis
111 West Vine Street	1354 W College Street
Murfreesboro, TN 37130	Murfreesboro, TN 37129
	adam@premierfencetn.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 and below.

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

CITY OF MURFREESBORO

PREMIER FENCE, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By:  _____
Adam Davis, Managing Member

APPROVED AS TO FORM:

DocuSigned by:
 _____
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Donation of Tactical Body Armor and Helmets

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Donation of tactical body armor and helmets to Blount County Law Enforcement Training Academy (BCLETA).

Staff Recommendation

Approve the donation of used tactical body armor and helmets to Blount County LETA.

Background Information

MPD has body armor and helmets no longer being used due to their age. MPD assists other law enforcement agencies by donating its out-of-date equipment for training purposes. BCLETA can use this equipment in training classes at the academy.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

1. Surplus Property Disposal Forms
2. Hold Harmless Agreements

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police DepartmentShort description of surplus property Expired Level II & Level III Body Armor x 43

Check the proposed method of disposal.

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

Describe the Surplus Property

Approximate age	<u>2013-2016</u>	Estimated original cost	<u>\$1,500</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ 225 00</u>
Law Enforcement Restricted ?	<u>YES</u>		

Condition of surplus property

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection FormIf **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model and Serial Number as appropriate:GA Level III Body Armor x 33 mostly from 2016, expired 2021ABA Level II x 1, expired 2013PACA Level III x 4 expired 2007

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

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

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

Signed

(Department Head)

3-17-2022

Date

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

Signed

(Fixed Assets Manager)

3-23-2022

Date

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

Signed

(City Manager or Assist City Manager)

3-29-2022

Date

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

**CITY OF MURFREESBORO
DONATION OF BODY ARMOR**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of body armor by the City of Murfreesboro ("City") to the BLOUNT COUNTY LETA,

THE CITY AND BLOUNT COUNTY LETA MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the body armor by the City to the BLOUNT COUNTY LETA and the use of the body armor by the BLOUNT COUNTY LETA for whatever purposes the BLOUNT COUNTY LETA may use them.

The BLOUNT COUNTY LETA agrees to hold the City harmless in the event any claim is made against it arising from the BLOUNT COUNTY LETA's ownership or use or failure to use the body armor.

In executing this Release and Hold Harmless Agreement the BLOUNT COUNTY LETA acknowledges: (1) that the City has owned, maintained, and/or used the body armor for multiple years; (2) that the body armor has a five-year manufacturer's warranty and some of the body armor may be outside the manufacturer's five-year warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the body armor for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the body armor; and (4) the City is providing the body armor on an "as is" basis to the BLOUNT COUNTY LETA.

The BLOUNT COUNTY LETA shall be solely responsible for determining whether to use said body armor for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: 

Craig Tindall, City Manager

**BLOUNT COUNTY LAW ENFORCEMENT TRAINING
ACADEMY**

By: _____

Printed: _____

Title: _____

Approved as to form:


Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police DepartmentShort description of surplus property Helmets x 20

Check the proposed method of disposal

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom?	_____
Donate	<input checked="" type="checkbox"/>	To whom? <u>Blount City</u>	Estimated value <u>30</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property

Approximate age	<u>2001</u>	Estimated original cost	<u>\$550</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ 30.00</u>
Law Enforcement Restricted?	<u>YES</u>		

Condition of surplus property

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

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

Riot Helmets x 20, used some very dirty, some with face shields

Helmets expirations range from 2006 to 2011 from Premier Crown Corp.

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

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

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

Signed

(Department Head)

Date

3-17-2022

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

Signed

(Fixed Assets Manager)

Date

3-23-2022

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

Signed

(City Manager or Assistant City Manager)

Date

3-29-22

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

**CITY OF MURFREESBORO
DONATION OF FIELD FORCE HELMETS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force helmets by the City of Murfreesboro ("City") to the BLOUNT COUNTY LETA,

THE CITY AND BLOUNT COUNTY LETA MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the field force helmets by the City to the BLOUNT COUNTY LETA and the use of the field force helmets by the BLOUNT COUNTY LETA for whatever purposes the BLOUNT COUNTY LETA may use them.

The BLOUNT COUNTY LETA agrees to hold the City harmless in the event any claim is made against it arising from the BLOUNT COUNTY LETA's ownership or use or failure to use the field force helmets.

In executing this Release and Hold Harmless Agreement the BLOUNT COUNTY LETA acknowledges: (1) that the City has owned, maintained, and/or used the helmets for multiple years; (2) that the helmets may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the helmets for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the helmets; and (4) the City is providing the helmets on an "as is" basis to the BLOUNT COUNTY LETA.

The BLOUNT COUNTY LETA shall be solely responsible for determining whether to use said helmets for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____

Craig Tindall, City Manager

**BLOUNT COUNTY LAW ENFORCEMENT TRAINING
ACADEMY**

By: _____

Printed: _____

Title: _____

Approved as to form:

Adam F. Tucker, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/17/2021

Item Title: Approval for City-wide Car Wash Services

Department: Purchasing

Presented by: Cathy Smith

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

Approval of contracts for car wash services with Dennis Auto Wash and Otto's Enterprise, Inc.

Staff Recommendation

Approval of contracts for car wash services.

Background Information

The Police Department frequently uses local car washes to maintain their patrol cars and other City vehicles. Other departments within the City have expressed the need for these services. Purchasing issued an ITB for car wash services for City vehicles on March 8, 2022, with the intent on awarding more than one vendor for these services. Dennis Auto Wash dba Smith Brothers and Otto's Enterprise were the two lowest bidders for car wash services for City vehicles.

Council Priorities Served

Responsible Budgeting

Maintaining City vehicles increases the life of the vehicles.

Fiscal Impact

Each department will pay for these services out of their department budget. Previously, the Police Department's expenditures for car wash services were approximately \$15,000-\$20,000 per year.

Attachments

Contract with Dennis Auto Wash

Contract with Otto's Enterprise

Agreement for Car Wash Services for City 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 **Dennis Auto Wash, LLC.**, DBA **Murfreesboro Smith Brothers Car Wash**, a Limited Liability Corporation of the state of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-41-2022 - Car Wash Services for City Vehicles issued 03/24/2022 (the "Solicitation");
- Contractor's Proposal, dated 03/24/2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/24/2022 (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.

Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-41-2022 – Cash Wash Services for City Vehicles."

2. Term.

The term of this Agreement commences on the Effective Date and expires three (3) years from effective date, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. **Payment and Delivery.**

The price for the services and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal (**Exhibit A**). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice** The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

4. **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.

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, 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. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by

Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to Contractor:
Willie Dennis
Dennis Auto Wash, LLC.
1103 Memorial Blvd.
Murfreesboro, TN 37129
Smithbrothersboro1958@gmail.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, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor will also be required to acknowledge 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 shall specifically acknowledge and agree as follows:

- (1) 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.
- (2) 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.
- (3) 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.”.
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 and below.

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

City of Murfreesboro, Tennessee

Dennis Auto Wash, LLC.

By: _____
Shane McFarland, Mayor

By: _____
Willie Dennis, Owner

Approved as to form:

Adam F. Tucker, City Attorney

Agreement for Car Wash Services for City 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 **Otto's Enterprise, Inc.**, a corporation of the state of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-41-2022 - Car Wash Services for City Vehicles issued 03/24/2022 (the "Solicitation");
- Contractor's Proposal, dated 03/24/2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/24/2022 (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.

Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-41-2022 – Cash Wash Services for City Vehicles."

2. Term.

The term of this Agreement commences on the Effective Date and expires three (3) years from effective date, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal (Exhibit A). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice** The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

4. 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.

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. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to

effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to Contractor:
Otto Diaz
Otto's Enterprise, Inc.
1822 East Northfield Blvd.
Murfreesboro, TN 37130
ottodiaz@comcast.net

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, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor will also be required to acknowledge 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 shall specifically acknowledge and agree as follows:

- (1) 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.
 - (2) 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.
 - (3) 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.”.
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 and below.

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

City of Murfreesboro, Tennessee

Otto's Enterprise, Inc.

By: _____
Shane McFarland, Mayor

By: _____
Otto Diaz, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Use of Competitive Sealed Proposals for ARPA Grant Funds Financial Consulting Services

Department: Purchasing/Finance/Administration

Presented by: Cathy Smith, 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

Approval to use Request for Competitive Sealed Proposals (RFCSP) for professional consultant services to assist the City with the administration of ARPA grant funds.

Staff Recommendation

Approve the use of the RFCSP process for procurement of professional financial consultant services.

Background Information

It is anticipated that the City of Murfreesboro will receive \$24.6 million in ARPA (American Rescue Plan Act) funds. Since spending this money comes with strict federal guidelines, staff would like to have a professional financial consultant assist with oversight of spending these funds. The consultant will advise the City on complying with ARPA requirements, as well as services related to the management, tracking, and reporting of ARPA funds. The consultant's role will also be to provide strategic recommendations, verify eligibility, provide guidance, and review the City's processes with respect to ARPA compliance.

Pursuant to state statute, Council approval is required to use the RFCSP process for procurement of these services.

Council Priorities Served

Responsible budgeting

Professional oversight will ensure ARPA funds are spent within federal guidelines and prevent non-compliance findings, allowing for the best use of these grant funds by the City.

Fiscal Impacts

The fees charged by this consultant will be paid from ARPA grant funds.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Use of Competitive Sealed Proposals for IT Consultant Services

Department: Purchasing/IT Department

Presented by: Cathy Smith, 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

Using Request for Competitive Sealed Proposals (RFCSP) for a consultant to assist the Information Technology Department will assure a high level of expertise for these services are secured.

Staff Recommendation

Approve the use of RFCSP process for procurement of technology consultant services.

Background Information

Staff proposes the retention of a technology consultant with government experience to enhance existing staff abilities for ongoing projects. The City is currently benefiting from the use of consulting services. It is anticipated that these services may exceed \$25,000 next fiscal year. An RFCSP would allow for a qualification-based bid process for this service.

Council Priorities Served

Responsible budgeting

Having a consultant that is experienced in government procedures, requirements, and restrictions enhances current IT staff expertise to provide a higher level of service to City employees.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Use of Competitive Sealed Proposals for Low-Voltage Communication Cabling Services

Department: Purchasing/IT Department

Presented by: Cathy Smith, 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

Using Request for Competitive Sealed Proposals (RFCSP) for a vendor to assist the Information Technology Department with low-voltage communication cabling allows for a qualification-based selection for these services.

Staff Recommendation

Approve the use of RFCSP process for this procurement.

Background Information

Staff desires to contract with a vendor to assist with installation and maintenance of low voltage communication cabling for connectivity enhancement. This vendor will be the primary source for installation and design for upcoming City projects. Because there are many variables to consider when choosing a vendor, a qualifications-based method of procurement allows staff to contract with a vendor that will best benefit the City.

Council Priorities Served

Responsible budgeting

Having a single vendor for the installation and maintenance of our communication cabling saves staff time and money and ensures all work is done by technicians with appropriate qualifications and experience.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

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

Pursuant to the City Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year. Costs are appropriately budgeted.

Attachments

Asphalt Purchases Report

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2022

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/20	DH	Vulcan	307-BM	\$58.39	18.60	\$1,086.05	\$1,086.05
7/20	DH	Vulcan	307-BM	\$58.39	18.38	\$1,073.21	\$2,159.26
7/20	DH	Vulcan	307-BM	\$58.39	18.56	1,083.72	\$3,242.98
7/20	DH	Vulcan	307-BM	\$58.39	18.27	1,066.79	\$4,309.77
7/26	DH	Hawkins	411- E	\$66.50	18.70	1,243.55	\$10,074.44
7/26	DH	Hawkins	307-BM	\$59.00	13.60	802.40	\$10,876.84
8/10	DH	Vulcan	411-E	\$67.35	13.66	920.00	\$11,796.84
8/10	DH	Vulcan	Cold Mix	\$83.00	17.58	1,459.14	\$13,255.98
8/17	DH	Vulcan	307-BM	\$58.51	10.72	627.23	\$13,883.21
9/7	DH	Vulcan	Cold Mix	\$83.00	18.25	1,514.75	\$15,397.96
10/15	DH	Hawkins	411-E	\$66.50	16.48	1,095.92	\$16,493.88
10/20	DH	Hawkins	307-BM	\$62.75	16.69	1,047.30	\$17,541.18
11/30	DH	Hawkins	307-BM	\$60.00	22.34	1,340.40	\$18,881.58
11/30	DH	Hawkins	307-BM	\$60.00	19.28	1,156.80	\$20,038.38
11/30	DH	Hawkins	307-BM	\$60.00	17.25	1,035.00	\$21,073.38
11/30	DH	Hawkins	307-BM	\$60.00	20.26	1,215.60	\$22,288.98
11/30	DH	Hawkins	307-BM	\$60.00	19.00	1,140.00	\$23,428.98
11/30	DH	Hawkins	411-E	\$67.50	17.31	1,168.43	\$24,597.41
11/30	DH	Hawkins	307-BM	\$65.00	22.37	1,454.05	\$26,051.46
11/30	DH	Hawkins	307-BM	\$65.00	19.89	1,292.85	\$27,344.31
11/30	DH	Hawkins	307-BM	\$65.00	22.86	1,485.90	\$28,830.21
11/30	DH	Hawkins	307-BM	\$65.00	17.69	1,149.85	\$29,980.06
11/30	DH	Hawkins	307-BM	\$65.00	3.06	198.90	\$30,178.96
12/13	DH	Hawkins	307-BM	\$60.50	21.02	1,271.71	\$31,450.67
12/13	DH	Hawkins	411-E	\$68.25	14.47	987.58	\$32,438.25
12/18	DH	Hawkins	411-E	\$68.25	17.62	1,202.57	\$33,640.82
12/18	DH	Hawkins	411-E	\$68.25	3.54	241.61	\$33,882.43
12/28	DH	Hawkins	307-BM	\$60.50	18.00	1,089.00	\$34,971.43
12/28	DH	Hawkins	307-BM	\$60.50	13.77	833.09	\$35,804.52
12/29	DH	Hawkins	307-BM	\$60.50	15.84	958.32	\$36,762.84
1/31	DH	Hawkins	Cold Mix	\$115.00	20.00	2,300.00	\$39,062.84
1/31	DH	Hawkins	411-E	\$68.25	11.80	805.35	\$39,868.19

2/18	DH	Hawkins	307-BM	\$60.75	11.91	723.53	\$40,591.72
2/18	DH	Hawkins	307-BM	\$58.00	20.29	1,176.82	\$41,768.54
2/18	DH	Hawkins	Cold Mix	\$115.00	11.75	1,351.25	\$43,119.79

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$65.00	\$75.00	\$59.00	\$66.50	\$58.39	\$67.35	
Aug	\$65.00	\$75.00	\$59.00	\$69.00	\$57.85	\$67.51	
Sep	\$65.00	\$75.00	\$59.00	\$66.50	\$57.81	\$67.46	
Oct	\$65.00	\$75.00	\$59.00	\$69.00	\$57.81	\$67.46	
Nov	\$65.00	\$75.00	\$60.00	\$67.50	\$57.81	\$67.46	
Dec	\$65.00	\$75.00	\$60.50	\$68.25	\$60.50	\$69.50	
Jan	\$65.00	\$75.00	\$60.50	\$68.25	\$60.50	\$69.50	
Feb	\$65.00	\$75.00	\$60.75	\$68.75	\$0.00	\$0.00	
Mar	\$65.00	\$75.00	\$61.50	\$70.50	\$63.70	\$73.76	
Apr	\$65.00	\$75.00					
May	\$65.00	\$75.00					
Jun	\$65.00	\$75.00					

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Granular Activated Carbon First Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Extend the existing contract for granular activated carbon (GAC) media bid used in water treatment.

Staff Recommendation

Approve the contract's first amendment with Calgon Carbon Corp. for granular activated carbon media.

Background Information

Granular activated carbon (GAC) media is used in the water treatment process to remove disinfection by-products, total organic carbon compounds, pharmaceutical and personal care products, taste and odor compounds, and other organic and inorganic compounds. The water treatment plant has four GAC contactors used in the treatment process. The Department changes media in one contactor per year, unless unusual circumstances exist.

On January 18, 2021, the City released and advertised for bid to provide GAC media for the Stones River Water Treatment Plant. Calgon Carbon Corporation bid of \$122,840 was the low bidder. MWRD would like to extend the contract with its first amendment. This amendment will start July 1, 2022, and is good through June 30, 2023, at which time it may be renewed up to two additional one-year terms.

Council Priorities Served

Responsible budgeting

MWRD evaluates the condition and lifespan of materials and budgets responsibly to ensure reliable operation of facilities.

Maintain public safety

MWRD ensures that facilities are properly maintained to provide quality water to its customers.

Fiscal Impact

The cost for removing the existing GAC media, cleaning the contactor, and replacing the GAC media, \$122,840. If approved, it would be funded in the FY23 capital budget.

Attachments

First Amendment with Calgon Carbon Corporation

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
CALGON CARBON CORPORATION**

This First Amendment ("First Amendment") to the Contract, entered into July 1, 2021 ("Contract"), is effective as of this day _____, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Calgon Carbon Corporation, a corporation of the State of Delaware ("Contractor").

RECITALS

WHEREAS, on July 1, 2021 the City entered into the Contract with Contractor for the purchase and replacement of Granular Activated Carbon Media at the stated amount of \$122,840 for the City's Water Resources Department; and,

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

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract for up to three (3) additional terms; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional term to begin on July 1, 2022 and end on June 30, 2023. The City and Contractor each individually and collectively represent and acknowledge that this renewal constitutes the first of three possible renewals of the Contract.

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

CITY OF MURFREESBORO

CALGON CARBON CORPORATION:

By: _____
Shane McFarland, Mayor

By: _____
Jeremy J. Jones, DWS Project Manager

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-03

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Task Order for Water/Wastewater Mechanical/Electrical Services Contract to replace the check valves at Pump Station#10 (Thompson Lane).

Staff Recommendation

Approve Task Order 22-03 for Water/Wastewater Mechanical/Electrical Services Contract.

Background Information

Task Order 22-03 includes furnishing all materials and labor to replace two check valves. The packing and flapper arms are worn out which has caused the valves to develop a slow leak. These valves have been in service for roughly 20 years.

Council Priorities Served

Responsible budgeting

MWRD is practicing responsible budgeting through utilization of existing contract.

Maintain public safety

MWRD ensures that equipment is properly maintained to sustain efficient flow.

Fiscal Impact

The total fiscal impact to initiate this task order is \$26,966 with funds from the Department's working capital reserves account.

Attachments

JBS Task Order 22-03



TASK ORDER NO. #22-03

March 9, 2022

BETWEEN

JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water Resources Department

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2021 thru June 6, 2022*
(*new contract rates used for this project based on lead time of valves)

FOR

Thompson Lane Pump Station Check Valve Replacement Project

Task Order No. 22-3

Thompson Lane Check Valve Replacement

BACKGROUND

JBS has been asked to provide a task order estimate for the replacement of two (2) 8x12 reducing check valves at the Thompson Lane Pump Station. Pricing assumes that the existing isolation valves will hold sufficiently to replace the check valves.

Lead time of the valves is currently 14-16 weeks.

SCOPE OF WORK

Labor and materials by JBS to replace two check valves as described above.

FISCAL IMPACT

Thompson Ln. 8x12 Check Valves (x2)			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	8	\$85.00	\$680.00
Project Mgr (OT)		\$125.00	\$0.00
Superintendent (RT)		\$80.00	\$0.00
Superintendent (OT)		\$115.00	\$0.00
Pipefitter/Welder (RT)	43	\$68.00	\$2,924.00
Pipefitter/Welder (OT)		\$102.00	\$0.00
Expediter/Delivery (RT)		\$3.5.00	\$0.00
Expediter/Delivery (OT)		\$52.00	\$0.00
Machine Shop Millwright (RT)	80	\$78.00	\$6,240.00
Machine Shop Millwright (OT)		\$117.00	\$0.00
HVAC/PJb Service Tech (RT)		\$78.00	\$0.00
HVAC/Plb Service Tech (OT)		\$117.00	\$0.00
Laborer - Skilled (RT)	3	\$50.00	\$150.00
Laborer - Skilled (OT)		\$75.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$16.00	\$0.00
Power Threader		\$12.00	\$0.00
Mini/Midi .Hamm.er		\$10.00	\$0.00
Variable Reach Forklift		\$28.00	\$0.00
Pickup Truck	63.	\$17.00	\$1,071.00
Scissor Lift		\$20.00	\$0.00
Skid Steer		\$26.00	\$0.00
Boom Man Lift		\$30.00	\$0.00
Cat 420D Backhoe		\$3.5.00	\$0.00
Street Plate		\$7.00	\$0.00

Materials & Subcontractors		
2ea Kennedy Check Valves 8x12	Ferguson	\$13,855.40
Flange Packs, Misc. Material	Ferguson	\$600.00
Markup on Material & Subcontractors	10.00%	\$1,445.54

TOTAL ESTIMATE**\$26,965.94**

Contractor:

John Bouchard and Sons Company

By:

Name: David Proctor

Title: Project Manager

Date: 2/2/22

City:

City of Murfreesboro

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

Approved as to Form: _____

Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
 Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
 Murfreesboro, TN 37130

Phone number .

Fax number 615-896-4259

Company Contact.

-

E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Cherry Ln. Pump Station Study-CIA Engineering Proposal

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

An engineering proposal from CIA to re-study the eastern most proposed sewer pump station (SPS) along Cherry Ln to determine if the redesign of this station would be more beneficial to the sewer system and less costly than the Northeast Regional Pump Station (NERPS) currently under design by SSR.

Staff Recommendation

Approve of the engineering task order from CIA.

Background Information

CIA is under contract to design the improvements necessary to serve the sewer basin encompassed with Phase 2 of Cherry Lane. This design work is fairly complete, however, is awaiting a final design of the roadway. The sewer master plan for Cherry Lane entails three SPS's. The gravity lines and sewer forcemains are to be built with the roadway and the SPS's will be built at a later date once development along the roadway occurs. The original design of the eastern most SPS located at the intersection of Cherry Lane & Old Cherry Lane was to abandon the Caroline Farms Subdivision SPS and was to discharge along Thompson Lane. The middle and western SPS's were to discharge into the Overall Creek SPS.

On a separate path and to serve the eastern portions of Murfreesboro SSR is under contract to design the NERPS. The design would abandon three SPS's that would discharge at the WRRF and free up capacity along Thompson Lane as well as Sinking Creek Interceptor.

In January, SSR presented an updated cost estimate to staff based on recent costs of materials and construction. This updated cost estimate of the NERPS, gravity sewer and sewer forcemain was ~\$40M, which was an increase from the previous estimate of ~\$20M. It is this increase coupled with the small amount of developable land in the Basin upstream of the NERPS, staff felt compelled to study another alternative to reduce sewer flows to Thompson Ln and the Sinking Creek Interceptor.

Staff is requesting CIA to go back and re-visit the design of the eastern most SPS along Cherry Lane to determine if the existing SPS's in the area, could be re-routed to the eastern most proposed SPS and discharge to the WRRF, instead of Thompson Ln, to alleviate the possible need for future upgrades to the VA and Thompson Ln SPS's as well as the Sinking Creek Interceptor.

Council Priorities Served

Responsible budgeting

This study will allow comparison between the two SPS's designs and give staff the information necessary to be responsible in deciding which alternative is best for the sewer system coupled with Murfreesboro's future growth.

Improve economic development

Designing the proper size of the sewer infrastructure along the Cherry Ln from its inception will allow this corridor development in a manner that will bring economic benefit to the City.

Expand infrastructure

The sewer and repurified water infrastructure with the Cherry Ln corridor will comprise of new gravity sewer, SPS's, sewer forcemains as well as repurified water.

Fiscal Impact

The Engineering proposal is in an amount not to exceed \$35,000. Staff recommends the engineering design be funded from the Department's working capital reserves account.

Attachments

1. Engineering Proposal from CIA
2. NERPS & Cherry Lane Overall Exhibit

March 18, 2022

Ms. Valerie Smith, PE
Assistant Director
Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro TN 37130

RE: Proposed Cherry Lane East Sewage Pump Station Study – Engineering Fee Proposal
Study Purpose: Remove flows from the Thompson Lane area and re-direct them to the WRRF Force Main.

Dear Valerie:

Thank you for the opportunity to submit a proposal for the above referenced project. Below is a summary of the anticipated tasking and a fee estimate for the needed study.

Proposed Study Components:

- Analyze existing and future flows from Thompson Lane area.
- Re-size Cherry Lane East SPS and FM to accept additional flow.
- Analyze re-routing 4 existing SPS's to the Cherry Lane Gravity sewer and Cherry Lane East SPS.
- Report Preparation, including preliminary plans, profiles, and design parameters for pricing.

Estimated Engineering fee: Not to exceed - \$35,000

Should any other additional services be required, our standard hourly rates are as follows:

Senior Engineer..... \$175/hr.

Engineering Technician/CADD..... \$100/hr.

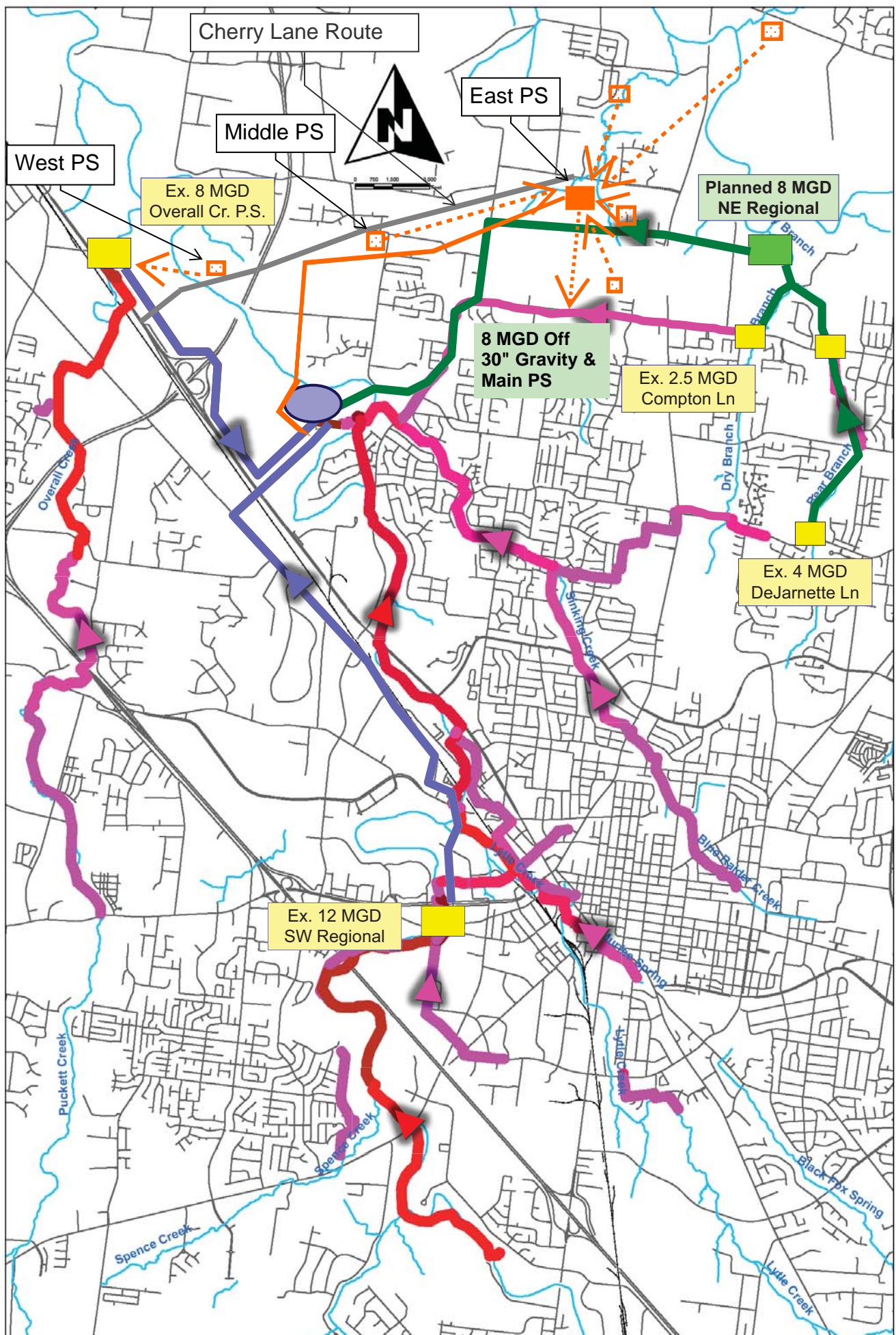
Should you need any clarification or have any questions, please feel free to contact me.

Sincerely,

CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Linda Sullivan, PE
Senior Civil Engineer, President



COUNCIL COMMUNICATION

Meeting Date: 4/7/2022

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

March 9, 2022 (Regular Meeting)
March 17, 2022 (Regular Meeting)

March 9, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, March 9, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

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

Vice-Mayor Scales Harris arrived late to the meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Jennifer Brown, City Recorder/
Finance Director
David Ives, Deputy City Attorney
Darren Gore, Assistant City Manager
Gary Whitaker, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
Sam Huddleston, Executive Director/
Development Services
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Nate Williams, Parks and Recreation Director
Randolph Wilkerson, Employee Services Director
Russell Gossett, Solid Waste Director
Trey Adams, Golf Director
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated March 9, 2022 here with regards
to Golf Course Renovation for Old Fort Golf Club.)

Mr. Trey Adams, Golf Director, presented the request to approve the Agreement with Watermark Golf/Nathan Crace Design, in the amount of \$54,000 plus travel expenses, funded by reallocated Bond proceeds, for consultant services related to the renovation of the Old Fort Golf Course.

Mr. Shacklett made a motion to approve the Agreement with Watermark Golf/Nathan Crace Design, in the amount of \$54,000 plus travel expenses, funded by reallocated Bond proceeds, for consultant services related to the renovation of the Old Fort Golf Course. Mr. Wade 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 March 9, 2022 here with regards
to Chlortec Hypochlorite Cell Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve the sole source-purchase with De Nora Water Technologies, LLC, in the amount of \$64,496, funded by the Department's Working Capital Reserves, for replacement of a Chlortec Hypochlorite Cell.

Mr. Wade made a motion to approve the sole source-purchase with De Nora Water Technologies, LLC, in the amount of \$64,496, funded by the Department's Working Capital Reserves, for replacement of a Chlortec Hypochlorite Cell. 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 March 9, 2022 here with regards to Overall Creek Pump Station Expansion Award of Contract.)

Vice-Mayor Scales Harris arrived during the presentation of this item.

Mr. Darren Gore, Assistant City Manager, presented the request to award the Construction Contract to Blakey Construction Services, LLC, in the amount of \$4,963,947, funded by the Department's Working Capital Reserves, for expansion of the Overall Creek Pump Station.

Council discussed with staff bids coming in over the estimated cost amount and the increase in construction costs due to the current construction cost market and shortages.

Mr. LaLance made a motion to award the Construction Contract to Blakey Construction Services, LLC, in the amount of \$4,963,947, funded by the Department's Working Capital Reserves, for expansion of the Overall Creek Pump Station. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 9, 2022 here with regards to SRWTP Switchgear Improvements Bid Award.)

Mr. Darren Gore, Assistant City Manager, presented the request to award the Construction Contract to PowerTek, LLC, in the amount of \$1,513,454, funded by the Department's CIP, for improvements to the Switchgear at the Stones River Water Treatment Plant.

Mr. Shacklett made a motion to award the Construction Contract to PowerTek, LLC, in the amount of \$1,513,454, funded by the Department's CIP, for improvements to the Switchgear at the Stones River Water Treatment Plant. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letters from the Golf Director and Parks and Recreation Director were presented to the Council:

(Insert letter dated March 9, 2022 here with regards to Golf Department Staff Adjustment.)

(Insert letter dated March 9, 2022 here with regards to Parks and Recreation Staff Adjustment.)

Mr. Craig Tindall, City Manager, presented Council with the request to increase the City's full-time position head count by ten. He explained that the full-time positions would be replacing current part-time positions that the City is struggling to fill in the current labor market.

Mr. LaLance made a motion to increase the City's full-time position head count by ten. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 9, 2022 here with regards to transfer of Evergreen Cemetery.)

Mr. Craig Tindall, City Manager, presented Council with the request to approve the transfer of property and control over Evergreen Cemetery from the City to the newly formed Evergreen Cemetery, Inc.

Vice-Mayor Scales Harris made a motion to approve the Bill of Sale and transfer property from the City and control over Evergreen Cemetery to Evergreen Cemetery, Inc. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 9, 2022 here with regards to WastAway Waste-to-Fuel Report Update.)

Mr. Darren Gore, Assistant City Manager, introduced Mr. Mark Brown, WastAway CEO, who gave a presentation on WastAway services and how they can be used to reduce dependence on landfills. Mr. Gore and Mr. Brown answered questions from Council regarding TVA regulations, industries that are interested in WasteAway fuel, and potential partners and industries that exist in the City and County.

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

(Insert letter dated March 9, 2022 here with regards to January 2022 Dashboard packet.)

The January 2022 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

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

(Insert letter dated March 9, 2022 here with regards to Special Event Beer Permit Applications for Children's Museum Corporation dba Discovery Center on 5/14/22, 6/3/22, 6/4/22, 6/5/22, and 9/24/22 at 502 SE Broad St.; Charity Circle of Murfreesboro on 4/30/22, 8/19/22, 9/8/22, and 12/9/22 at 2261 Oakleigh Dr., 2914 Cherry Blossom Ln., 1728 Shagbark Trl., and 1529 Avellino Circle; and Interfaith Dental of Nashville on 3/24/22 at 210 Robert Rose Dr.)

Mr. Wade made a motion to approve the Special Event Beer Permits for Children's Museum Corporation dba Discovery Center on 5/14/22, 6/3/22, 6/4/22, 6/5/22, and 9/24/22 at 502 Southeast Broad Street; Charity Circle of Murfreesboro on 4/30/22, 8/19/22, 9/8/22, and 12/9/22 at 2261 Oakleigh Drive, 2914 Cherry Blossom Lane, 1728 Shagbark Trail, and 1529 Avellino Circle; and Interfaith Dental of Nashville on 3/24/22 at 210 Robert Rose Drive. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director stated that there were no statements to be paid.

Mayor McFarland requested that the Future Land Use Plan return to Council for discussion before the Planning Commission votes to approve it.

Council Member LaLance discussed with staff removing some requirements for public hearings regarding matters that have already had a public hearing at the Planning Commission with no attendance.

There being no further business, Mayor McFarland adjourned this meeting at 1:01 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

JENNIFER BROWN - CITY RECORDER

March 17, 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, March 17, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

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

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Mark Foulks, Fire Rescue Chief
Michael Bowen, Police Chief
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Raymond Hillis, Executive Director/
Public Works
Sam Huddleston, Executive Director/
Development Services
Trey Duke, City Schools Director
Rhonda Darnell, Employee Services Assistant Director
Scott Elliot, Project Manager
Joshua Miller, Administrative Assistant

Council Member Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, the Month of March would be known as Athletic Training Month to honor and spread awareness about what athletic trainers do, to urge the citizens of Murfreesboro to learn more about the importance of athletic training, and the caliber of MTSU's Athletic Training Program.

Ms. Rhonda Darnell, Employee Services Assistant Director, recognized STARS Award recipients Ms. Maria Routon, Building and Codes Permit Technician, and Ms. Crystal Ellis, Parks and Recreation Program Coordinator. Ms. Routon was nominated for going above and beyond the call of duty by providing excellent customer service to her department and to customers. Ms. Ellis was nominated for going above and beyond the call of duty by performing the Heimlich maneuver on a child she noticed was choking during after-school snack time at Patterson Park. Mayor McFarland presented plaques recognizing Ms. Routon's and Ms. Ellis'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.

Council Member Ronnie Martin stepped out at this time.

The Consent Agenda was presented to the Council for approval:

1. Town Creek, Phase II Concept Planning Study (Administration)
2. Purchase of Portable Flypack (Communications)
3. Community Investment Program Funds Transfer (Finance)
4. FY22 City Manager Approved Budget Amendments (Finance)
5. IP Telephony Contract Amendments (Information Technology)
6. Mandatory Referral for Abandonment of Water and Sanitary Sewer Easement along South Church Street (Planning)
7. Purchase of Office Furniture (Police)
8. True North Work Order No. 4 (Police)
9. Asphalt and Concrete Purchase Report (Street)
10. Main Street Banner Request (Street)
11. Guardrail Replacement Contract Amendment 1 (Street)
12. Asphalt Purchases Report (Water Resources)
13. Annual Audit Contract (Water Resources)
14. TTL Geotechnical Services Proposal for Overall Creek Pump Station (Water Resources)

(Insert letters from Administration, Communications, Finance (2), Information Technology, Planning, Police (2), Street (3), & Water Resources (3) Departments here.)

Mr. Wade made a motion to approve the Consent Agenda. 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 March 17, 2022 here with regards to approval of Minutes of City Council Meetings.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on February 16, 2022, the special joint meeting held on February 16, 2022, and the regular Meeting held on February 24, 2022. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

Council Member Ronnie Martin returned at this time.

The following letter from the Executive Director of Development Services was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to ProLogis and FedEx Public ROW License Agreement on Elam Farms Parkway.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the public right-of-way License Agreement with ProLogis, L.P. and Fedex Ground Package System, Inc. for temporary private use of a portion of the Elam Farms Parkway right-of-way.

Mr. Martin made a motion to approve the public right-of-way License Agreement with ProLogis, L.P. and Fedex Ground Package System, Inc. for temporary private use of a portion of the Elam Farms Parkway right-of-way. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to purchase of property at 2140 North Thompson Lane.)

Mr. Craig Tindall, City Manager, presented the request to approve the purchase of the office building at 2140 North Thompson Lane, subject to due diligence, and approve remodeling of the building for a total estimated project cost of \$4,000,000, funded by Bond Premiums and excess funds from previous Bond Proceeds.

Mr. Wade made a motion to approve the purchase of the office building at 2140 North Thompson Lane, subject to due diligence, and approve remodeling of the building for a total estimated project cost of \$4,000,000, funded by Bond Premiums and excess funds from previous Bond Proceeds. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to presentation of Annual Audit Report.)

Mr. Jimmy Jobe, Jobe, Hastings, & Associates, presented the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021 (Fiscal Year 2021) for the City of Murfreesboro. The report expressed an unmodified ("clean") opinion on the City's Financial Statements for Fiscal Year 2021. Mr. Jobe highlighted areas of the report that may be of special interest to Council and answered questions.

Mr. LaLance made a motion to accept the audit presented in the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021 (Fiscal Year 2021) for the City of Murfreesboro. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to Rutherford Boulevard Extension Professional Services Agreement.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Professional Services Agreement with Neel-Schaffer, Inc. in the amount of

\$716,739, funded from the CIP, for design services related to the extension of West Rutherford Boulevard.

Mr. LaLance made a motion to approve the Professional Services Agreement with Neel-Schaffer, Inc. in the amount of \$716,739, funded from the CIP, for design services related to the extension of West Rutherford Boulevard. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to
Final Change Order for Rucker Lane Phase 1 Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the final Change Order with Charles Deweese Construction, Inc. in the amount of \$122,597. Mr. Griffith stated that this Change Order resulted in the total construction cost for the Rucker Lane Phase 1 Project decreasing from \$2,299,947 to \$2,177,350 with all funds coming from the CIP.

Mr. LaLance made a motion to approve the final Change Order with Charles Deweese Construction, Inc. in the amount of \$122,597. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to
Professional Services Contract – Butler Drive Realignment.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Professional Services Contract with Kimley Horn, Inc. in the amount of \$92,100, funded from the CIP, for services related to the realignment of Butler Drive.

Mr. Wade made a motion to approve the Professional Services Contract with Kimley Horn, Inc. in the amount of \$92,100, funded from the CIP, for services related to the realignment of Butler Drive. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Project Manager was presented to the Council:

(Insert letter dated March 17, 2022 here with
regards to City Schools Reroofing Contracts.)

Mr. Scott Elliot, Project Manager, presented the request to approve the Contract with Porter Roofing Architectural Services Agreement in the amount of \$1,989,798 for Phase I of the reroofing project at Mitchell-Neilson and Reeves-Rogers Elementary Schools and approve the Contract with Marion and Green Roofing in the amount of \$847,080 for Phase II

of the reroofing project at Hobgood and Bradley Elementary Schools for a total project cost of \$2,900,536, funded from County Shared Bonds.

Mr. Shacklett made a motion to approve the Contract with Porter Roofing Architectural Services Agreement in the amount of \$1,989,798 for Phase I of the reroofing project at Mitchell-Neilson and Reeves-Rogers Elementary Schools and approve the Contract with Marion and Green Roofing in the amount of \$847,080 for Phase II of the reroofing project at Hobgood and Bradley Elementary Schools for a total project cost of \$2,900,536, funded from County Shared Bonds. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here
with regards to HVAC Unit Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve the Agreement with Trane U.S. Inc., in the amount of \$120,150, funded by the CIP, for replacement of HVAC units at the Stones River Water Treatment Plant.

Mr. Wade made a motion to approve the Agreement with Trane U.S. Inc., in the amount of \$120,150, funded by the CIP, for replacement of HVAC units at the Stones River Water Treatment Plant. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated March 17, 2022 here with regards to a Beer Permit Application
for Urban Air Murfreesboro, 1952 Old Fort Pkwy., Ste. 6 and a Special
Event Permit for the Charity Circle of Murfreesboro on 8/12/22
at 2914 Cherry Blossom Ln.)

Mr. Martin made a motion to approve the Beer Permit for Urban Air Murfreesboro, 1952 Old Fort Parkway, Suite 6 (New Location), pending Building and Codes approval and a Special Event Permit for the Charity Circle of Murfreesboro on 8/12/22 at 2914 Cherry Blossom Lane. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

There being no further business, Mayor McFarland adjourned this meeting at 6:47 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: FY22 Budget Amendments # 6

Department: City Schools

Presented by: Trey Duke, Director of Schools

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 to the FY22 City School's General Purpose and ESP budgets.

Staff Recommendation

Approve Resolution 22-R-9 amending the FY22 General Purpose and ESP budgets (6th Amendment).

Background Information

On March 22, 2022, the MCS Board approved amendments in the General Purpose fund for \$863,138 and the ESP fund for \$68,400 to budget a one-time bonus from fund balance into the correct labor and benefit line items. Full-time employees will receive a \$500 bonus and part-time employees will receive a \$250 bonus to help address the cost of living increases.

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 City Schools General Purpose and ESP funds from fund balance.

Attachments

1. Resolution 22-R-9
2. MCS Budget Amendments

RESOLUTION 22-R-09 amending the 2021-2022 Murfreesboro City Schools Budget (6th Amendment).

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

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

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

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

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

General Purpose School Fund
Fiscal Year 2021-2022

Resolution No.

22-R-09

Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Fund Balance</u>			
Unassigned Fund Balance	\$ 10,882,829	10,019,691	(863,138)
Total Decrease in Fund Balance	\$ 10,882,829	\$ 10,019,691	(863,138)

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
Regular Ed	Teachers	34,066,234	34,391,234	325,000
Regular Ed	Ed Assistants	3,398,200	3,471,200	73,000
Regular Ed	Social Security	2,343,253	2,367,808	24,555
Regular Ed	Retirement	3,690,530	3,731,705	41,175
Regular Ed	Medicare	548,115	553,865	5,750
Regular Ed	Hybrid Retire	230,000	233,250	3,250
Special Ed	Teachers	3,920,235	3,960,235	40,000
Special Ed	Ed Assistants	2,434,900	2,503,400	68,500
Special Ed	Speech Therapist	846,475	853,975	7,500
Special Ed	Social Security	453,260	460,455	7,195
Special Ed	Retirement	760,225	772,985	12,760
Special Ed	Medicare	106,005	107,690	1,685
Special Ed	Hybrid Retire	28,000	28,400	400
Attendance	Other Salaries	55,000	55,750	750
Attendance	Social Security	3,410	3,457	47
Attendance	Retirement	6,695	6,786	91
Attendance	Medicare	800	812	12
Medical	Supervisor	53,025	53,525	500
Medical	Other Salaries	62,730	63,730	1,000
Medical	Social Security	11,865	11,958	93
Medical	Retirement	27,156	27,341	185
Medical	Medicare	2,774	2,796	22
Student Support	Supervisor	55,730	56,230	500
Student Support	Guidance Counselors	1,088,935	1,098,935	10,000
Student Support	Social Workers	435,720	441,220	5,500
Student Support	Other Salaries	313,540	315,540	2,000
Student Support	Social Security	117,675	118,790	1,115
Student Support	Retirement	189,495	191,685	2,190
Student Support	Medicare	27,520	27,780	260
Student Support	Hybrid Retire	8,400	8,600	200
Reg Ed Support	Supervisor	107,815	108,815	1,000

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
Reg Ed Support	Media Specialist	915,035	921,535	6,500
Reg Ed Support	Coordinators	312,880	314,380	1,500
Reg Ed Support	Secretary	33,440	33,940	500
Reg Ed Support	Education Asst	100,000	102,000	2,000
Reg Ed Support	Other Salary	68,844	73,344	4,500
Reg Ed Support	Social Security	101,550	102,545	995
Reg Ed Support	Retirement	168,140	170,090	1,950
Reg Ed Support	Medicare	23,750	23,980	230
SpEd Support	Supervisor	97,815	98,315	500
SpEd Support	School Psychology	652,350	656,850	4,500
SpEd Support	Medical Personnel	106,190	108,190	2,000
SpEd Support	Clerical	-	-	500
SpEd Support	Other Salaries	403,730	404,230	4,500
SpEd Support	Social Security	78,250	82,750	745
SpEd Support	Retirement	121,200	121,945	1,460
SpEd Support	Medicare	18,300	19,760	175
SpEd Support	Hybrid Retire	8,800	8,975	120
Technology	Supervisor	87,550	88,050	500
Technology	Technicians	690,630	696,465	5,835
Technology	Clerical	31,930	32,430	500
Technology	Social Security	50,230	50,654	424
Technology	Retirement	98,590	99,422	832
Technology	Medicare	11,750	11,849	99
Technology	Hybrid Retire	735	803	68
Board of Ed	Other Salaries	4,885	4,935	50
Board of Ed	Social Security	1,906	1,909	3
Board of Ed	Retirement	595	601	6
Board of Ed	Medicare	445	446	1
Director's Office	Director of Schools	149,350	149,850	500
Director's Office	Secretary	43,930	44,380	450
Director's Office	Clerical	28,840	29,340	500
Director's Office	Other Salaries	31,045	31,545	500
Director's Office	Social Security	15,760	15,881	121
Director's Office	Retirement	28,120	28,357	237
Director's Office	Medicare	3,685	3,713	28
Office of Principal	Principal	1,381,725	1,388,725	7,000
Office of Principal	Asst Principal	1,151,235	1,158,235	7,000
Office of Principal	Secretaries	487,360	493,860	6,500
Office of Principal	Attendance Clerks	619,815	634,315	14,500
Office of Principal	Social Security	225,815	227,985	2,170
Office of Principal	Retirement	397,360	401,620	4,260
Office of Principal	Medicare	52,815	53,323	508
Office of Principal	Hybrid Retire	2,500	2,520	20
Finance	Director	97,850	98,350	500

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
Finance	Accountants	156,715	159,215	2,500
Finance	Purchasing	40,000	40,500	500
Finance	Secretary	41,015	41,515	500
Finance	Social Security	20,810	21,060	250
Finance	Retirement	40,840	41,327	487
Finance	Medicare	4,870	4,928	58
Human Resource	Director	41,725	42,225	500
Human Resource	HR Staff	43,735	44,235	500
Human Resource	Other Salaries	189,700	192,200	2,500
Human Resource	Social Security	17,060	17,277	217
Human Resource	Retirement	32,840	33,266	426
Human Resource	Medicare	3,855	3,906	51
Human Resource	Hybrid Retire	650	661	11
Custodial	Foremen	41,915	42,415	500
Custodial	Custodians	2,191,150	2,226,150	35,000
Custodial	Other Salaries	129,160	131,160	2,000
Custodial	Social Security	146,460	148,785	2,325
Custodial	Retirement	245,000	249,564	4,564
Custodial	Medicare	34,255	34,799	544
Maintenance	Director	82,035	82,535	500
Maintenance	Secretary	38,805	39,305	500
Maintenance	Maintenance Personnel	1,044,470	1,056,970	12,500
Maintenance	Social Security	72,250	73,087	837
Maintenance	Retirement	141,820	143,463	1,643
Maintenance	Medicare	16,900	17,096	196
Transportation	Director	62,085	62,585	500
Transportation	Mechanics	109,870	110,870	1,000
Transportation	Bus Drivers	1,252,910	1,276,410	23,500
Transportation	Clerical	110,315	111,815	1,500
Transportation	Bus Aides	661,525	679,025	17,500
Transportation	Social Security	136,200	138,928	2,728
Transportation	Retirement	267,340	272,695	5,355
Transportation	Medicare	31,855	32,493	638
Community Supp	Directors	80,740	81,740	1,000
Community Supp	Clerical	21,105	21,270	165
Community Supp	Other Salaries	247,800	249,300	1,500
Community Supp	Social Security	21,865	22,030	165
Community Supp	Retirement	42,920	43,245	325
Community Supp	Medicare	5,115	5,155	40
Early Child Ed	Teachers	809,700	816,200	6,500
Early Child Ed	Educational Assts	95,030	101,530	6,500
Early Child Ed	Social Security	56,095	56,901	806
Early Child Ed	Retirement	92,865	94,447	1,582
Early Child Ed	Medicare	13,120	13,310	190

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
Early Child Ed	Hybrid Retire	2,100	2,113	13
		\$ 73,239,032	\$ 74,102,050	\$ 863,138
CHANGE IN FUND BALANCE (CASH)				\$ (863,138)

To budget a one-time bonus for MCS employees from ending unassigned fund balance at June 30, 2021 into the correct labor and benefit line-items.

Full time employees will receive a \$500 bonus and part-time employees will receive a \$250 bonus to help address the cost of living increases.

Extended School Program

Resolution No.

22-R-09

Fiscal Year 2021-2022	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Description			
<u>Fund Balance</u>			-
Committed for Extended School Program	\$ 3,827,012	3,758,612	(68,400)
Total Decrease in Fund Balance			\$ (68,400)
<u>Expenditures</u>			
ESP - Director	\$ 70,011	70,511	500
ESP - Other Salaries and Wages	\$ 3,727,801	3,788,801	61,000
ESP - Social Security	\$ 235,461	239,361	3,900
ESP - State Retirement	\$ 120,877	122,877	2,000
ESP - Medicare	\$ 55,563	56,463	900
ESP - Hybrid Retirement	\$ -	100	100
Total Increase in Expenditures		\$ -	\$ 68,400

CHANGE IN FUND BALANCE (CASH) \$ (68,400)

To budget a one-time bonus to ESP employees from fund balance. A bonus of \$500 will be paid to full-time employees and \$250 bonus for part-time employees.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Plan of Services, Annexation, and Zoning for property along Northwest Broad Street
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation and zoning of approximately 258.8 acres located along Northwest Broad Street.

Staff Recommendation

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

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

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

Background Information

Mary Hord Haymore Children, LP, the Elizabeth G. Hord 2013 Irrevocable Trust B, and the Estate of Thomas E. Hord, III have initiated petitions of annexation [2021-516] for approximately 258.8 acres located along Northwest Broad Street. The City developed its plan of services for this area. Additionally, Legacy Sports Tennessee presented to the City a zoning application [2021-433] for the same 258.8 acres to be zoned CH (Commercial Highway District) and GDO-1 (Gateway Design Overlay District 1) simultaneous with annexation. During its regular meeting on February 2, 2022, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City. Specifically,

the property is proposed to be developed with a sports and entertainment facility with ancillary retail and hospitality uses.

Establish Strong City Brand

The proposed Legacy Sports Tennessee development will add to Murfreesboro's already strong reputation as a sports and recreation destination.

Attachments:

1. Resolution 22-R-PS-02
2. Resolution 22-R-A-02
3. Ordinance 22-OZ-02
4. Maps of the area
5. Planning Commission staff comments from the 02/02/2022 meeting
6. Planning Commission minutes from the 02/02/2022 meeting
7. Plan of services
8. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
FEBRUARY 2, 2022
PROJECT PLANNER: MARINA RUSH**

4.a. Annexation petition and plan of services [2021-516] for approximately 258.81 acres located along Northwest Broad Street, Hord Family applicant.

The property owners, M.B. Murfree, IV, as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B and as Personal Representative of the Estate of Thomas Hord III, and German Pittman Haymore III, as General Partner of the Mary Hord Haymore Children, L.P. (collectively the Hord Family), have submitted petitions requesting their property be annexed into the City of Murfreesboro. The subject property is 258.81 acres, located along the east side of Northwest Broad Street and southeast of I-840. The property tax map numbers are:

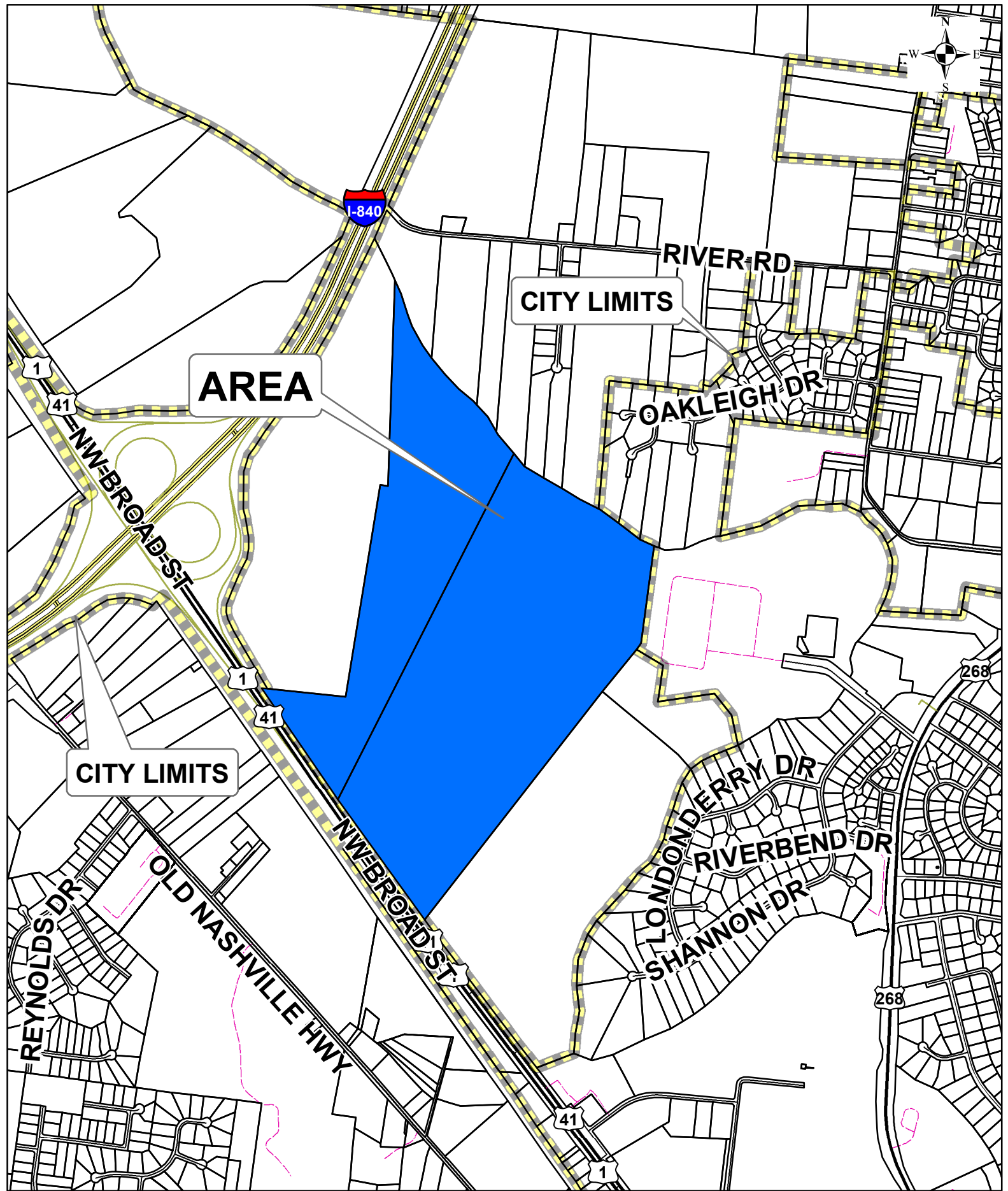
- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

Simultaneous with this application is a request to zone the property to CH and GDO-1 (Commercial Highway and Gateway Design Overlay-1) Districts. No residential structures are currently located on the property. The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along both the northeast property line and the southwestern property line adjacent to Northwest Broad Street.

Staff has prepared a plan of services for the proposed annexation and it is attached to this staff report for reference. City services can be provided to the property in its current state upon annexation and with future development of property. The plan of services provides the detailed information regarding each of the City services.

Action Needed:

The Planning Commission will need to conduct a public hearing on this annexation petition and plan of services, after which it will need to discuss the matter and then formulate a recommendation for the City Council.



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





Annexation Request for Property located along Northwest Broad Street

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

0 425 850 1,700 2,550 3,400
Feet



PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. M.B. Murfree, IV as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B

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

Signature: M.B. Murfree, IV Status: Trustee Date: 12/6/21

805 S. Church Street, Suite 21, Murfreesboro, TN 37130

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

2. M.B. Murfree, IV as Personal Representative of the Estate of Thomas E. Hord III

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

Signature: M.B. Murfree, IV Status: Personal Representative Date: 12/6/21

805 S. Church Street, Suite 21, Murfreesboro, TN 37130

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

3.

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

Signature: _____ Status: _____ Date: _____

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

4.

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
By: German Pittman Haymore, III
Signature: _____ Status: General Partner Date: _____
c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130

Mailing Address (if not address of property to be annexed)
2. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
By: Mary Haymore Pinson
Signature: Mary Haymore Pinson Status: General Partner Date: _____
c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130

Mailing Address (if not address of property to be annexed)
3. GERMAN PITTMAN HAYMORE, III
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: [Signature] Status: Gen. Partner Date: 12/10/21

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

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

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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1. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
By: German Pittman Haymore, III
Signature: _____ Status: General Partner Date: _____

c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

2. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
By: Mary Haymore Pinson
Signature: Mary Haymore Pinson Status: General Partner Date: _____

c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

3. GERMAN PITTMAN HAYMORE, III
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: [Signature] Status: Gen. Partner Date: 12/10/21

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

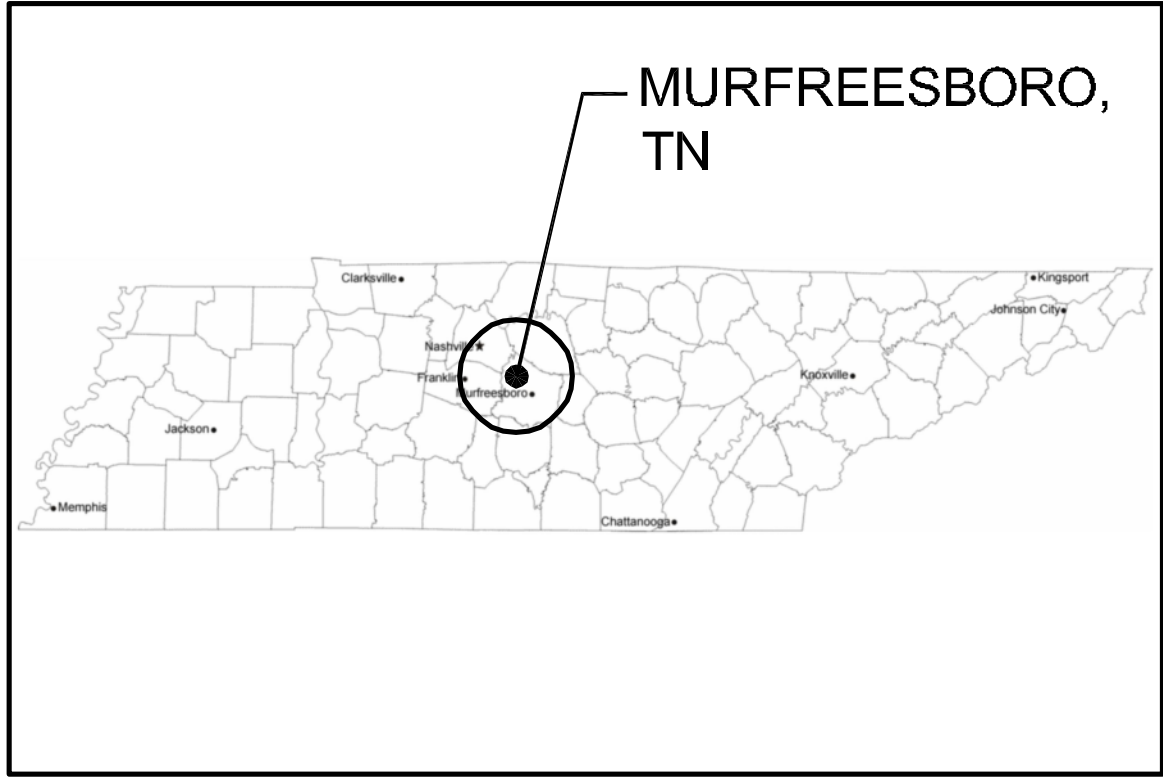
4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

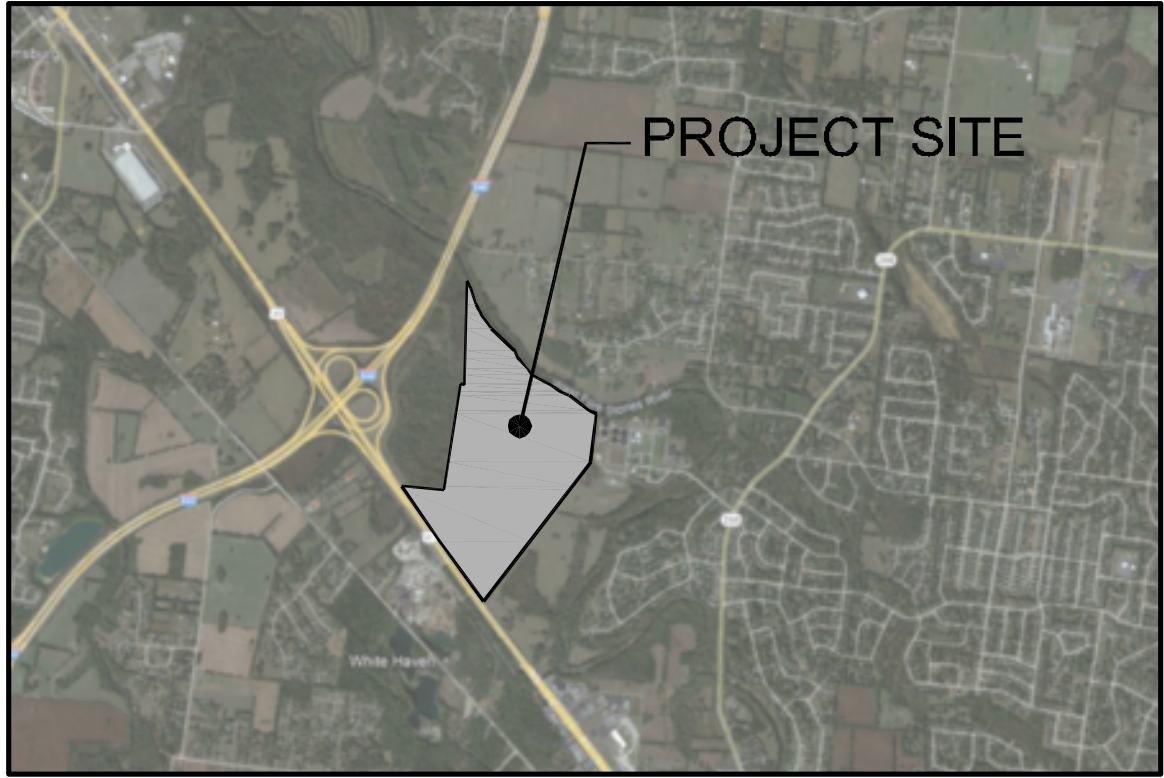
Power of Attorney applies and is attached: _____ Yes _____ No



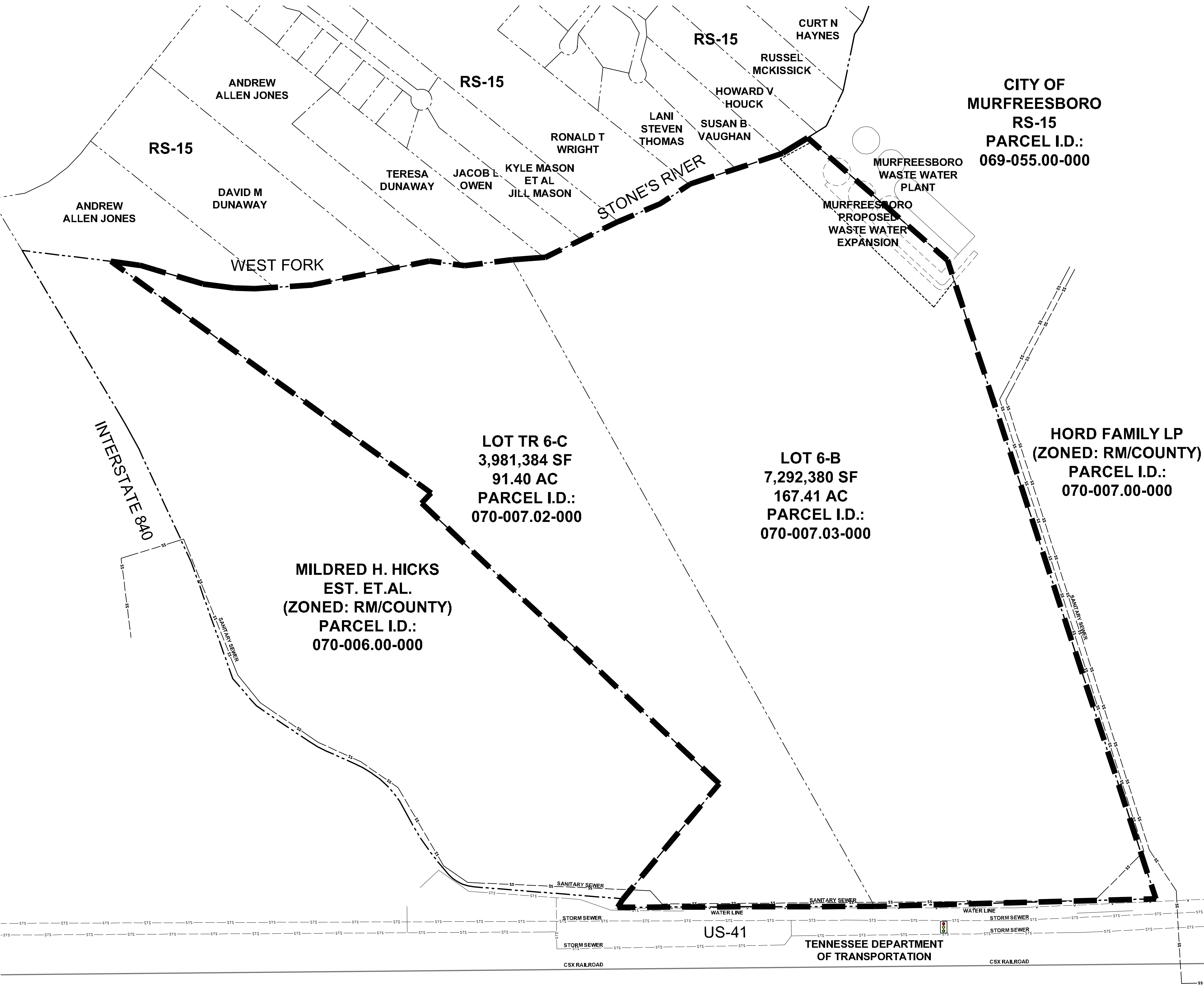
STATE CONTEXT



REGIONAL CONTEXT



SITE CONTEXT



PROPERTY INFORMATION - ZONING EXHIBIT

NAME
MARY HORD HAYMORE (LOT TR 6-C)
THOMAS E. HORD III (LOT 6-B)

LEGAL DESCRIPTION
LOT TR 6-C & LOT 6-B, UNINCORPORATED
HORD PARTITION

EXISTING ZONING:
RESIDENTIAL MEDIUM DENSITY (RUTHERFORD COUNTY)

PROPOSED ZONING:
COMMERCIAL HIGHWAY (CH) WITH GATEWAY DESIGN OVERLAY (GDO-1)

DEVELOPMENT
LEGACY SPORTS AND ENTERTAINMENT PARK

OWNER / DEVELOPER
-

SITE DATA
11,273,764 SQ FT (258.81AC) (COMBINED LOT TR 6-C & LOT 6B)

SITE DATA

Name	Surface Area	Percent Coverage
Site - Combined	11,273,764 SF (258.81 AC)	100%
Lot TR 6-C	3,981,384 SF (91.40 AC)	
Lot 6-B	7,292,380 SF (167.41 AC)	
Building Footprint(s) (Total)	- SF	-%
Paved Surface	- SF	-%
Green Space	- SF	-%
Impervious Surface	- SF	-%
Max Impervious Surface Area Allowed	- SF	-%

LOT, HEIGHT, AREA & YARD REQUIREMENTS

MAXIMUM HEIGHT OF ANY BUILDING SHALL NOT EXCEED - STORY / - (-) FEET.
MINIMUM YARD SETBACKS SHALL BE AS FOLLOWS:
FRONT - (DEPENDS ON LOCATION)
SIDE - % OF LOT WIDTH, MINIMUM -
REAR - % OF LOT DEPTH, MINIMUM -

LINE TYPE LEGEND

---	PROPERTY BOUNDARY
- - -	EASEMENT LINE
---	SETBACK LINE
---	WATER LINE
---	SANITARY SEWER LINE
---	SANITARY SEWER FM
---	STORM SEWER LINE
---	ELECTRICAL
---	GAS
---	UNDERGROUND FIBER
---	UNDERGROUND TELE
---	CABLE TV
---	OVERHEAD POWER



4000 GARDEN VIEW DRIVE
SUITE 101
GRAND FORNS, IN 58201
P: 701.772.4268 F: 701.772.4275
WWW.ICONARCHITECTURE.COM

STRUCTURAL

MECHANICAL

ELECTRICAL

CIVIL
LLOYD

AUDIO / VISUAL



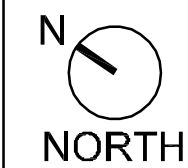
Legacy Sports Family Entertainment Park

Murfreesboro, TN 37129

Drawing History

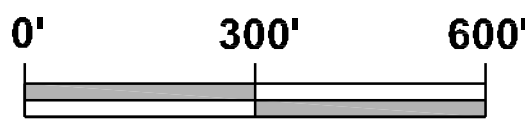
No.	Description	Date
42	FB - 071	10/05/21

DRAWN BY:MK/KD JN: 21-066



Site Plan - Zoning Exhibit

SHEET
A001



MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

6:00 PM

CITY HALL

MEMEBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney

1. Call to order.

Chair Kathy Jones called the meeting to order.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the January 19, 2022, Planning Commission meeting.

Vice-Chairman Ken Halliburton moved to approve the Minutes of the January 19, 2022 Planning Commission meeting; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

4. Public Hearings and Recommendations to City Council:

Annexation petition and plan of services [2021-516] for approximately 258.8 acres located along Northwest Broad Street, Hord Family applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. In addition, both the plan of services and the staff comments had been revised to more accurately reflect the ownership of the properties in question. Revised copies of both were provided to the Planning Commission.

Chair Kathy Jones opened the public hearing.

1. Ms. Nancy Miller, 2643 Chatham Court – opposes the request due to increase in traffic flow, danger to property values, noise, and blasting.
2. Mr. Doug Hutchins, 2220 Londonderry Drive – expressed concerns regarding noise, light pollution, flooding, property values, and traffic.
3. Dr. Steven Thomas, 3511 Oakleigh Cove –opposes the project due to concerns regarding noise, light pollution, hours of operation, and lack of benefit to the City.

Chair Kathy Jones closed the public hearing.

Ms. Marina Rush addressed concerns regarding lighting, noise, and flooding.

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

Aye: Kathy Jones
Ken Halliburton
Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

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.

Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Bricke Murfree, 1011 Glasgow Drive & and future homeowner at 2227 Shannon Drive - is in favor of the request.
2. Dr. Steven Thomas, 3511 Oakleigh Cove- expressed concerns regarding noise.

Chair Kathy Jones closed the public hearing.

Mr. David Ives addressed concerns regarding violations and enforcement of the City's noise ordinance.

Mr. Matt Taylor (design engineer), Mr. Chad Miller (applicant), Mr. Mike Kuntz (architect), Mr. Rich Riebeling and Mr. Russell Riebeling (developer's representatives) were in attendance representing the application. Mr. Taylor explained how they intend to mitigate noise from the proposed facility. Continuing, Mr. Taylor also addressed concerns regarding flooding.

Mr. Rick LaLance requested for the applicant to save as many mature trees as possible on this property.

RESOLUTION 22-R-PS-02 to adopt a Plan of Services for approximately 258.8 acres located along Northwest Broad Street, Hord Family, applicant [2021-516].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on February 2, 2022, for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on April 7, 2022, pursuant to a Resolution passed and adopted by the City Council on February 24, 2022, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on March 22, 2022; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 22-R-A-02**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

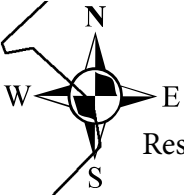
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51E9401...

Adam F. Tucker
City Attorney

SEAL



Resolution 22-R-PS-02



GLASTONBURY WAY

RIVER RD

OAKLEIGH DR

AREA TO BE ANNEXED

1
41

1
41

NW BROAD STREET

CITY LIMITS

CITY LIMITS

LONDONDERRY DR
SHANNON DR

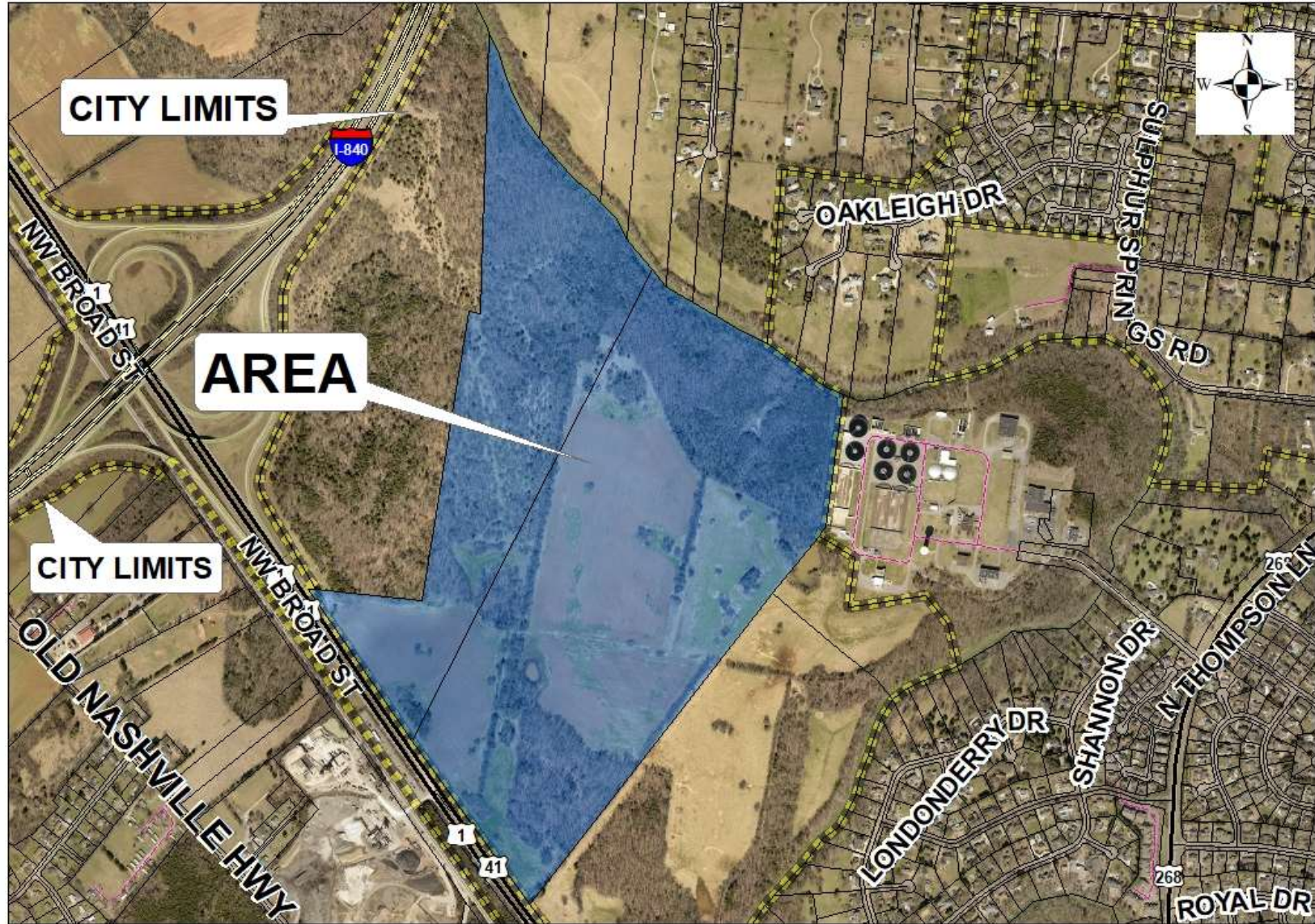
OLD NASHVILLE HIGHWAY



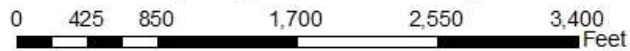
**ANNEXATION REPORT FOR PROPERTY LOCATED ALONG
NW BROAD STREET (HORD FAMILY)
INCLUDING PLAN OF SERVICES
(FILE 2021-516)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
FEBRUARY 2, 2022**



Annexation Request for Property located along Northwest Broad Street



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

INTRODUCTION

OVERVIEW

The property owners, M.B. Murfree, IV, as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B and as Personal Representative of the Estate of Thomas Hord III, and German Pittman Haymore III, as General Partner of the Mary Hord Haymore Children, L.P. (collectively the Hord Family), have submitted petitions requesting their property be annexed into the City of Murfreesboro. The subject property is 258.81 acres, located along the east side of Northwest Broad Street and southeast of I-840. The property tax map numbers are:

- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

Simultaneous with this application is a request to zone the property to CH and GDO-1 (Commercial Highway and Gateway Design Overlay-1) Districts. No residential structures are currently located on the property.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the northeast property line and NW Broad Street along the southwestern property line.



CITY ZONING

Legacy Sports Tennessee has submitted an application to zone the subject property to Commercial Highway and Gateway Design Overlay-1 (CH and GDO-1) Districts. The purpose of this zoning is to allow for the development of a multi-use sports and entertainment complex, the Legacy Sports Tennessee facility, that will include indoor and outdoor athletic facilities for recreational and professional sports as well as related retail, commercial, medical, and hospitality uses.

The adjacent properties located to the north, northwest, west, and south are in the unincorporated portion of Rutherford County and are zoned RM (Residential Medium Density). Across NW Broad St. to the west are properties zoned HI (Heavy Industrial), CG (Commercial General) and RM, and to the northeast and further east are zoned RS-15 (Single-Family Residential District) in the City.



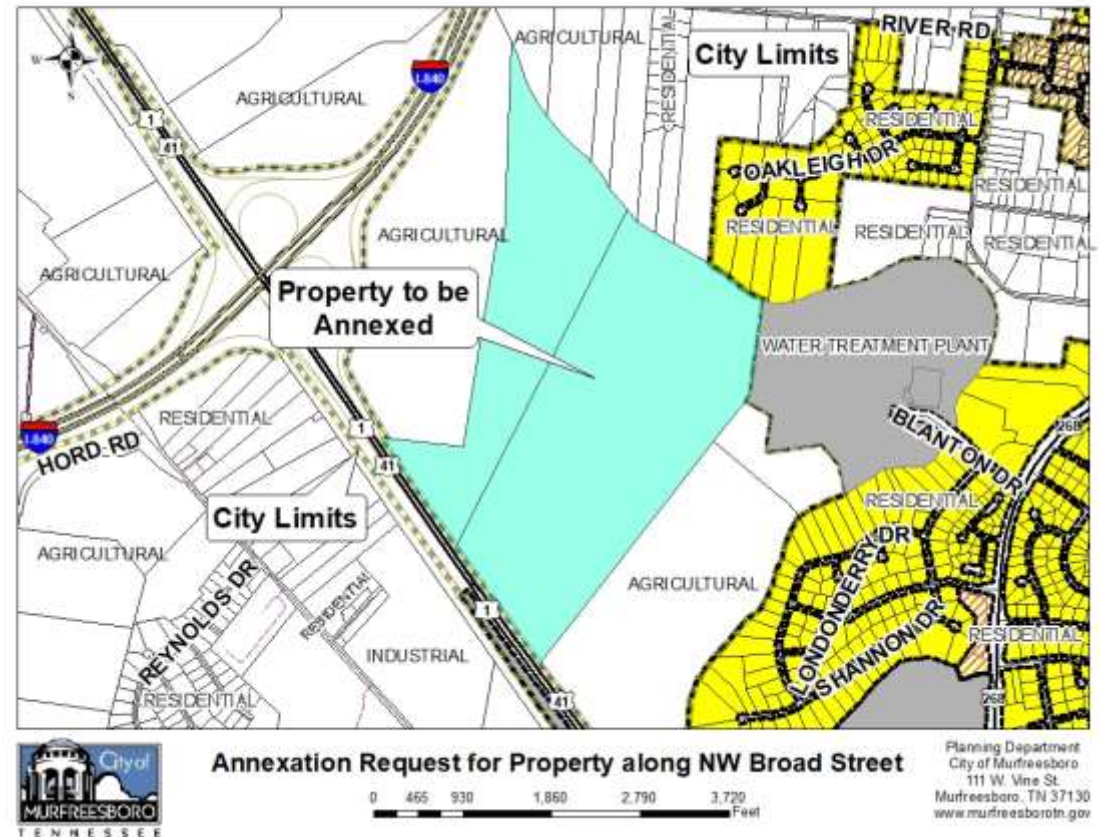
PRESENT AND SURROUNDING LAND USE

The study area is currently undeveloped, vacant agricultural land. There is a small cemetery on the property near NW Broad Street called the “Major Cemetery.”

The adjacent properties are a combination of undeveloped and developed land as shown on the adjacent map.

The properties directly to the north, northwest, and southeast are primarily vacant agricultural land. The properties to the northeast are single family homes within the Oakleigh Subdivision, the Murfreesboro Wastewater Treatment Plant, and further to the east are single family homes within the Riverbend Subdivision.

The properties along the west side of NW Broad Street are in the unincorporated land of Rutherford County. Directly to the west is a rock quarry and plant, and vacant land.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2022 will be due on December 31, 2023. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Hord Family	70-007.02	91.4	\$111,400	\$0.00	\$27,850	\$359.10
Hord Family	70-007.03	167.41	\$297,300	\$0.00	\$74,325	\$958.35

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

PLAN OF SERVICES

POLICE PROTECTION

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

This property is located within Police Zone #6. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected.

If the property is zoned commercial and developed as a sports and entertainment facility, then due to the proposed size and scale it is recommended the operator consider providing security services or contracting such resources based upon the volume of patrons that may attend during any given time.

ELECTRIC SERVICE

Middle Tennessee Electric Membership (MTE) currently has overhead electric facilities along NW Broad Street. MTE is currently performing upgrades in this area as part of their capital improvement plan, and any future development in the study area will need to submit loading

information to MTE in order to ensure existing capacity will be sufficient. Any new electrical infrastructure installed will be required to adhere to MTE standards. MTE will serve the subject property.

STREET LIGHTING

There are streetlights currently installed along NW Broad Street.

SOLID WASTE COLLECTION

The study area is currently vacant; as such, solid waste collection service will not be needed upon the effective date of annexation. If the property is zoned commercial, any future commercial development that occurs would be required to use a private hauler for solid waste collection as the Solid Waste Department no longer services new commercial uses.

RECREATION

The study area is currently vacant, and there would be no impacts onto the Murfreesboro Parks and Recreation facilities upon the effective date of annexation. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees. If the property is zoned commercial and developed as a sports and entertainment facility, this would be a private commercial recreational facility and would not impact the City's recreational facilities.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is outside of the Erma Siegel School zone. If the study area is annexed, it would become part of this school's zoned area. However, because this property is proposed to be zoned for commercial uses, no additional student population is anticipated.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through NW Broad Street, which is a State Route. Modifications to the current access to NW Broad Street will require approval of the City Engineer and TDOT.

Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTATION

The Study Area is currently served by NW Broad Street as the major roadway facility. NW Broad Street intersects with Interstate 840 to the north and North Thompson Lane to the south. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates NW Broad Street to be operating at a Level of Service D in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that

NW Broad Street falls to undesirable level of service of F without the proposed improvements recommended in the 2040 MTP.

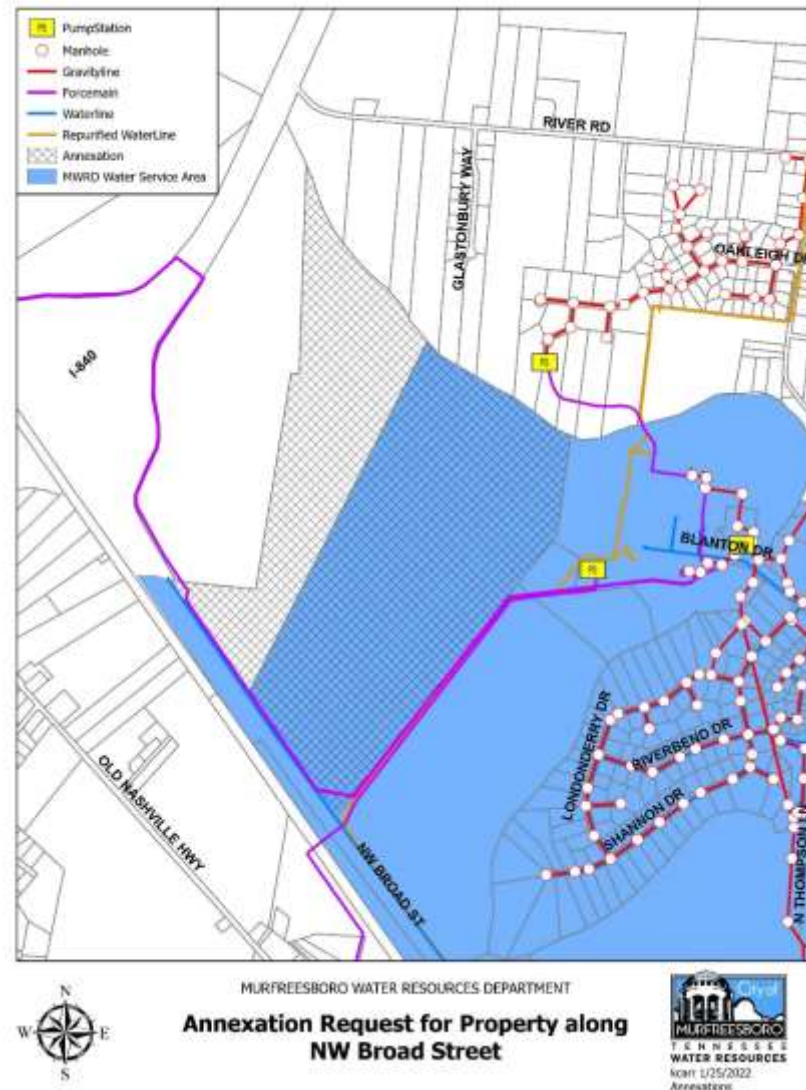
North Thompson Lane is the first major intersection to the south. This intersection is operating at a Level of Service E. Interstate 840 is the first major intersection to the north. This intersection is operating at a Level of Service D.

SANITARY SEWER SERVICE

With regard to sewer service, gravity sewer is not available to the property and will require a pump and forcemain for service. The pump station would be constructed at a location on the property that could be abandoned in the future by an off-site gravity sewer main extension. The proposed forcemain can be manifolded into one of the existing 14" or 18" sewer forcemains on the property, within an easement and parallel to NW Broad Street. This pump station and forcemain would be installed by the Developer with the construction of the project and turned over to MWRD for Operations & Maintenance.

Any water, repurified water and sanitary sewer mains referenced herein are shown on our GIS maps found on the City's website. All on-site water and sewer main line extensions are the financial responsibility of the Developer and must be extended in accordance with the

Development Policies and Procedures of the Murfreesboro Water Resources Department.



WATER SERVICE

The study area is partially located within Consolidated Utility District of Rutherford County's (CUD) service area and partially within the City of Murfreesboro Water Resources Department's (MWRD) service area. The southern/eastern parcel is within MWRD's service area, and the northern/western parcel is with CUD's service area. There is a 16" water main, owned and operated by MWRD parallel to NW Broad Street for the full frontage of the properties.

If any portion of the study area is to be served by CUD, a complete "Water Service Availability Form" is to be submitted along with a master and preliminary plan to CUD for a feasibility study and to obtain a CUD Will Serve Letter. CUDRC has no existing water main along NW Broad Street (US-41) along the frontage to serve the annexed areas.

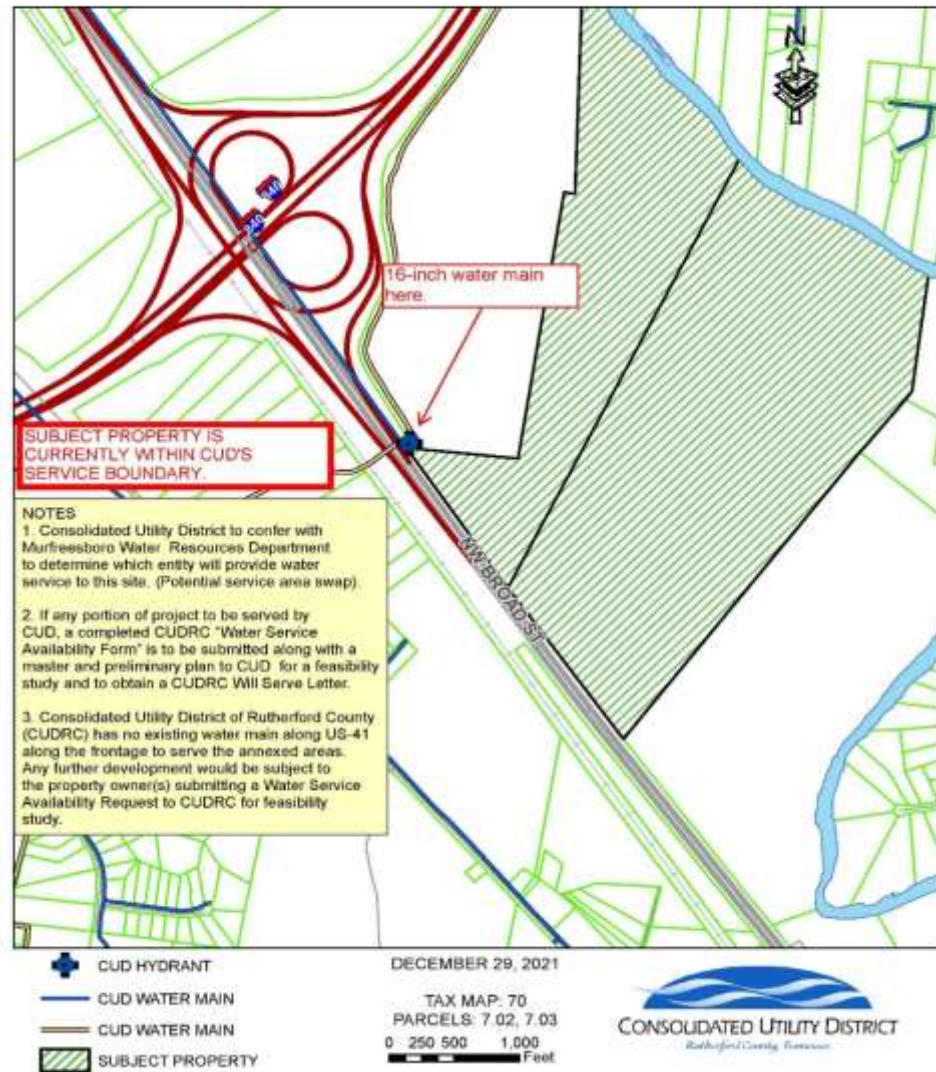
CUD has stated that they do not see any issues with relinquishing their service area over the property to MWRD to serve, however, this hasn't been approved by either advisory Board to date. A request by the Developer must be presented to each Board for approval.

Repurified Water Service

With regard to repurified water service, there is a 24" main located parallel to the

southern/eastern property line of the southern/eastern property. This water is required to be used for irrigation purposes.

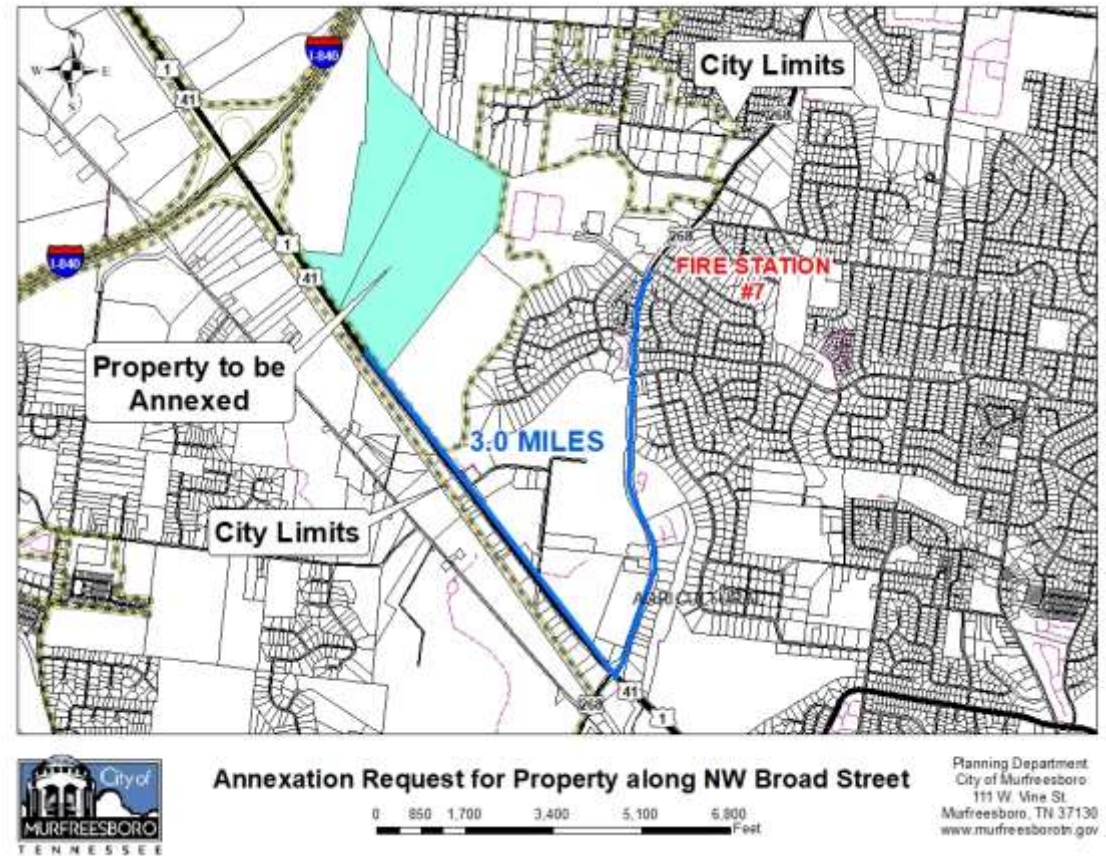
Legacy Sports Park Plan of Service Request Map 70 Parcels 7.02, 7.03



FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency first responder and fire protection services to the study area immediately upon the effective date of annexation. For future development of the property, the required fire protection will be installed with development, so that ISO Class 1 Fire protection can be provided, and First Responder service will be enhanced.

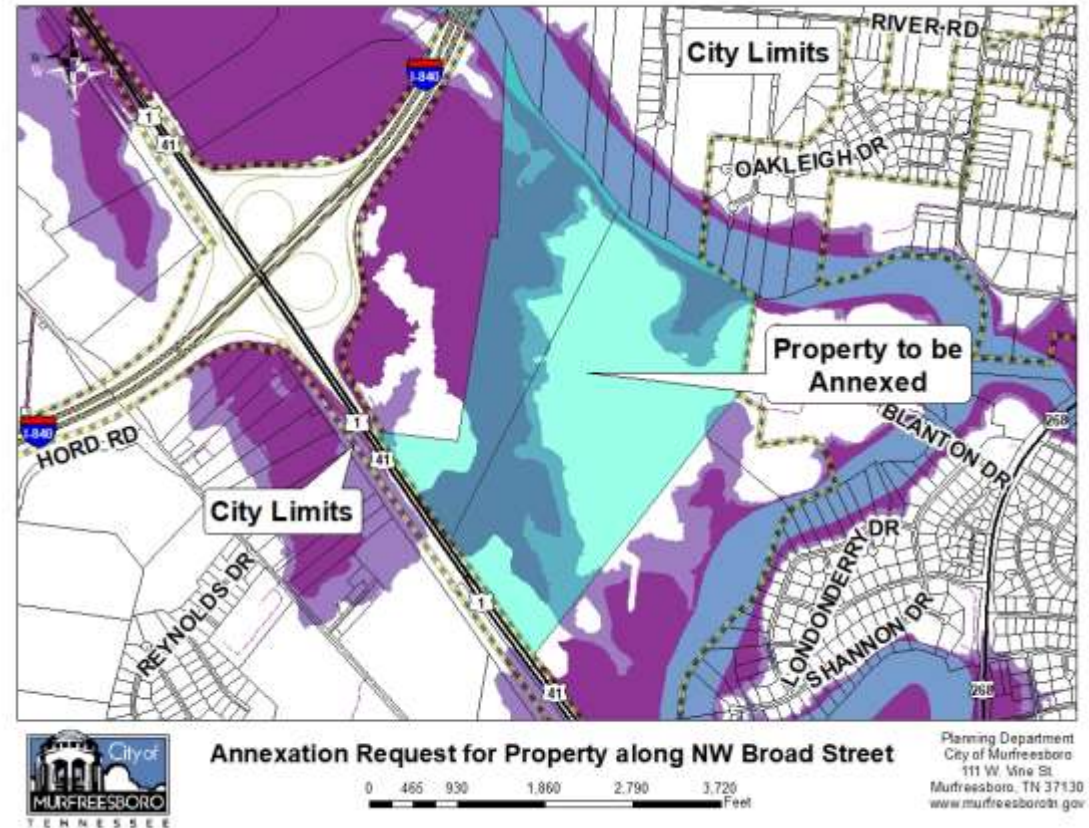
Currently the study area is located 3.0 roadway miles from Fire Station #7 (North Thompson Lane). The blue line on the adjacent map represents the linear distance range from the nearest fire station.



FLOODWAY

A portion of the study area is located within the floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The floodway and floodplain are related to the West Fork of the Stones River, located on the northeast property line, and as depicted on the adjacent map. The floodway boundary location is depicted in the blue color and the 100-year floodplain boundary is the purple color.



DRAINAGE

Public Drainage System

Public drainage facilities available in the study area are within the right-of-way (ROW) of NW Broad Street. Modifications of the drainage discharge to the ROW of NW Broad Street must be approved by the City Engineer and TDOT. This drainage system is the responsibility of TDOT for routine maintenance. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

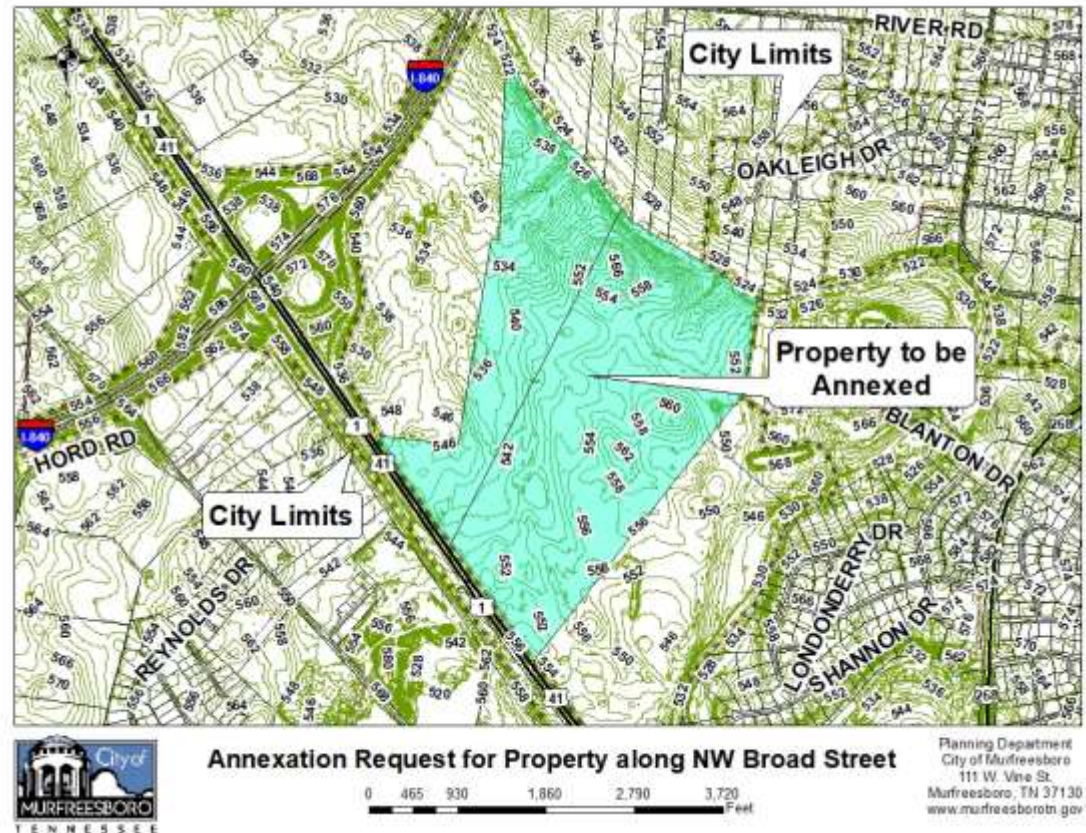
Regional Drainage Conditions

A review of the regional drainage patterns indicates most of the study area drains to the West Fork of the Stones River. A portion of this property is located within the 100-year flood plain.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The area being considered for annexation is undeveloped and will not generate any revenue for the Stormwater Utility Fee in its current state.

The Study Area has a proposed zoning of Commercial Highway-Gateway Design Overlay -1 (CH/GDO-1) and is the proposed location for Legacy Sports Park. Based on this development scenario, it is anticipated that the site will generate approximately \$30,000 in additional revenue per year into the Stormwater Utility Fund upon full build out.



PROPERTY AND DEVELOPMENT

New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements and TDOT requirements if stormwater is diverted to NW Broad Street. Impacts on adjacent properties should also be considered in future development plans to ensure no net impact.

NW Broad Street is on the City's Major Transportation Plan. Improvements to ROW and easement dedication for NW Broad should be incorporated into the development plans. Additional roadway connections to the site should be considered with development.

ANNEXATION FOLLOW-UP

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

RESOLUTION 22-R-A-02 to annex approximately 258.8 acres located along Northwest Broad Street (Tax Map 70, Parcel 7.02 and Tax Map 70, Parcel 7.03), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Hord Family, applicant [2021-516].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 22-R-PS-02** on April 7, 2022; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on February 2, 2022 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 22-OZ-02**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

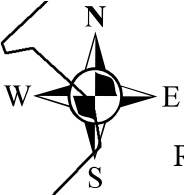
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51E9401

Adam F. Tucker
City Attorney

SEAL



Resolution 22-R-A-02



GLASTONBURY WAY

RIVER RD

OAKLEIGH DR

AREA ANNEXED

1
41

1
41

NW BROAD STREET

CITY LIMITS

CITY LIMITS

OLD NASHVILLE HIGHWAY

1
41

LONDONDERRY DR
SHANNON DR



**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
FEBRUARY 2, 2022
PROJECT PLANNER: MARINA RUSH**

4.b. Zoning application [2021-433] for approximately 258.81 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.

The subject property is a total of 258.81 acres located along the east side of Northwest Broad Street and southeast of I-840. The property is vacant farmland and is proposed to be zoned Commercial Highway and Gateway Design Overlay-1 (CH and GDO-1) Districts. The purpose of this zoning is to allow for the development of a multi-use sports and entertainment complex, the Legacy Sports Tennessee facility, that will include indoor and outdoor athletic facilities for recreational and professional sports as well as related retail, commercial, medical, and hospitality uses. The purpose of the GDO-1 district is to ensure high quality design and site planning for the property and to help regulate the uses that can be established.

The current property owners, Hord Family, submitted petitions for annexation of the 258+ acres simultaneous with this zoning request. The property tax map numbers are:

- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

Adjacent Zoning and Land Uses

The subject property is contiguous to the City limits along the northeastern property line and along Northwest Broad Street. The adjacent properties located to the north, northwest, west, and south are in the unincorporated portion of Rutherford County and are zoned RM (Residential Medium Density) and across Northwest Broad to the west are HI (Heavy Industrial), CG (Commercial General), and RM. The properties to the northeast and further east are zoned RS-15 (Single-Family Residential District 15). The RS-15 properties are located within the Riverbend Subdivision and Oakleigh Subdivision. The Murfreesboro wastewater treatment plant is located northeast of the subject property and is also zoned RS-15.

Future Land Use Map

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM) (excerpt below) indicates that “Urban Commercial / Mixed Use” (UC) is the most appropriate land use character for the subject property. Allowed uses in the UC character include the following: “intensive urban character with a multiplicity of uses, including multi-family

residential, entertainment, restaurants, department stores and other retail, general and professional offices, and hotels.”

In addition, the comprehensive plan identifies several different sub-development types for this land use character. One sub-development type is the “Mixed-Use Lifestyle Center” which “promotes pedestrian-oriented mixed-use centers with integrated, complementary uses; with convention/assembly and/or parks and public spaces that draw visitors from surrounding neighborhoods and communities within the region.” Another sub-development type is the “Mixed-Use Corridor”, which “allows a broad range of commercial, office, and high-density residential uses and public spaces serving surrounding neighborhoods, commercial/professional business parks and visitors from nearby communities.”

It is staff’s opinion that the proposed zoning request is consistent with the UC land use character.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



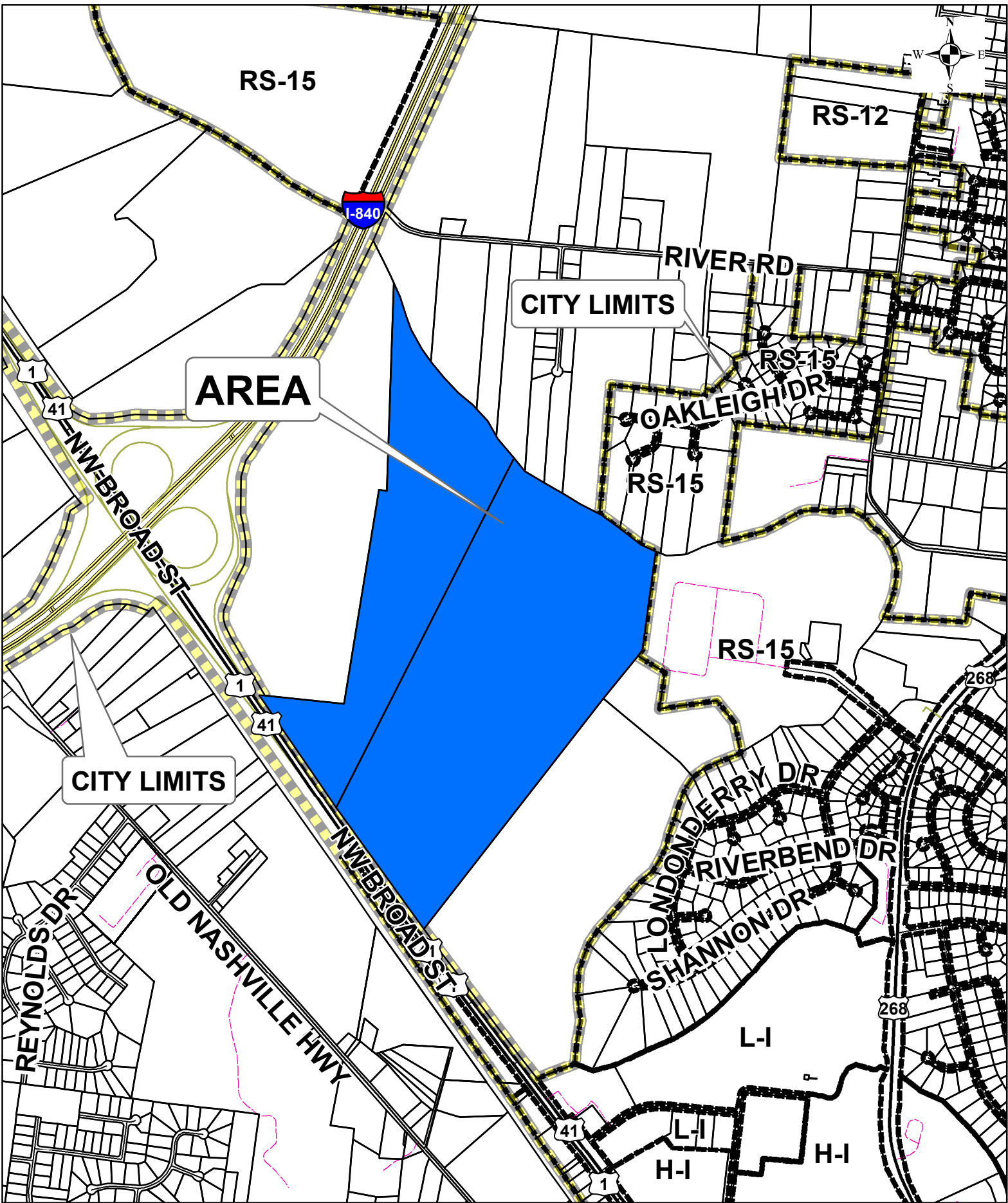
Recommendation:

Staff supports the zoning request to CH and GDO-1 for the following reasons:

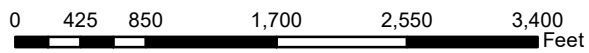
- 1) CH and GDO-1 zoning are consistent with the Future Land Use Map's recommended land use character designation of Urban Commercial / Mixed Use.
- 2) GDO-1 zoning is intended to ensure high quality design and site planning for the property and to help regulate the uses that can be established.

Action needed

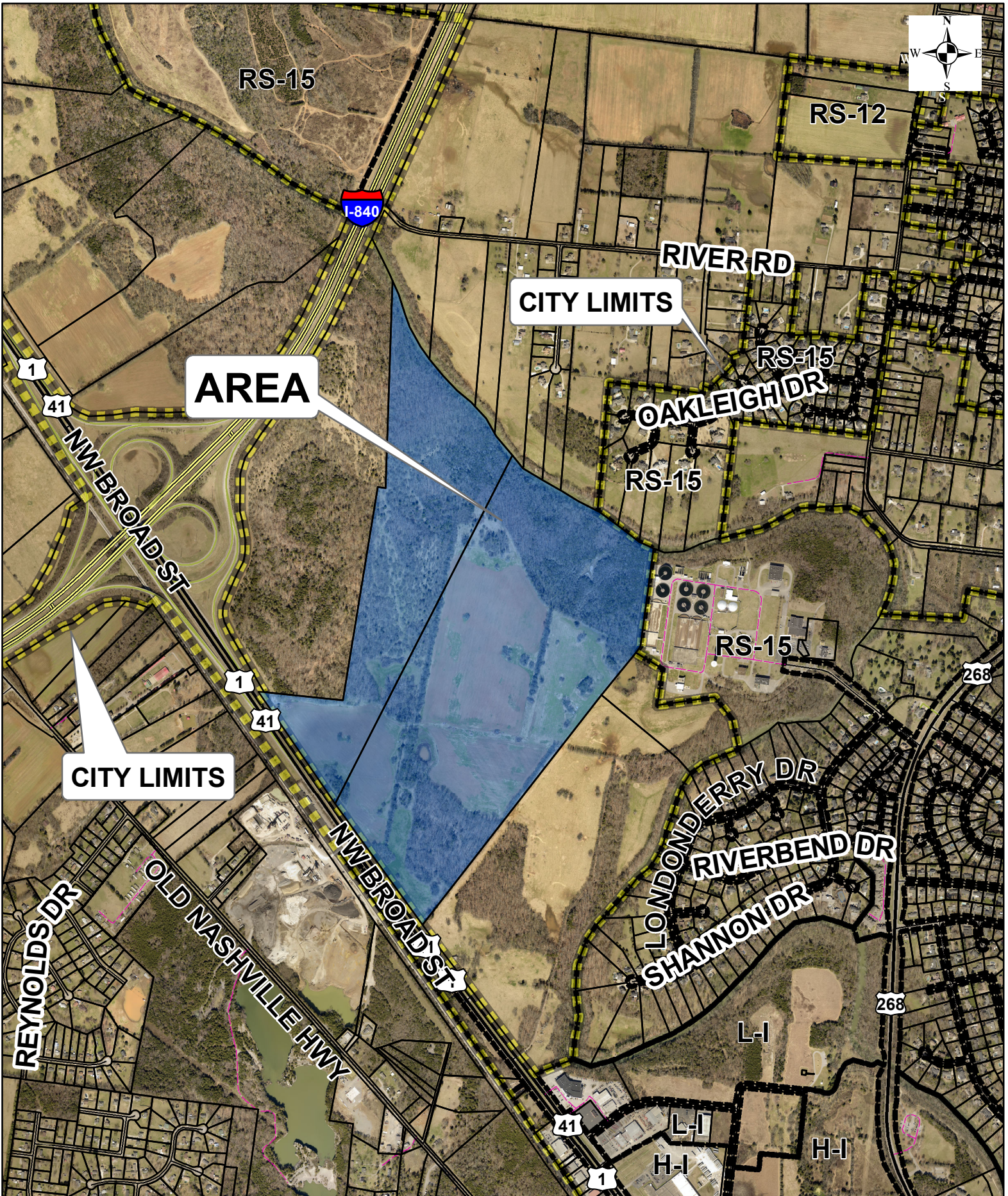
The Planning Commission will need to conduct a public hearing on this zoning request, after which it will need to discuss the matter and then formulate a recommendation for the City Council.



**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



**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



0 425 850 1,700 2,550 3,400
Feet



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: SEC, Inc c/o Matt Taylor

Address: 850 Middle TN Blvd **City/State/Zip:** Murfreesboro, TN 37129

Phone: 615-890-7901 **E-mail address:** mtaylor@sec-civil.com

PROPERTY OWNER: Hord Family

Street Address or property description: along NW Broad St

and/or Tax map #: 70 **Group:** _____ **Parcel (s):** 7.02 & 7.03

Existing zoning classification: RM (county)

Proposed zoning classification: CH w/ GDO-1 **Acreage:** 258.81

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

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): 

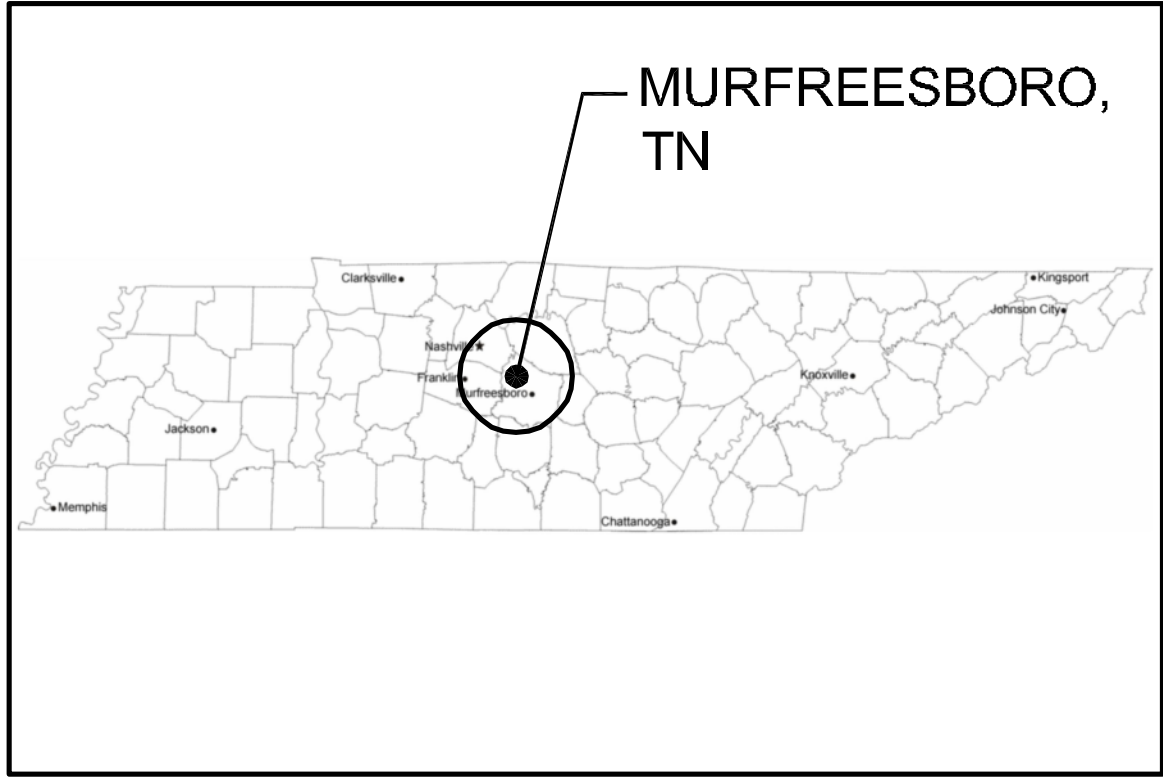
DATE: 12-9-2021

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

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

Amount paid: _____ **Receipt #:** _____

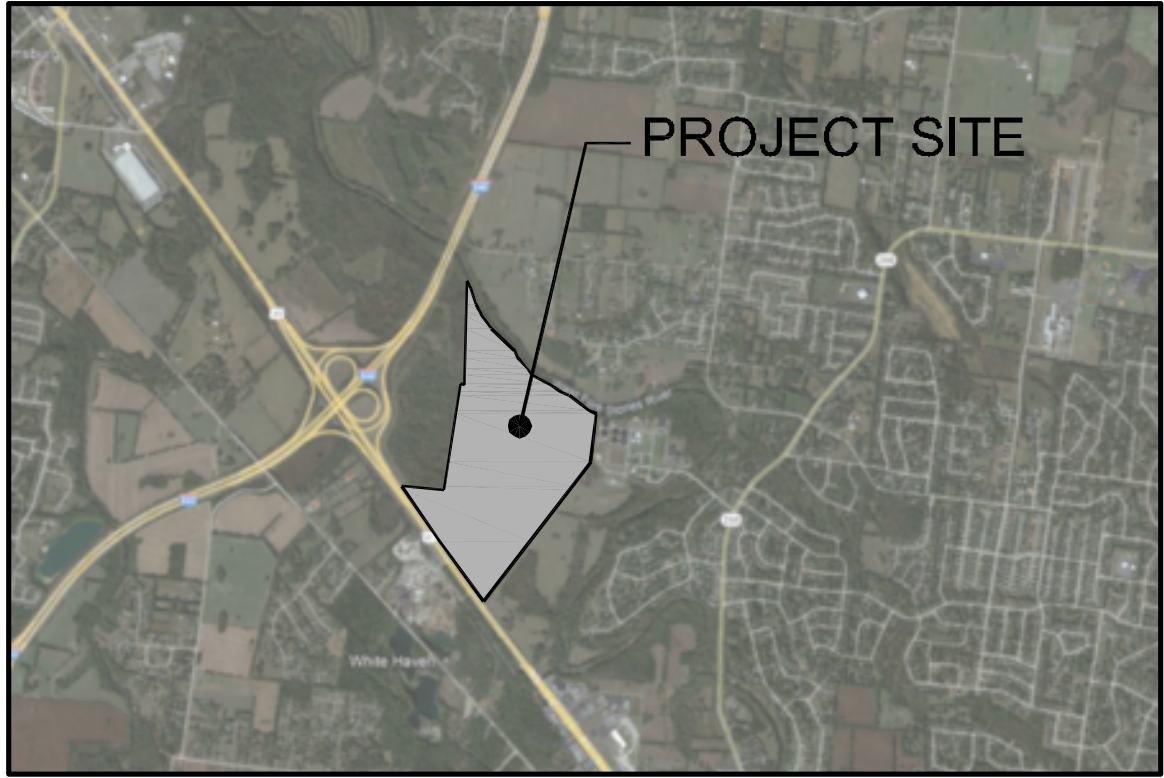
Revised 7/20/2018



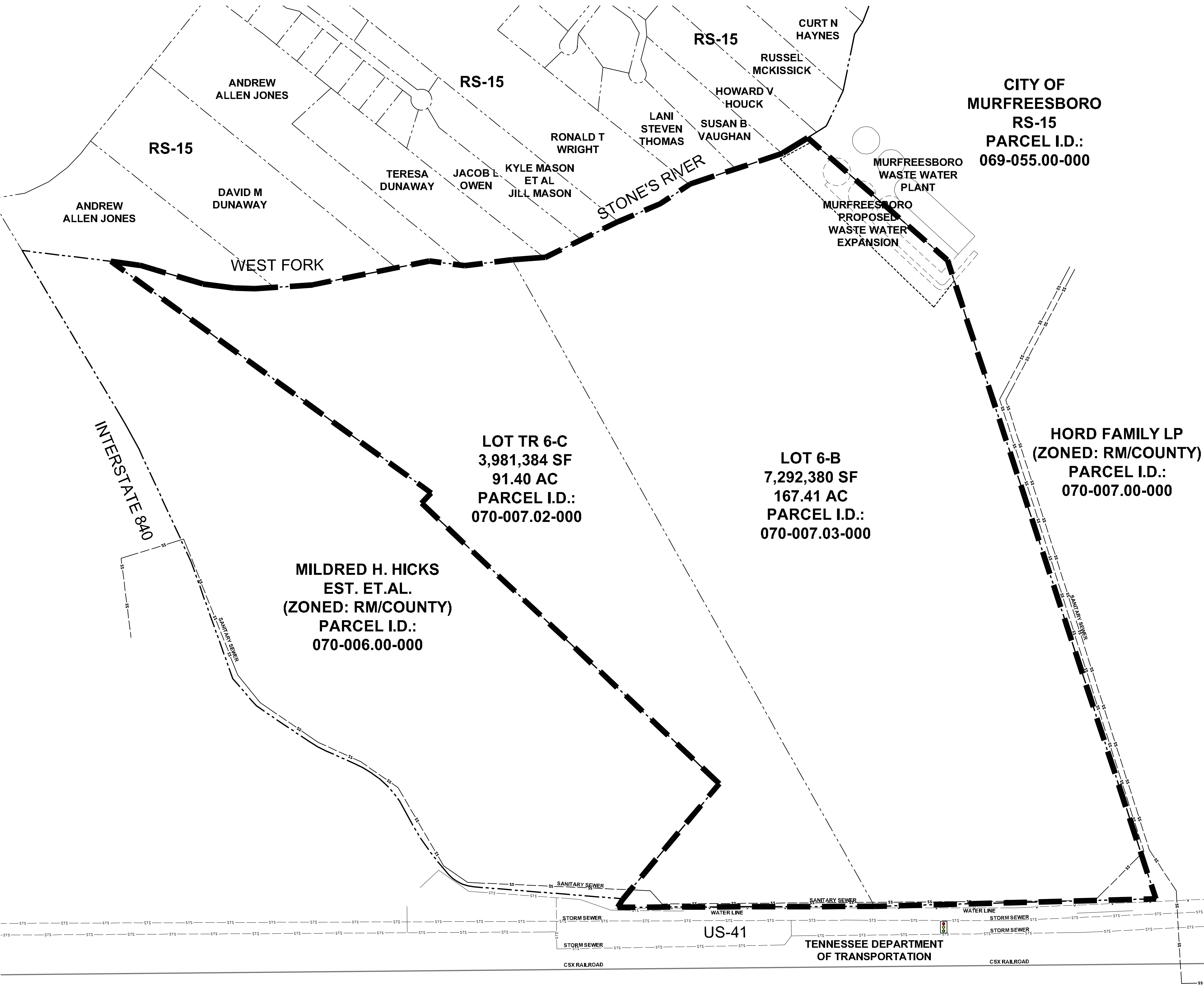
STATE CONTEXT



REGIONAL CONTEXT



SITE CONTEXT



PROPERTY INFORMATION - ZONING EXHIBIT

NAME
MARY HORD HAYMORE (LOT TR 6-C)
THOMAS E. HORD III (LOT 6-B)

LEGAL DESCRIPTION
LOT TR 6-C & LOT 6-B, UNINCORPORATED
HORD PARTITION

EXISTING ZONING:
RESIDENTIAL MEDIUM DENSITY (RUTHERFORD COUNTY)

PROPOSED ZONING:
COMMERCIAL HIGHWAY (CH) WITH GATEWAY DESIGN OVERLAY (GDO-1)

DEVELOPMENT
LEGACY SPORTS AND ENTERTAINMENT PARK

OWNER / DEVELOPER
-

SITE DATA
11,273,764 SQ FT (258.81AC) (COMBINED LOT TR 6-C & LOT 6B)

SITE DATA

Name	Surface Area	Percent Coverage
Site - Combined	11,273,764 SF (258.81 AC)	100%
Lot TR 6-C	3,981,384 SF (91.40 AC)	
Lot 6-B	7,292,380 SF (167.41 AC)	
Building Footprint(s) (Total)	- SF	-%
Paved Surface	- SF	-%
Green Space	- SF	-%
Impervious Surface	- SF	-%
Max Impervious Surface Area Allowed	- SF	-%

LOT, HEIGHT, AREA & YARD REQUIREMENTS

MAXIMUM HEIGHT OF ANY BUILDING SHALL NOT EXCEED - STORY / - (-) FEET.
MINIMUM YARD SETBACKS SHALL BE AS FOLLOWS:
FRONT - (DEPENDS ON LOCATION)
SIDE - % OF LOT WIDTH, MINIMUM -
REAR - % OF LOT DEPTH, MINIMUM -

LINE TYPE LEGEND

---	PROPERTY BOUNDARY
- - -	EASEMENT LINE
---	SETBACK LINE
---	WATER LINE
SS	SANITARY SEWER LINE
SS F	SANITARY SEWER FM
STS	STORM SEWER LINE
UGE	ELECTRICAL
GAS	GAS
FD	UNDERGROUND FIBER
UGT	UNDERGROUND TELE
CTV	CABLE TV
DHP	OVERHEAD POWER



4000 GARDEN VIEW DRIVE
SUITE 101
GRAND FORNS, IN 58201
P: 701.772.4268 | F: 701.772.4275
WWW.ICONARCHITECTURE.COM

STRUCTURAL

MECHANICAL

ELECTRICAL

CIVIL
LLOYD

AUDIO / VISUAL



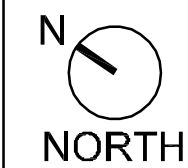
Legacy Sports Family Entertainment Park

Murfreesboro, TN 37129

Drawing History

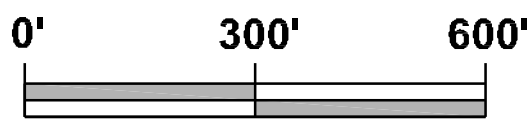
No.	Description	Date
42	FB - 071	10/05/21

DRAWN BY:MK/KD JN: 21-066



Site Plan - Zoning Exhibit

SHEET
A001



MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

6:00 PM

CITY HALL

MEMEBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney

1. Call to order.

Chair Kathy Jones called the meeting to order.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the January 19, 2022, Planning Commission meeting.

Vice-Chairman Ken Halliburton moved to approve the Minutes of the January 19, 2022 Planning Commission meeting; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

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.

Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Bricke Murfree, 1011 Glasgow Drive & and future homeowner at 2227 Shannon Drive - is in favor of the request.
2. Dr. Steven Thomas, 3511 Oakleigha Cove- expressed concerns regarding noise.

Chair Kathy Jones closed the public hearing.

Mr. David Ives addressed concerns regarding violations and enforcement of the City's noise ordinance.

Mr. Matt Taylor (design engineer), Mr. Chad Miller (applicant), Mr. Mike Kuntz (architect), Mr. Rich Riebeling and Mr. Russell Riebeling (developer's representatives) were in attendance representing the application. Mr. Taylor explained how they intend to mitigate noise from the proposed facility. Continuing, Mr. Taylor also addressed concerns regarding flooding.

Mr. Rick LaLance requested for the applicant to save as many mature trees as possible on this property.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022

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

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

Nay: None.

5. Staff Reports and Other Business:

Mandatory Referral [2021-734] for the abandonment of a sanitary sewer easement located on property along East Northfield Boulevard and Pitts Lane, Huddleston-Steele Engineering, Inc. on behalf of Hassan Eslami applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Smyth stated 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.

ORDINANCE 22-OZ-02 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 258.8 acres located along Northwest Broad Street to Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District simultaneous with annexation; SEC, Inc. on behalf of Legacy Sports Tennessee, applicant(s) [2021-433].

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 Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 22-OZ-02



**AREA ZONED
CH AND GDO-1
SIMULTANEOUS
WITH ANNEXATION**

GLASTONBURY WAY

RIVER RD

COAKLEIGH DR

RS-15

RS-15

CITY LIMITS

CITY LIMITS

1
41

1
41

NW BROAD STREET

OLD NASHVILLE HIGHWAY

1
41

LONDONDERRY DR

SHANNON DR
RS-15

L-I



COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Correcting the Zoning Boundary for the Oakland Court PRD

Department: Planning

Presented by: Greg McKnight, 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

Correct the zoning boundary for the Oakland Court PRD located along North Academy Street.

Staff Recommendation

Approve the request to correct the zoning boundary.

It is anticipated that the Planning Commission will recommend approval of this correction at its April 6, 2022 regular meeting. If the Planning Commission does not recommend approval, then this item will be removed from the Council agenda.

Background Information

The Murfreesboro Housing Authority (MHA) presented a zoning application in 2019 [2019-423] to rezone approximately 20 acres along North Academy Street and several other adjacent streets to PRD (Planned Residential District). Council approved the zoning request on second and final reading on October 3, 2019.

Recently, Staff has determined that there was an error on the map prepared for the rezoning, including on the map attached to the effective ordinance approved by Council. The map followed the zoning boundary that was in effect at the time instead of the parcel boundary and inadvertently showed part of the Oaklands Mansion parcel as being included in MHA's zoning change request. After consultation with Legal, it was determined that the best course of action was to bring this item back to Council for a vote to correct this clerical error. If approved by Council, the zoning shown on the City's zoning map for the portion of the Oaklands Mansion parcel in question will revert back to RD (Residential Duplex District), consistent with how it was depicted on the zoning map in 2019 before the Oakland Court rezoning.

Council Priorities Served

Establish Strong City Brand

Correcting this clerical error demonstrates the City's commitment to accuracy.

Attachments:

1. Ordinance 19-OZ-33

2. Map showing zoning boundary correction

ORDINANCE 19-OZ-33 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 20 acres along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive from Duplex Residential (R-D) District to Planned Residential Development (PRD) District (Oakland Court PRD); Murfreesboro Housing Authority, applicant [2019-423].

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 rezone the territory indicated on the attached map.


SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced 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 September 19, 2019
2nd reading October 3, 2019

ATTEST:


Melissa B. Wright
City Recorder

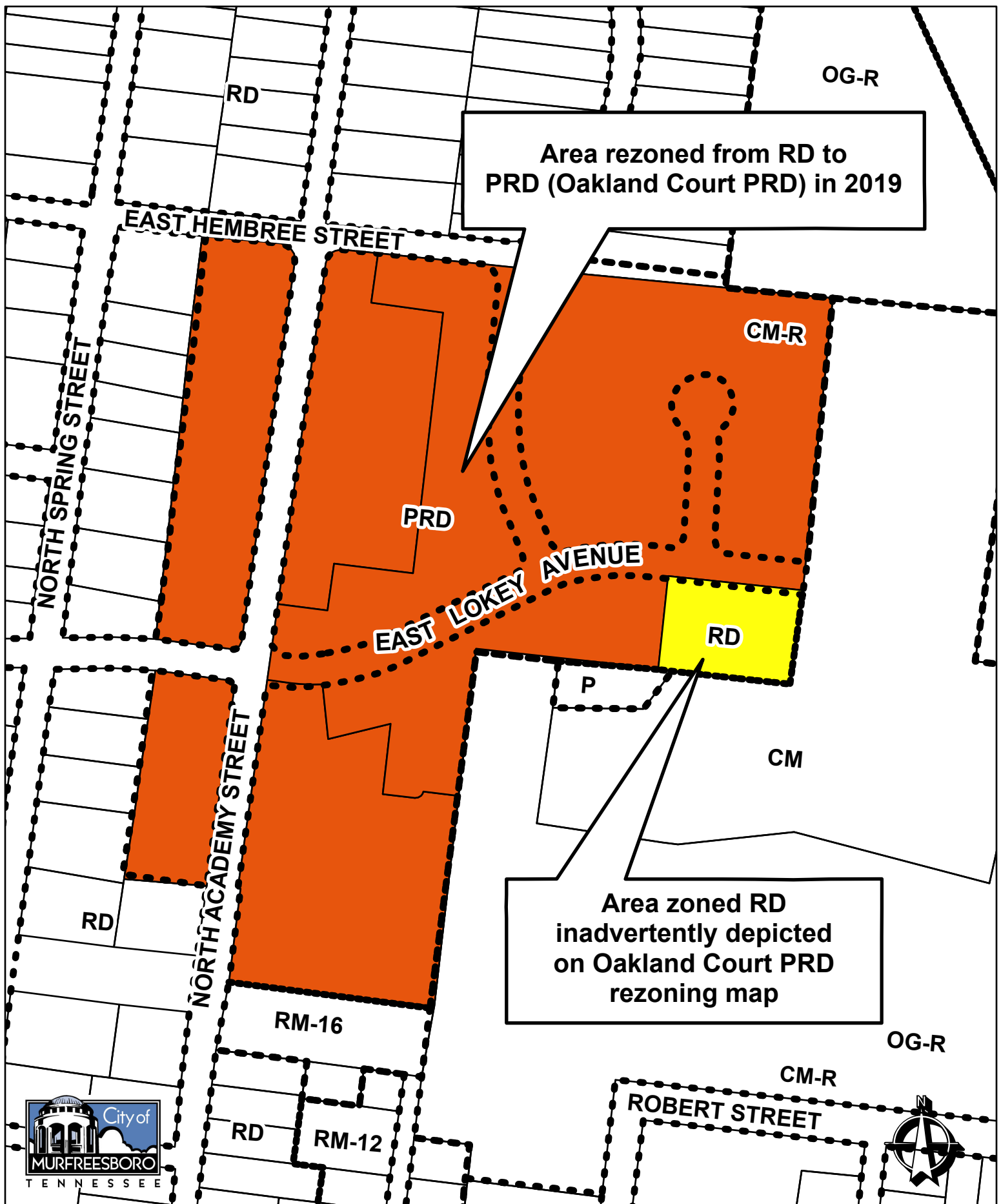

Shane McFarland, Mayor

APPROVED AS TO FORM:


Adam F. Tucker
City Attorney







Zoning map correction for property zoned RD inadvertently included in the rezoning area on the Oakland Court PRD rezoning map

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Planning Commission Recommendation

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 matter previously heard by the Planning Commission for a public hearing before Council.

Staff Recommendation

Schedule public hearing for the item below on May 5, 2022.

Background Information

During its regular meeting on March 2, 2022, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission voted to defer action. It was then discussed further at the March 16, 2022 regular meeting, at which time the Planning Commission voted to recommend its approval to Council.

- a. Proposed amendment to the Zoning Ordinance [2022-801] pertaining to the following:
- Section 2: Interpretation and Definitions;
 - Section 18: Regulations of General Applicability;
 - Section 25: Temporary and Accessory Structures and Uses;
 - Section 34: Floodplain Zoning; and
 - Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes),
City of Murfreesboro Planning Department 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.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Overall Creek FEMA LOMR Supplemental Services

Department: Development Services

Presented by: Sam A. Huddleston, PE, 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

Proposal for supplemental services for FEMA Letter of Map Revision for Overall Creek at Manson Pike.

Staff Recommendation

Approve the Agreement with Neel-Schaffer.

Background Information

The City contracted with Neel-Schaffer in 2020 to study and update the floodplain mapping of Overall Creek at Manson Pike. During the process, Neel-Schaffer discovered several deficiencies in the data and models used for floodplain mapping in this area. Additionally, during review of the Letter of Map Revision (LOMR), FEMA requested additional information and analysis to mitigate potential flood elevation increases and correct the flood model for this location. Neel-Schaffer has provided a supplement services and budget to respond to the previous deficiencies and additional information requested by FEMA.

Council Priorities Served

Improve economic development

This project will help the City maintain compliance with the National Flood Insurance Program which makes flood insurance available to citizens and businesses.

Maintain public safety

Accurate flood maps provide data for proper placement of new developments to reduce risks of future flood damage.

Fiscal Impact

The supplemental services are proposed for \$51,500 for an amended total of \$93,045 which will be funded from the Stormwater Utility Fund reimbursement of the General Fund.

Attachments

Neel-Schaffer Supplemental Services Proposal

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Contract for Siegel Indoor Training Facility Netting and Padding

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

Contract for Netting and Padding at Siegel Soccer Indoor Training Facility.

Staff Recommendation

Approve contract with Grand Slam Safety, pending Legal approval.

Background Information

The Siegel Indoor Training Facility is scheduled to be completed in early summer. The manufacturer of the facility recommended that Grand Slam Safety provide netting and padding to make the facility safe, including padding for interior walls, exposed columns, and footers. After collaboration with the Purchasing Department, staff has determined that a direct purchase through the National Cooperative Purchasing Alliance (NCPA) would yield the best value for the City and allow this work to be completed jointly with the facility's structural completion. NCPA is a cooperative purchasing organization approved by Council per Resolution 15-R-22.

Council Priorities Served

Responsible budgeting

Purchasing through the National Cooperative Purchasing Alliance allows for a substantial price reduction from the MSRP price.

Maintain public safety

Perimeter netting and padding is essential to ensuring participants and spectators are safe while utilizing the Siegel Indoor Training Facility.

Fiscal Impact

The project cost, \$164,500, is funded by the FY21 Capital Budget.

Attachment

Grand Slam Safety Contract

Agreement for Mesh Curtain Systems and Column Padding for the Richard Siegel Soccer Complex For Murfreesboro Parks & Recreation Department

This Agreement is entered into and effective as of the ____ day of _____ 20____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Grand Slam Safety, LLC.**, a limited liability company of the State of New York ("Contractor").

This Agreement consists of the following documents:

- This document
- National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16 (all relevant documents)
- Contractor's Quote No. GSS2022148R1 dated March 15, 2022
- 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
- National Cooperative Purchasing Alliance Contract No. 08-16 (all relevant documents)
- Lastly, the Contractor's Quote No. GSS2022148R1 dated March 15, 2022

1. Duties and Responsibilities of Contractor.

- a. Contractor agrees to provide, and City agrees to purchase the equipment and services set forth on Contractor's Quote dated March 15, 2022, from Contractor's National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16, in accordance with Contractor's Quote.
- b. Contractor must complete installation of mesh curtain systems and column padding by, but no later than, 90 days from the Effective Date of this contract. Installation must be completed per direction of Thomas Laird at the designated park location within Murfreesboro, TN.
- c. Installation Addresses: Murfreesboro Parks & Recreation Department
Richard Siegel Soccer Complex, 515 Cherry Lane,
Murfreesboro, TN 37129
- d. Contractor must contact Thomas Laird 3-5 business days before initiating the installation of mesh curtain systems and column padding.
Email: tlaird@murfreesborotn.gov
Phone: 615-642-3725
- e. Contractor shall remove all trash and excess materials from site.
- f. 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.
- g. 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.
- h. Contractor shall maintain sole responsibly 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.

- i. 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. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.
2. **Term.** 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 Quote dated March 15, 2022, which reflects a total purchase price of **\$164,500.00 (One Hundred Sixty-Four Thousand Five Hundred Dollars)**. 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 20% of purchase price upon order, 50% of purchase price upon approved submittals, and 30% of purchase price 30 days post installation. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be emailed to accounts payable@murfreesborotn.gov.
 - b. Deliveries and installation of all items shall be made within 150 calendar days of order at the 515 Cherry Lane, Murfreesboro, TN. Contact Thomas Laird (phone: 615-642-3725; email: tlaird@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 Contractor's Quote dated March 15, 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 City will exercise reasonable judgment in expectations of delivery due to current supply chain issues. 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 Quote dated March 15, 2022, from Contractor's National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16.
 - 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 shall meet the warranty requirements set forth in by the manufacturer and Contractor's Quote dated March 15, 2022, from National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16.
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:

<p>If to the City of Murfreesboro:</p> <p>City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>	<p>If to the Contractor:</p> <p>Grand Slam Safety, LLC Sam Lyndaker, Sales Representative 9793 Bridge Street PO Box 35 Croghan, NY 13327 sam@grandslamsafety.com</p>
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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 _____, 20____ (the “Effective Date”).

CITY OF MURFREESBORO, TENNESSEE

GRAND SLAM SAFETY, LLC

By: _____
Shane McFarland, Mayor

By: _____
Bob Chamberlain, Chief Operating Officer

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Temporary Flow Monitoring Study Basin MF08

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Conduct temporary flow monitoring in Basin MF08 & MF12 to provide staff sanitary sewer available capacity information during dry and wet weather.

Staff Recommendation

Approval of the additional allowance to allow ADS to conduct study under their pre-existing Master Service Agreement (MSA).

Background Information

In conjunction with the proposal from CIA to study the eastern SPS along the proposed Cherry Lane, staff proposes to install temporary flow monitoring in Basins MF08 and MF12. This monitoring will be through our MSA with ADS, LLC.

The information from this monitoring will assist staff in determining if the NERPS design should continue or be abandoned, whether it is best to upsize the eastern most Sewer Pumping Station (SPS) along Cherry Ln to take sewer flows off Thompson LN and Sinking Creek Interceptor. The study will also determine if the sewer mains that serve General Mills and Butler Drive in MF12 are at capacity.

Staff performs temporary flow monitoring each year which is not typically brought to the Council for approval since staff stays within the approved annual budget amount. However, with the number of monitors needed this year to cover Basin MF08 and MF12, staff felt it necessary to request approval to exceed our FY22 budget.

Council Priorities Served

Responsible budgeting

This temporary flow monitoring study will aid in the comparison between the Cherry Ln and NERPS SPS designs and give staff the information necessary to be responsible in deciding which alternative is best for the sewer system coupled with Murfreesboro's future growth.

Fiscal Impact

The approved annual operating budget for general sewer flow monitoring is \$300K. The monthly expense for the permanent monitors is approximately \$240K which leaves \$60K for temporary flow monitoring and miscellaneous field investigations. The proposed temporary monitoring this year is anticipated to exceed the budgeted amount by \$71,250.

Attachments

ADS Flow Monitoring Costs

March 16, 2022

Ms. Valerie Smith, PE
Assistant Director of Engineering
City of Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Temporary Flow Monitoring 2022

Dear Valerie,

I have prepared for your authorization the pricing for a temporary study of the MF08 basin and General Mills sites. The estimate includes 19 flow monitoring locations and 1 rain gauge for 60 days and utilizes the established contract values for the current year. Since there is not a defined temporary rain gauge unit, I utilized a half unit for the meter rental, installation, and O&M.

Contract Line Item	Basin - MF08 60 Day Temporary Study (16 Locations/1 RG)	Qty	2021-2022 Price	2021-2022 Total
7.0	Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1st 30 days*	495	\$147.01	\$72,769.95
8.0	Collect, Confirmation, Analysis for days >30	495	\$76.22	\$37,728.90
14.0	PM Consultation	4	\$156.80	\$627.20
*0.5 unit for additional rain gauge		Total		\$111,126.05

Contract Line Item	General Mills - 60 Day Temporary Study (3 Locations)	Qty	2021-2022 Price	2021-2022 Total
7.0	Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1st 30 days	90	\$147.01	\$13,230.90
8.0	Collect, Confirmation, Analysis for days >30	90	\$76.22	\$6,859.80
14.0	PM Consultation	0	\$156.80	\$0.00
		Total		\$20,090.70

Temporary Flow Monitoring – 19 Locations/1RG for 60 days = \$131,216.75

As always, we look forward to our continuing partnership with the City of Murfreesboro Water Resource Department. If you have any questions, please contact me at (678) 476-5399.

For MWRD:

Signature: _____

Printed Name/Title: _____

Date: _____


For ADS LLC:

Signature: _____

Printed Name/Title: _____

Date: _____

Best Regards,



Sarah Hembree
Sr. Project Manager
cc: Doug Flanagan, Luis Mijares

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Resident Project Representative for Overall Creek Pump Station

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

SSR Resident Project Representative (RPR) task order to perform construction inspections for the Overall Creek Pump Station (OCPS) Expansion.

Staff Recommendation

Approve SSR task order in the amount of \$186,500.

Background Information

Staff received bids for the Overall Creek Pump Station (OCPS) Expansion on Tuesday February 8th. The low bidder it was recommended to award the project to Blakley Construction Services, LLC (BCS) in the base bid amount of \$4,963,947.

Staff is requesting approval of a task order from SSR for RPR Services for the pump station construction. The Department has always relied on outside services for inspection of the construction of our large pump stations as well as inspections for upgrades to the WTP and WRRF. Our Engineering Inspectors do not have the expertise for inspections of Building Infrastructure.

This Task Order for RPR was requested in addition to their Engineering Task Order. Final costs will be determined based on actual time on the jobsite at the submitted unit rates for RPR.

Council Priorities Served

Expand infrastructure

This OCPS expansion will allow the western and southwestern areas of town to continue to develop and alleviate overflows at the pump station due to heavy rains.

Fiscal Impact

Staff earmarked \$12.3m in the MWRD Working Capital Reserves for both the pump station and forcemain projects for FY22 through FY24. The cost of this assignment is \$186,500.

Attachments

SSR Task Order for RPR

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 24, 2022
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): Overall Creek Pump Station and Force Main Expansion
- e. Specific Project (description): The project includes the resident project representative services for expanding the existing Overall Creek Pump Station from 7.4 MGD peak pumping capacity (5 MGD rated capacity) to approximately 15.4 MGD peak pumping capacity (12.4 MGD rated capacity) by installing new variable speed pumps, constructing a new drywell substructure, constructing a new superstructure to house new electrical and new controls equipment, and new heating, ventilating and air conditioning equipment. The project also includes the design and construction administration for expanding the conveyance capacity of the existing Overall Creek force mains by installing approximately 17,000 linear feet of new 24-inch force main piping and valves from the pump station to the Water Resource Recovery Facility (WRRF) within the existing force mains permanent easement.

2. Services of Engineer

- A. Resident Project Representative (RPR) Services for Contract 1 (Pump Station Expansion) of the above referenced project. Services will be provided for an estimated average of 24 hours per week.

3. Exclusions

- A. Resident Project Representative (RPR) Services for Contract 2 (Force Main) of the above referenced project.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement.

5. Task Order Schedule

The parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Provide RPR services for 480 calendar days.	Within 0 days of the construction contract Notice to Proceed date.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Resident Project Representative Services* (1.6.2.1; 1.6.2.2; 1.6.2.3).	\$186,500	Hourly Not to Exceed
TOTAL COMPENSATION (lines 1.a)	\$186,500	

*Based on a 16-month (68-week) continuous construction period.

B. The terms of payment are set forth in Section 5 of the Agreement.

7. Attachments:

A. Exhibit A – Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 24, 2022.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By: _____


By: _____


Print Name: Andrew T. Johnson

Print Name: Brentley D. Fowler

Title: Principal

Title: Principal

APPROVED AS TO FORM:

City of Murfreesboro Legal Department

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services** dated August 6, 2002.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the

Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-02

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Task Order for Water/Wastewater Mechanical/Electrical Services Contract to remove and replace ten actuators for the granular activated carbon contactors at the Stones River Drinking Water Treatment Plant.

Staff Recommendation

Approve Task Order 22-02 for Water/Wastewater Mechanical/Electrical Services Contract.

Background Information

Task Order 22-02 includes disconnection and removal of ten actuators, furnish and install ten new Beck actuators including electrical work, furnishing, and installing ten new NEMA1 disconnect switches, conduit, and extended wiring for ten actuators, and motor rotation check.

Council Priorities Served

Responsible budgeting

MWRD is exercising responsible budgeting through utilization of existing contract.

Maintain public safety

MWRD ensures that equipment is properly maintained to provide quality water to customers.

Fiscal Impact

The project cost is \$103,965. The cost of this project will be allocated in the FY23 capital budget. \$50,000 is in the FY22 capital budget.

Attachments

JBS Task Order 22-02



...

TASK ORDER NO. 22-02

February 2, 2022

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water and Sewer Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2021 thru June 6, 2022

FOR

GAC Actuator Replacement Project

Task Order No. 22-02

Murfreesboro WTP – GAC Actuator Replacement

BACKGROUND

JBS has been asked to provide a task order estimate for the replacement of the GAC actuators at the water treatment plant. Our scope includes disconnection and removal of ten (10) actuators. Furnish and install ten (10) new Beck actuators following submittal approval. Includes electrical work, which includes furnishing and installing ten (10) new NEMA1 disconnect switches, conduit and extended wiring for ten actuators, and motor rotation check.

Owner has agreed to provide a lift and tow motor for the project.

SCOPE OF WORK

Labor and materials by JBS to replace the GAC actuators as described above.

FISCAL IMPACT

Murfreesboro Water GAC Actuator Replacement			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	23	\$85.00	\$1,955.00
Project Mgr (OT)		\$125.00	\$0.00
Sprinkler Fitter (RT)		\$60.00	\$0.00
Sprinkler Fitter (OT)		\$90.00	\$0.00
Electrician (RT)	67	\$66.00	\$4,422.00
Electrician (OT)		\$99.00	\$0.00
Apprentice/Helper (RT)	67	\$50.00	\$3,350.00
Apprentice/Helper (OT)		\$75.00	\$0.00
Expediter/Delivery (RT)		\$35.00	\$0.00
Expediter/Delivery (OT)		\$52.00	\$0.00
Machine Shop Millwright (RT)	400	\$78.00	\$31,200.00
Machine Shop Millwright (OT)		\$117.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$16.00	\$0.00
Power Threader		\$12.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$28.00	\$0.00
Pickup Truck	311	\$17.00	\$5,287.00
Scissor Lift		\$20.00	\$0.00
Skid Steer		\$26.00	\$0.00
Boom Man Lift		\$30.00	\$0.00

Materials & Subcontractors		
Supply 10 ea Beck actuators 8 each 10" & 2 each 8"		\$47,870.00
Miscellaneous supplies: Safety, bolts, washers, nuts, etc..		\$1,000.00
Electrical Materials		\$3,630.00
Markup on Material & Subcontractors	10.00%	\$5,250.00

TOTAL QUOTE	\$103,964.00
--------------------	---------------------

Contractor:

John Bouchard and Sons Company

By:

David G Proctor IV

Name:

David Proctor

Title:

Project Manager

Date:

2/2/22

City:

City of Murfreesboro

By:

Name:

Shane McFarland

Title:

Mayor

Date:

Approved as to Form:

Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address

1024 Harrison St.

Nashville, TN 37203

Phone number

615-256-0112

Fax number

615-256-2427

Company Contact

David Proctor

E-mail

David.Proctor@jbouchard.com**CITY NOTICE CONTACT INFORMATION**

Murfreesboro Water and Sewer Dept.

Mailing address

300 NW Broad St.Murfreesboro, TN 37130

Phone number

615-890-0862

Fax number

615-896-4259

Company Contact

Darren Gore

E-mail

dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Request for Sewer Variance: 285 N. Rutherford Blvd. Apts (NRB)

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance ☐
Resolution ☐
Motion ☒
Direction ☐
Information ☐

Summary

Requesting a sewer variance for the NRB apartment complex to allow additional units, while reducing the bedroom and occupant count by bifurcation of the existing 4-bedroom units into studio, 1 & 2 bedroom units.

Staff Recommendation

Approval of a variance for this NRB location within Sewer Flow Basin 10-4.

Background Information

Since 2020, the City and Staff has received requests to renovate two different apartment complexes that currently allow renting individual bedrooms instead of full apartment units as a whole. One is located at 2829 S. Rutherford Blvd (SRB) and the other is along 2315 N. Tennessee Blvd (NRB). The Capstone Real Estate Investment Group is in the middle of renovations to take these 3 & 4 bedroom units and split or bifurcate the units into a certain number of 1 & 2 bedroom units.

Water usage data used at the SRB apartments, which has 3 & 4 rent by the bedroom units, was compared with the Richland Falls apartments along Dill Lane, which only has 1 & 2 bedroom units and just a few 3 bedroom units that rent as a unit and do not rent by the bedroom. The comparison of the two complexes is tabulated below.

Item	SRB (Rent by the Room complex)	Richland Falls and (1, 2-bedroom Unit complex)	% Increase or Decrease
Number of Units	180	276	53.3%
Number of Bedrooms	648	488	-24.7%
Bedroom to Unit Ratio	3.60	1.77	-50.9%
Number of Kitchens	180	276	53.3%
Number of Bathrooms	384	466	21.4%
7/19 – 6/20 Sewage discharge (gal)	16,529,586	7,624,000	-53.9%
7/19 – 6/20 Sewage discharge per unit (gal)	91,831	27,623	-69.9%

The most noteworthy comparison is the decrease in sewer discharged in total and on a per room basis when the bedroom count decreases and units are no longer rented by the room. Please note that actual water usage data from a renovated apartment complex has not been made available to validate the comparisons; however, the reduction is so substantial on the two complexes evaluated, staff is confident there will be a reduction in discharge to the sewer in future bifurcation proposals.

The NRB apartments are owned by a different developer, but also has the rent by the bedroom units. The NRB, like the SRB location, is located within restricted Sewer Flow Basins 10-3 and 10-4. These Basins have been designated as only being able to develop at 2.5 single family units per acre (sfu/acre).

Per City Code an apartment unit is treated as one sfu regardless of bedroom count. Staff approved the bifurcation of the SRB complex in 2020 without bringing it to the Board due to it being a Planned Residential Development (PRD) with a zoning approval and land-use right to a maximum number of apartment units. The SRB complex bifurcation was not going to exceed they're previously approved units in the PRD approved by the Planning Commission.

The NRB location does have a previously approved split of PRD and RM-16 for the property by Planning Commission; however, since the number of units will now exceed the previously approved maximum, staff believed it appropriate to request approval to allow this complex to bifurcate to more units but less beds in their remodeling of rent-by-the-room units to studio, 1 & 2 bedroom apartment rental units.

Given the anticipated reduction of sewer discharge in an already stressed portion of MWRD's sewer collection system, staff supports this bifurcation within this restricted sewer flow basin. Please note that staff will stipulate as a requirement that all existing water fixtures within these units be disposed of, and that all new low flow fixtures be installed with the renovations.

Council Priorities Served

Improve economic development

A reduction in sewer flows to the Basin may ultimately allow a removal of the density restriction of 2.5 single family units/acre and re-encourage development within the Basin immediately adjacent to MTSU.

Maintain public safety

The renovations associated with these bifurcation projects will discontinue the practice of rent of the room and alleviate burdens from some other City departments.

Fiscal Impact

With the increase in the number of proposed units, the development will be required to pay additional sewer connection fees in the amount of \$2,550/unit over and above the number of existing units.