

**MURFREESBORO CITY COUNCIL**  
**Regular Session Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**April 21, 2022**

**PRAYER**

Mayor Shane McFarland

**PLEDGE OF ALLEGIANCE**

**Ceremonial Items**

**STARS Award:** Fire Department Captain David Bricker and Police Officer Jaydin Davis

**Consent Agenda**

1. Hangar 1 Construction Change Order (Administration)
2. Proposed Annual Adjustment to Rental Rates (Airport)
3. Relocation of CIP Funds for New Fuel Farm (Airport)
4. Affordable Housing Program – Legacy Pointe Development (Community Development)
5. Town Creek Project ARPA Funding Shift and Budget Supplement (Development Services)
6. Purchase and Installation of Mack Engine (Fleet)
7. Annual Audit Contract (Finance)
8. FY22 City Manager Approved Budget Amendments (Finance)
9. Retail Liquor Certificate of Compliance – Warrior Wine & Spirits – Ownership Change (Finance)
10. Purchase Extrication Tools for New Ladder Truck (Fire Rescue)
11. Mandatory Referral for Abandonment of Drainage and Sanitary Sewer Easements along Manchester Pike (Planning)
12. Mandatory Refereral for Dedication of an Easement on Property along Franklin Road (Planning)
13. Purchase of RADAR Units (Police)
14. Purchase of Police Department Taser Equipment (Police)
15. Main Street Banner Request (Street)

**Old Business**

Ordinance

16. Ordinance 22-O-07 FY22 Budget Amendment (2nd and final reading) (Finance)

## **Land Use Matters**

17. Ordinance 22-OZ-02 Zoning of approximately 258.8 acres located along Northwest Broad Street (2nd and final reading) (Planning)
18. Ordinance 22-OZ-05 Correcting the Zoning Boundary for the Oakland Court PRD (2nd and final reading) (Planning)

## **New Business**

### Ordinance

19. Ordinance 22-O-03: Amend City Code Regarding Retail Liquor Store Regulations (Finance)
  - a. First Reading: Ordinance 22-O-03
20. Ordinance 22-O-04: Amend City Code Regarding Special Event Hours (Finance)
  - a. First Reading: Ordinance 22-O-04

### Resolution

21. Resolution 22-R-10 City Schools Resolution for Employee Inflation-Related Bonus (Schools)

### Land Use Matters

22. Sewer Allocation Variance – Memorial Boulevard – Whataburger (Planning)
23. Scheduling of Zoning Public Hearing (Planning)

### On Motion

24. Fourth of July Fireworks Show Agreement (Parks)
25. Purchase of Uniforms, Clothing and Equipment Items (Police/Fire)
26. Purchase of New Police Vehicles (Police)
27. Rehrig Cart Purchase (Solid Waste)
28. Amendment 1 to Contract with Mid-Cumberland Human Resource Agency (Transportation)

## **Licensing**

### **Board & Commission Appointments**

29. Cable Television Commission
30. Golf Commission

### **Payment of Statements**

### **Other Business**

### **Adjournment**

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31. Golf Commission

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### **Other Business**

### **Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Hangar 1 Construction Change Order

**Department:** Airport

**Presented by:** Scott Elliott

**Requested Council Action:**

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

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**Summary**

Change Order for additional utility items, and an allowance Credit.

**Staff Recommendation**

Staff requests approval of Change Order 4 for the Hangar 1 Replacement project.

**Background Information**

Morgan Construction and Allen & Hoshall were selected by the Murfreesboro Public Building Authority as the design build team for the Hangar 1 Replacement Project at the Murfreesboro Airport. The construction contract was approved by Council on April 8, 2021.

This Change Order is for additional construction allowance costs and items for 2 communication 2" conduits, Removal of trench bedrock and stone for gas utility installations for the project.

The cost associated with this change order is an additional sum of \$6,999.00

**Council Priorities Served**

*Improve economic development*

The new hangar project will expand Airport infrastructure with the construction of a new modern and versatile hangar facility allowing for the use of one or more tenants and providing for the creation of highly skilled jobs within the City.

**Fiscal Impact**

The increase in project costs is 6997.00, for a total construction contract price of \$4,074,612 and an overall project cost of \$4,303,537. Project costs are partially funded through a \$2m Tennessee Airport Economic Development Grant. An additional \$2m was budgeted in FY21 to transfer from General Fund with the remaining costs funded through Airport Fund balance.

**Attachments**

Hangar 1 – Construction Change Order 4



# AIA Document G741™ – 2015

## Change Order for a Design-Build Project

PROJECT (Name and address):

Murfreesboro Airport Hangar 1  
Replacement  
Murfreesboro, TN

CHANGE ORDER NUMBER: 4

DATE: 3/9/2022

OWNER: ☒

DESIGN-BUILDER: ☒

ARCHITECT: ☒

FIELD: ☐

OTHER: ☐

TO DESIGN-BUILDER (Name and address):

Morgan Construction Co., Inc.  
P.O. Box 4404  
690 Manufacturers Road  
Chattanooga, TN 37405

OWNER'S PROJECT NUMBER: 2012

DESIGN-BUILD CONTRACT DATE: March 31, 2021

DESIGN-BUILD CONTRACT FOR: General Construction

### THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Change Request #7 Revised - Credit (\$492) See Attached

Change Request #11 Revised - Add \$4,963 See Attached

Change Request #16 - Add \$2,526 See Attached

The original Contract Sum was

\$ 4,038,015.96

The net change by previously authorized Change Orders

\$ 29,599.00

The Contract Sum prior to this Change Order was

\$ 4,067,614.96

The Contract Sum will be increased by this Change Order in the amount of

\$ 6,997.00

The new Contract Sum including this Change Order will be

\$ 4,074,611.96

The Contract Time will be increased by One Hundred Seventy-Two (172) days.

The date of Substantial Completion as of the date of this Change Order therefore is June 20, 2022.

**NOTE:** This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

*When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.*

### NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Morgan Construction Company, Inc.

DESIGN-BUILDER (Firm name)

P.O. Box 4404

690 Manufacturers Road

Chattanooga, TN 37405-4404

ADDRESS

*Walter L. Ford, Jr.*

BY (Signature)

Walter L. Ford, Jr. President

(Typed name)

*3/09/21*

DATE

City of Murfreesboro

OWNER (Firm name)

111 West Vine Street

Murfreesboro, TN 37133-1139

ADDRESS

BY (Signature)

Shane McFarland, Mayor

(Typed name)

DATE

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User Notes:

(3B9ADA55)



December 27, 2021

Greg McKnight  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#7-Revised)  
Murfreesboro, TN

Dear Greg:

The credit to incorporate changes described by ATMOS required that a pipe bedding mix be added to the utility trench is (\$492). *Credit to City.*

This change request includes using the remaining utility allowance carried in the contract amount of \$3,900.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

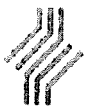
Approved:  Date: 3-4-22

Sincerely,

A handwritten signature in dark ink, appearing to read "Mike Michener".

Mike Michener  
Project Manager

CU



**MORGAN**  
Construction Company, Inc.

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November 30, 2021

Ron Duggin  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#11-Revised)  
Murfreesboro, TN

Dear Ron:

The cost to add two 2" communication conduits is \$4,963.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: [Signature] Date: 3-4-22

Sincerely,

[Signature]  
Michael Michener  
Project Manager

GENERAL CONTRACTORS

P.O. Box 4404 • Chattanooga, TN 37405 • Office: (423) 266-6218 • Fax: (423) 756-4581



**MORGAN**  
Construction Company, Inc.

February 11, 2022

Chad Gehrke  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#16)  
Murfreesboro, TN

Dear Chad:

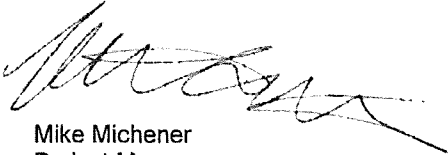
The cost to remove the rock at the oil separator is \$2,526.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved:  Date: 2/15/22

Sincerely,

 2/15/22



Mike Michener  
Project Manager

GENERAL CONTRACTORS

P.O. Box 4404 • Chattanooga, TN 37405 • Office: (423) 266-6218 • Fax: (423) 756-4581

# CITY COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Proposed Annual Adjustment to Rental Rates

**Department:** Airport

**Presented by:** Chad L. Gehrke, Airport Director

**Requested Council Action:**

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

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**Summary**

Proposed annual adjustment to the rental rates of various Airport facilities.

**Staff Recommendation**

Approve a 5% increase in rental rates of various airport facilities with a start date of July 1, 2022.

**Background Information**

The Murfreesboro Municipal Airport Commission has for over two decades reviewed the rental rates for all hangars and tie-downs ensuring that the Airport is maintaining its finances properly and striving to achieve financial self-sufficiency. In the past, the Airport Commission has recommended a 3% increase in monthly rental rates. On few occasions during periods of heavy construction or financial crises, such during FY20 the Commission recommended no adjustment in rates. Because of the inflationary impact on the cost of goods and services, the Commission is recommending a 5% increase rates this year. The proposed adjustment is consistent with the Airport Commission's recent adjustments it has made on Commercial Operator Lease Agreements.

**Council Priorities Served**

*Responsible budgeting*

Review and adjustment of rental rates is necessary to maintain a financially viable and well-maintained the airport.

**Fiscal Impact**

The proposed adjustments to rental rates will generate \$61,800 in additional revenue.

**Attachments**

Proposed Rental Rate Adjustment Spreadsheet

**Murfreesboro Municipal Airport**  
**Proposed Adjustment of Rental Rents**  
**As of July 1, 2022**

<b>T-Hangar Rent</b>	<b>Current Rent</b>	<b>Proposed Adjustment</b>	<b>Rent 7/1/22</b>	<b>Revenue Generated</b>
A, B, C	\$213	\$11.00	\$224	\$37,632
D, E	\$274	\$14.00	\$288	\$44,928
F, H	\$293	\$15.00	\$308	\$73,920
G	\$456	\$23.00	\$479	\$57,480
I and L West Side	\$344	\$17.00	\$361	\$47,652
I, K, L	\$355	\$18.00	\$373	\$93,996
J,	\$472	\$24.00	\$496	\$65,472
End Units Small	\$56	\$3.00	\$59	\$2,124
End Units Large	\$67	\$3.00	\$70	\$3,360
T-hangars Rent	\$68	\$3.00	\$71	\$41,200
<b>Revenue Increase</b>				<b>\$467,764</b>

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** FY21 CIP Funds Relocated for Fuel Farm Project

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Director

**Requested Council Action:**

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

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**Summary**

Reallocate FY21 proceeds for construction of new Fuel Farm.

**Staff Recommendation**

Approve reallocation of Airport CIP funds for construction of new fueling facility.

**Background Information**

The existing fuel farm at the Murfreesboro Municipal Airport was last updated in 1999 although sales of aviation fuels have increased dramatically during this period. The current facility cannot be improved to meet industry standards without major renovations. It is also unattractively located next to the Terminal. Removal and relocation of the old fuel farm allows development of the area as much needed green space. Additionally, the Airport's Jet A fuel tank is a 5,000-gallon and requires coordination with other airports in order to secure a tanker delivery into the City. This inefficiency is inconsistent with the increased demand for Jet A fuel. The cost of the construction for the replacement fuel farm is estimated at \$1.5 million.

**Council Priorities Served**

*Expand infrastructure*

The construction of a new fuel farm is essential to maintaining safe and reliable fuel services which are a key source of revenue as well for the Murfreesboro Municipal Airport.

**Operational Issues**

There will be minor daily operational issues during the construction of the new fuel farm and removal of the old facility.

**Fiscal Impact**

The estimated cost of the new fuel farm, \$1.5 million, is funded from reallocated FY21 Bond proceeds available from deferred Airport projects and amounts remaining after completion of other Airport projects.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Affordable Housing Program – Legacy Pointe Development

**Department:** Community Development

**Presented by:** Sam Huddleston, Executive Director of Development Services

**Requested Council Action:**

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

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**Summary**

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

**Staff Recommendation**

Approve the expenditure from CDBG funds for down payment assistance.

**Background Information**

The purchasers of three new homes (2832 Opportunity Lane, 2835 Opportunity Lane and 2839 Opportunity Lane) constructed in Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance under the City's Affordable Housing Assistance Program. All applicants meet the qualifications for assistance. The program will provide \$10,000 each towards down payment from existing Community Development Block Grant (CDBG) funds.

**Council Priorities Served**

*Maintain public safety*

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

**Fiscal Impact**

The expenditure, \$30,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Town Creek Project ARPA Funding Shift and Budget Supplement

**Department:** Administration

**Presented by:** Sam A. Huddleston, PE, Executive Director Development Services

**Requested Council Action:**

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

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**Summary**

Shift of funding for Town Creek Project from Federal American Recovery Plan Act (ARPA) to Stormwater Utility Fee and a budget supplement for appraisal services.

**Staff Recommendation**

Approve the request to move funding for two tasks initiated under professional services agreements for Town Creek from ARPA to Stormwater Utility Fee Fund and approve the budget supplement for Volkert and Associates for appraisal services.

**Background Information**

To initiate the Town Creek project, Council approved Property Appraisal Services with Volkert and Associates and the contracted appraisers and a Concept Planning Study agreement with Ragan Smith. Daylighting Town Creek Phase 2 has been identified previously as a project on the Stormwater CIP. It has been determined that ARPA funds are better utilized for other aspects of the project and the proposed services alternatively funded from Stormwater Funds. These tasks are underway making it infeasible to reprocur the services.

During the appraisal process, additional relocation plans and services became necessary based on the business occupancy of some of the buildings. Volkert and Associates provided a budget supplement for these additional services.

**Council Priorities Served**

*Responsible budgeting*

Utilization of ARPA funds is a cost-effective means of addressing stormwater improvements.

*Improve economic development*

The Historic Bottoms area is designated as a redevelopment priority. Historically this area was subject to significant flooding; therefore, addressing stormwater improvements to the locations is environmentally critical in addition to the aesthetic enhancements that can assist with redevelopment of this area.

*Expand infrastructure*

Completion of the Town Creek Phase II project will provide walking and biking connectivity from the Discovery Center/Murfree Springs to Cannonsburgh Village and

the Greenway trail system while replacing aging infrastructure in our stormwater system.

**Fiscal Impact**

Funding of \$24,000 for concept Planning Study plus \$245,000 including a \$61,500 budget supplement from Volkert and Associates will shift from ARPA to Stormwater.

**Attachments**

Volkert and Associates Budget Supplement

**SUPPLEMENTAL AGREEMENT NO. 1  
TO CONTRACT FOR PROFESSIONAL SERVICES  
DATED JANUARY 2022 BETWEEN  
City of Murfreesboro AND Volkert, Inc.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the \_\_\_\_day of \_\_\_\_\_, 20\_\_, by and between City of Murfreesboro (hereinafter called the OWNER), and Volkert, Inc. (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 26th day of January 2022, (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with Town Creek ROW, all as more specifically set forth in said Agreement, and

WHEREAS, the OWNER now desires to proceed with additional services as described below, and

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER, and

WHEREAS, the Original Contract shall govern this Supplemental Agreement and is incorporated by reference herein,

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided is included at Attachment A.

Method of compensation to be as follows: \_\_  
Lump sum invoiced by percent complete

Time or beginning and completion of work to be as follows:  
April 2022 – August 2023 (expected)

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

CONSULTANT: VOLKERT, INC.

By: (signature)

Print name:

Title:

Date

Signed:

Federal Employer  
ID # (Corporation)

Social Security #  
(Individual)

By: (signature)

Print name:

Title:

Date

Signed:

## Attachment A

April 12, 2022

Jim Kerr  
Transportation Director  
City of Murfreesboro  
111 West Vine Street  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

**Re: Town Creek NW Broad Street Commercial Relocations  
Right-of-Way Acquisition Scope of Services - Supplement**

Dear Jim:

Volkert, Inc. appreciates the opportunity to submit this supplement request for the Right-of-Way Acquisition and Relocation of the Town Creek project on NW Broad and Hickerson Drive within the City of Murfreesboro, Tennessee.

**Relocation Scope of Services – Additional Relos**

The number of relocations went up from the expected nine to 18 relocations. The fee for these additional nine relocations for the Town Creek project on NW Broad and Hickerson Drive will be \$61,500. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The breakdown is as follows:

- Volkert's fee for the Acquisition Stage Relocation Plan will increase by \$3,000.
- Volkert's fee to conduct relocation services will increase by \$58,500 (\$6,500 per tract).

Volkert, Inc. appreciates the opportunity to submit this supplemental scope of services. If you have any questions, please feel free to contact me. We look forward to working with you on this very important and exciting project for the City of Murfreesboro.

Sincerely,



Dyan C. Damron, PE, PTP  
Traffic & Right-of-Way Manager  
Volkert, Inc.



Justin Eckel, PE  
Vice President  
Volkert, Inc.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Purchase and Installation of Mack Engine

**Department:** Fleet Services Department

**Presented by:** Jack Hyatt, Director of Fleet

**Requested Council Action:**

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

---

**Summary**

Contract for purchase and installation of an engine and clutch in a Water Resources Department's Mack dump truck.

**Staff Recommendation**

Approve the contract for replacement of the engine and clutch for the Water Resources Mack dump truck.

**Background Information**

This agreement allows the Fleet Services Department to replace the engine and clutch for the Water Resource Departments dump truck.

An Invitation to Bid was issued on 4/5/22, B & B Parts and Service was the only bidder.

**Council Priorities Served**

*Responsible Budgeting*

B & B Parts and Service submitted the lowest responsible bid.

**Fiscal Impact**

Funding for this replacement will be funded through the Water Resources Fleet Maintenance FY22 Budget.

**Attachments**

1. Copy of Contract

**Agreement  
for  
Purchase and Installation of Mack Truck Engine**

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 **B&B Part Sales, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-53-2022 – Mack Truck Engine Replacement issued April 5, 2022 (the "Solicitation");
- Contractor's Proposal, dated April 8, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 8, 2022 (the "Price Proposal");
- Addendum #1, issued April 6, 2022 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 following equipment based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-53-2022 – Mack Truck Engine Replacement."

**2. Term.**

The term of this Agreement commences on the Effective Date and expires in six (6) months, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Contractor's services may be terminated in whole or in part:

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

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

**3. Payment and Delivery.**

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of Thirty-two Thousand Two Hundred Two Dollars and Thirty-nine Cents (\$32,202.39). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available for delivery within 180 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The equipment shall be delivered to the City of Murfreesboro Fleet Services Department, located at 4753 Florence Road, Murfreesboro, TN 37130. Attention: Jack Hyatt, [jhyatt@murfreesborotn.gov](mailto:jhyatt@murfreesborotn.gov); 615-217-3037.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

**3. Warranty.** Contractor shall provide all warranties as provided by manufacturer and bid proposal.

**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 imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

**5. Indemnification.**

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

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

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (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	B&B Parts Sales, INC.
City of Murfreesboro	Attn Michael Bolden
111 West Vine Street	1146 Haley Road
Murfreesboro, TN 37130	Murfreesboro, TN 37129
	Mbolden9@hotmail.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. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**City of Murfreesboro, Tennessee**

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

**B&B Parts Sales, INC.**

DocuSigned by:  
By: Michael Bolden  
Michael Bolden, Parts Manager

Approved as to form:

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

# COUNCIL COMMUNICATION

**Meeting Date:** 4/21/2022

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**Item Title:** Annual Audit Contract

**Department:** Finance

**Presented by:** Jennifer Brown, Director of Finance/City Recorder

**Requested Council Action:**

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

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**Summary**

Annual audit contract and production of the annual comprehensive financial report (ACFR) for FY22.

**Staff Recommendation**

Approve the contract with Jobe, Hastings & Associates and authorize the City Recorder to sign the State's electronic contract as the City's representative.

**Background Information**

The annual audit report is a requirement of the State of Tennessee. The proposal includes all funds of the City except for the Evergreen Cemetery, Murfreesboro Water Resources, Murfreesboro Stormwater Fund, and all funds of the Murfreesboro City Schools.

Jobe, Hastings & Associates is a local CPA firm with expertise in government auditing. Experienced audit managers will be assigned to perform and supervise the work. It is important to note that with their skilled assistance in the past the City has received the GFOA Certificate of Excellence in reporting for the past twenty-three years.

**Council Priorities Served**

*Responsible budgeting*

The performance of an independent audit allows the City to meet State requirements, provides assurance that national reporting and accounting standards are followed, and ensures the financial information presented to the public is accurate and justified.

**Fiscal Impact**

The proposed fee is \$168,500, the same fee as the previous year and is included in the Finance Department budget.

**Attachments**

Draft Contract

# CONTRACT TO AUDIT ACCOUNTS

OF

City of Murfreesboro

FROM July 01, 2021 TO June 30, 2022

This agreement made this 15th day of April 2022, by and between Jobe, Hastings and Associates, PO Box 1175, Murfreesboro, TN 37133-1175, hereinafter referred to as the "auditor" and City of Murfreesboro, of PO Box 1139, Murfreesboro, TN 37133-1139, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2021, and ending June 30, 2022 with the exceptions listed below:

- Evergreen Cemetery - 3039
- Murfreesboro Board of Education - 2845
- Murfreesboro City Schools - Internal School Funds - 2809
- Murfreesboro Stormwater Fund - 11226
- Murfreesboro Water Resources - 2433

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **25** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2022, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.) Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions) **See Attachment (1)**

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be

fixed amounts or estimated.) (Fixed Amount: **\$168,500.00**) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

Signature

Title/Position:

E-mail address

Date:

By

Signature

Title/Position:

E-mail address

Date:

**Approved by the Comptroller of the Treasury, State of Tennessee**

For the Comptroller:

By

Date:

Attachment (1) to State of Tennessee Contract to Audit Accounts

We are pleased to confirm our understanding of the services we are to provide for the City of Murfreesboro, Tennessee for the year ending June 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Murfreesboro, Tennessee as of and for the year ended June 30, 2022, except as follows. This contract does not include the audit of the financial statements of the Murfreesboro City Schools Board of Education, Murfreesboro City Schools Internal School Funds, the Murfreesboro Water Resources Department, the Murfreesboro Stormwater Fund, and the Evergreen Cemetery Commission. Those financial statements will be audited by other auditors and/or under separate contracts whose reports thereon will be furnished to us, where applicable. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Murfreesboro, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Murfreesboro, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Data
- 3) Other Post-employment Benefit Data

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Murfreesboro, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards and state awards and related notes.
- 2) Supplementary information, including combining and individual fund financial statements and schedules and financial schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Certain information included in an introductory section.
- 2) Statistical data.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our opinions, insofar as they relate to the amounts included in the Evergreen Cemetery Commission will be based

upon the reports of the other auditors. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of unrecorded material accounts payables.
- Risk that fund balance is not properly classified as nonspendable, committed, assigned and unassigned fund balance.
- Risk of misclassification of government-wide net position between restricted and unrestricted.

- Risk that actuarial valuations of the pension plan and the other postemployment benefits (OPEB) plans are not correct due to inaccurate census data or due to inaccurate actuarial assumptions being used.
- Risk that the insurance claims payable balance is not accurate.
- Risk that all federal grants are not appropriately identified for major program determination.
- Risk that grant revenue not received during the period of availability has not been reclassified as deferred revenue.
- Risk that grant revenues are not earned in compliance with uniform guidance and or grant agreements.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Murfreesboro, Tennessee's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Murfreesboro's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Murfreesboro's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Murfreesboro, Tennessee in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an

audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported

audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 1, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Murfreesboro, Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jobe, Hastings and Associates, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jobe, Hastings and Associates, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency, pass-through

entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 1, 2022 or as soon as information becomes available.

Our invoices for our fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and City Council of the City of Murfreesboro, Tennessee. We will make reference to Matlock Clements' audit of the Murfreesboro City Schools Internal School Funds and Dempsey, Vantrese and Follis' audit of the Evergreen Cemetery Commission in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Murfreesboro.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** FY22 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

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**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

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

Communications

The purchase of a Portable Flypack will allow the City to televise a variety of events. Move a total of \$21,000 from several Communications operating accounts to Communications Machinery & Equipment.

Civic Plaza

For the purchase of epoxy paint used to maintain the walls and floors of the fountain surface. Move \$6,000 from Civic Plaza Other Improvements to Civic Plaza Repair & Maintenance – Fountain.

Transportation

The study for the new bus routes and shelters is considered a part of the cost of those fixed assets. Move \$125,000 from Transit Professional Services to Transit Other Improvements.

Information Technology – Public Safety

Fiber utility will not be in place this fiscal year; therefore, funds are being used to purchase network switches. Move \$192,000 from Information Technology Fiber Utility to Information Technology – Public Safety Computer Equipment.

Fleet Services

The purchase of a heavy equipment scanner to help diagnose and reprogram heavy trucks and equipment is needed. Move \$9,700 from Fleet Salary - Full Time – Regular to Fleet Computer Equipment.

Other General Government

Golf Shop sales have been higher than anticipated and supplies for resale need to be

increased until a budget ordinance can be passed. Move \$50,000 from Unforeseen to Golf Supplies for Resale – Golf Shop.

The P1 gutter drain needs to be replaced. Move \$17,500 from Unforeseen to Parking Garage Other Improvements.

### **Council Priorities Served**

#### *Responsible budgeting*

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

### **Fiscal Impact**

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

### **Attachments**

Detailed Inter-Fund Budget Requests



### **Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org	<u>10117008</u>
Object	<u>525200</u>
Acct Name	<u>Legal Services &amp; Expenses</u>
Amount	<u>\$ 5,000.00</u>

Move funds to:

Org	<u>10117009</u>
Object	<u>594000</u>
Acct Name	<u>Machinery &amp; Equipment</u>

Explanation: To purchase a Portable Flypack which will allow the City to televise a variety of events.

Move funds from:

Org	<u>10117008</u>
Object	<u>528000</u>
Acct Name	<u>Training &amp; Travel</u>
Amount	<u>\$ 6,000.00</u>

Move funds to:

Org	<u>10117009</u>
Object	<u>594000</u>
Acct Name	<u>Machinery &amp; Equipment</u>

Explanation: To purchase a Portable Flypack which will allow the City to televise a variety of events.

**Inter-Fund Budget Amendment Request**

Move funds from:

Org 10117008

Object 526200

Acct Name Repair & Maint. Other Mach & Equip

Amount \$ 5,000.00

Move funds to:

Org 10117009

Object 594000

Acct Name Machinery & Equipment

Explanation: To purchase a Portable Flypack which will allow the City to televise a variety of events.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Move funds from:

Org 10117008

Object 532000

Acct Name Operating Supplies

Amount \$ 5,000.00

Move funds to:

Org 10117009

Object 594000

Acct Name Machinery & Equipment

Explanation: To purchase a Portable Flypack which will allow the City to televise a variety of events.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alan Bogens

Department Head Signature

3/9/22

Date

Amanda DeRosier

Reviewed by Finance

03/11/2022

Date

Approved



Declined



[Signature]

City Manager

3-12-22

Date



### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10315119  
Object 593900  
Acct Name Other Improvements  
Amount \$ 6,000.00

Move funds to:

Org 10315118  
Object 526201  
Acct Name Repair & Maint. - Fountain

Explanation: For the purchase of epoxy paint used to maintain the walls and floors of the pool surface.

[Signature]  
Department Head Signature

3/18/22  
Date

Amanda DeRosia  
Reviewed by Finance

03/18/2022  
Date

Approved



Declined



[Signature]  
City Manager

3.18.22  
Date

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



### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10313318  
Object 525000  
Acct Name Professional Services  
Amount \$ 125,000.00

Move funds to:

Org 10313319  
Object 593900  
Acct Name Other Improvements

Explanation: The study for the new bus routes and shelters is considered a part of the cost of those fixed assets.

James J. Kemp  
Department Head Signature

3-22-2022  
Date

Amanda DeRosia  
Reviewed by Finance

03/23/2022  
Date

Approved



Declined



(Signature)  
City Manager

3-29-22  
Date

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



### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10116018  
Object 524506  
Acct Name Fiber Utility  
Amount \$ 192,000.00

Move funds to:

Org 10116039  
Object 594702  
Acct Name Computer Equipment

Explanation: Fiber Utility will not be in place this fiscal year. Using funds to purchase network switches.

William Terry  
Department Head Signature

3/23/2022  
Date

Amanda DeRosia  
Reviewed by Finance

03/25/2022  
Date

Approved



Declined



[Signature]  
City Manager

3-29-22  
Date

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



... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10125007  
Object 511100  
Acct Name Salary-Full Time-Regular  
Amount \$ 9,700.00

Move funds to:

Org 10125009  
Object 594702  
Acct Name Computer Equipment

Explanation: This is to purchase a heavy equipment scanner. The scanner will be used to diagnose and reprogram heavy trucks and equipment.

[Signature]  
Department Head Signature

3-30-2022  
Date

Amanda DeRosia  
Reviewed by Finance

04/01/2022  
Date

Approved



Declined



[Signature]  
City Manager

4.4.22  
Date

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



### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen Contingencies  
Amount \$ 50,000.00

Move funds to:

Org 10414208  
Object 535003  
Acct Name Supplies for Resale - Golf Shop

Explanation: Golf Shop sales have been higher than anticipated, and supplies for resale need to be  
increased until a budget ordinance can be passed.

Jennifer Burr  
Department Head Signature

4/7/22  
Date

Amanda DeRosia  
Reviewed by Finance

04/07/2022  
Date

Approved



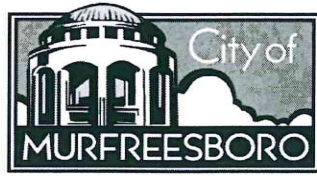
Declined



[Signature]  
City Manager

4.7.22  
Date

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



T E N N E S S E E

... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$ 17,500.00

Move funds to:

Org 10315129

Object 593900

Acct Name Other Improvements

Explanation: For the replacement of the P1 gutter drain

Jennifer Burr  
Department Head Signature

4/8/22  
Date

Amanda DeRosia  
Reviewed by Finance

04/08/2022  
Date

Approved



Declined



[Signature]  
City Manager

4-11-22  
Date

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** Retail Liquor Certificate of Compliance – Warrior Wine & Spirits – Ownership Change

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

---

**Summary**

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

**Background Information**

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

A certificate of compliance is requested by Mahendra Patel, Dharmesh P. Patel, and Mit Gaurangkumar Patel for the Warrior Wine & Spirits at 1433 Warrior Dr. Suite F, which is a change of ownership for a retail liquor store. This request complies with statutory requirements.

**Council Priorities Served**

*Maintain public safety*

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

**Attachments**

Summary of Request for Certificate of Compliance for Retail Liquor Store

## City of Murfreesboro

### Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

#### Owners/Partners/Stockholders/Officers:

<b>Name</b>	Mahendra Patel
<b>Age</b>	59
<b>Home Address</b>	4622 Maryweather Ln
<b>Residency City/State</b>	Murfreesboro, TN 37128
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings:</b>	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

<b>Name</b>	Dharmesh P. Patel
<b>Age</b>	44
<b>Home Address</b>	3810 Montgomery Way
<b>Residency City/State</b>	Smyrna, TN 37167
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings:</b>	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

<b>Name</b>	Mit Gaurangkumar Patel
<b>Age</b>	23
<b>Home Address</b>	3210 Barksdale Cir
<b>Residency City/State</b>	LaVergne, TN 37086
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings:</b>	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

<b>Name of Business</b>	Warrior Wine & Spirits
<b>Business Location</b>	1433 Warrior Dr. Suite F

#### Type of Application:

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

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

<b>Application Completed Properly?</b>	Yes
<b>Application Completion Date:</b>	4/18/2022

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

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Purchase of Extrication Tools for New Ladder Truck

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

---

**Summary**

Extrication tools for newly purchased Ladder Truck.

**Staff Recommendation**

Approve the purchase of extrication tools from single source provider.

**Background Information**

MFRD desires to purchase Hurst extrication tools totaling \$37,545 for the new Ladder Truck scheduled to be completed in December 2022. While awaiting delivery of the vehicle, purchasing this equipment at this time will avoid a significant price increase of which the Department has been informed.

MFRD requests approval to purchase the tools from Municipal Emergency Services (MES). MES is the sole authorized dealer of Hurst equipment in the State. MFRD currently uses HURST extrication tools and purchasing the same type of equipment maintains interoperability and reduces training requirements within the department.

**Council Priorities Served**

*Maintain Public Safety*

Extrication tools are needed for various types of emergencies including vehicle wrecks, structural collapse, and confined space rescues.

**Fiscal Impacts**

This expense, \$37,545, and is incorporated into the total equipment cost of the Ladder Truck and is funded in FY21 CIP Budget.

**Attachments**

1. MES Contract and Quote
2. MES Single Source Letter

## Agreement for Hurst Jaws of Life Extrication Equipment

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 **Municipal Emergency Services, Inc.**, a Corporation of the State of Nevada ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Price Proposal No. QT1564104 dated: 03/15/2022 (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; and
- Lastly, Contractor's Proposals.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Hurst Jaws of Life equipment as specified in Contractor's Proposal QT1564104 dated March 15, 2022.
2. **Term.** The term of this Agreement is for a one-time purchase and commences on the Effective Date first listed above and expires upon the expiration of Contractor's Proposal QT1564104 on May 20, 2022, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Prices quoted are for the equipment on the above-referenced Quote for a one-time purchase only. 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. **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 Price Proposal which reflects a purchase price of thirty-seven thousand five hundred forty-five dollars and twenty-three cents (\$37,545.23). Any compensation due Contractor under the Agreement shall be made upon submission of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
  - b. Deliveries of products shall be made within 8-12 weeks of issuance of Purchase Order. Contact Person: Roger Toombs – Tel: 615-893-1422; email: [rtoombs@murfreesborotn.gov](mailto:rtoombs@murfreesborotn.gov). Delivery address: 1311 Jones Blvd., Murfreesboro, TN 37129. Contact Person 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 on Contractor's Proposals. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **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 (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at

any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

Municipal Emergency Services  
Attn: Tom Bottoms  
12 Turnberry Ln  
Sandy Hook, CT 06482  
[tbottoms@mesfire.com](mailto:tbottoms@mesfire.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.
  - a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and sub-contractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
  - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified protected veterans.**
  - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and sub-contractors 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, pandemic, epidemic, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
21. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE

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

MUNICIPAL EMERGENCY SERVICES

DocuSigned by:  
By: *Tom Bottoms*  
487C4F293B44B5  
Tom Bottoms, Regional Vice President

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
489555F94D  
Adam F. Tucker, City Attorney



6701-C Northpark Blvd  
Charlotte, NC 28216

## Quote

**Quote #** QT1564104  
**Date** 03/15/2022  
**Expires** 05/20/2022  
**Sales Rep** Moore, Jeffrey S  
**Shipping Method** FedEx Ground  
**Customer** MURFREESBORO FIRE DEPT (TN)  
**Customer #** C38006

### Bill To

CITY OF MURFREESBORO  
PO Box1139  
Murfreesboro TN 37133  
United States

### Ship To

Teri Herron  
MURFREESBORO FIRE DEPT (TN)  
1311 Jones Blvd  
Murfreesboro TN 37129  
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272278000-1			S 378EWXT Cutter - TOOL ONLY	1	\$8,691.30	\$8,691.30
271255000-1			SP 555EWXT Spreader - TOOL ONLY	1	\$10,429.32	\$10,429.32
273224000-1			SC358EWXT + Door Tips	1	\$12,214.66	\$12,214.66
90-53-15			EWXT 9 Ah battery	6	\$643.99	\$3,863.94
90-53-37			EWXT/E3 Charger 110-240V	3	\$437.42	\$1,312.26
PP-HED-S378-EWXT			Horizontal Bracket for Hurst eDraulics S378EWXT Submersible cutter & E3 cutter	1	\$251.75	\$251.75
PP-HED-SC358-EWXT-Horizontal			Horizontal Bracket for Hurst eDraulics SC358EWXT Combi & E3 combi	1	\$251.75	\$251.75
PP-HED-SP555-EWXT			Horizontal Bracket for Hurst eDraulics SP555EWXT Submersible spreader & E3 spreader	1	\$280.25	\$280.25

Ladder 6 Hurst EWXT and Bracket Quote.

Price Summary for MES/ Municipal Emergency Services & Lawmen Supply with LOC LEAGUE OF

OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") Contract #PS20040, RFP 1910 Firefighter Equipment Contract price summary.

<b>Subtotal</b>	\$37,295.23
<b>Shipping Cost</b>	\$250.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$37,545.23

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1564104



HURST Jaws of Life, Inc.  
711 North Post Road  
Shelby, NC 28150  
www.jawsoflife.com



Dinglee  
Hurst  
Lukas  
Vetter

March 21, 2022

Murfreesboro Fire Dept  
Chief Mark Foulks  
220 N.W. Broad Street  
Murfreesboro, TN 37130

This will confirm that, as of the date hereof, the following Hurst dealer is the only Hurst dealer whose sales territory for Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst® eDRAULIC®, Hurst® StrongArm®, and Vetter® rescue equipment includes the State of Tennessee and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst® eDRAULIC®, Hurst® StrongArm®, Vetter® and Airshore® rescue equipment:

**MES - Southeast**  
**Charlotte, NC 28216**  
**Phone Number: 800-868-8584**  
**Fax Number: 704-599-4605**

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon  
Director of Rescue Sales  
Hurst Jaws of Life, Inc.

TAR

Cc: Tim Shott, Midwest Regional Sales Manager, Hurst Jaws of Life, Inc.

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** Mandatory Referral for Abandonment of Drainage and Sanitary Sewer Easements along Manchester Pike

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Consider request to allow abandonment of drainage and sanitary sewer easements on property at the southwest corner of Manchester Pike and Keeneland Commercial Boulevard.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on April 6, 2022.

The Water Resources Board voted to recommend approval on March 22, 2022.

**Background Information**

In this mandatory referral [2022-704], Council is being asked to consider the abandonment of drainage and sanitary sewer easements along the east side of Manchester Pike. A site plan has been submitted for the development of three lots at this corner. The development plan hinges on the abandonment of these two easements. Murfreesboro Water Resources Department (MWRD) Staff does not object to the abandonment of the sanitary sewer easement. Correspondence from MWRD is included in the agenda materials. The Murfreesboro Water Resources Board met on March 22, 2022 and voted to recommend approval of this easement abandonment request. In addition, the Planning Department's Project Engineer has determined that the drainage easement will no longer be needed once these lots are combined for the proposed development.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. The new sanitary sewer easement shall be recorded at a time to be determined by the Water Resources Department.
2. The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument of abandonment. This instrument will be subject to final review and approval of the City Legal Department.

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

**Council Priorities Served***Establish Strong City Brand*

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

*Improve Economic Development*

The abandonment of these easements will help to facilitate commercial development with the potential of creating jobs and generating tax revenue.

**Attachments:**

1. Staff comments from April 6, 2022 Planning Commission meeting
2. Memo from MWRD
3. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
APRIL 6, 2022  
PROJECT PLANNER: HOLLY SMYTH**

**5.d. Mandatory Referral [2022-704] to consider the abandonment of drainage and sanitary sewer easements on property at the southeast corner of Manchester Pike and Keeneland Commercial Boulevard, Mr. Matt Taylor of SEC, Inc. applicant.**



These easement abandonments are being requested by SEC, Inc. on behalf of Bob Parks. The 3 properties involved are located on the southeast corner of Keeneland Commercial Boulevard and Manchester Pike. The applicant is requesting the abandonment of an approximately 240' long by 20' wide sanitary sewer easement along the east side of two of the parcels and a 100' long by 20' wide drainage easement along the south side of one parcel as shown on the attached engineering exhibit. These easements were dedicated by Plat book 25, page 75 when the property was initially subdivided for the Keeneland Commercial Center affecting lots 12, 13, and 14. A small section of sewer line was installed within a small portion of the sewer easement area. We have received a site plan for review that depicts the construction of 2 buildings containing 10,000 square feet each that will ultimately combine the three existing lots. The old conflicting sewer line will be removed and new sewer extensions shall be installed. If necessary a new sewer easement will be dedicated prior to the completion of the project.

Murfreesboro Water Resources Department (MWRD) staff does not object to this request and the Water Resources Board voted at its meeting on March 22, 2022 to recommend approval of the sewer abandonment subject to the recording of the new sanitary sewer easement if needed prior to the completion of the development project. Correspondence from MWRD is included in the agenda materials.

Additionally, Planning Department Project Engineer Katie Noel reviewed the drainage easement abandonment at the rear of lot 14 of the Keenland Commercial Center plat. The easement is located at the top of the drainage basin and is not receiving water from any additional properties after the lots are combined. No drainage facility is currently located in the easement, therefore, the easement will no longer be required and can be abandoned. The proposed development will discharge into the remaining drainage easement at the rear of the adjacent lot which is directly east of the proposed project parcels.

Planning Staff recommends that the Planning Commission vote to recommend approval of the requested abandonments to City Council subject to the following conditions:

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

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

Attachments:      Water Resources Report  
                         Abandonment Application

March 16, 2022

Mrs. Holly Smyth  
City of Murfreesboro Planning Dept.  
111 West Vine Street  
Murfreesboro, TN 37133-1139

RE: Keenland Commercial  
Drainage and Sewer Easements Abandonment Mandatory Referral  
SEC Project No. 21082

Dear Holly Smyth,

Please find the attached supplemental documents to support the mandatory referral request to abandon sewer and drainage easements at the property located at the corner of Keenland Commercial Blvd. and Manchester Hwy.

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

Sincerely,



Matt Taylor, P.E.  
SEC, Inc.



City of Murfreesboro  
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

112H, Group B  
Tax Map/Group/Parcel: Parcel 7.00, 8.00, & 9.00 | Address (if applicable): Corner of Keenland Commercial Blvd. and Manchester Hwy.

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

Type of Mandatory Referral: Drainage and Sewer Easements abandonment

Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

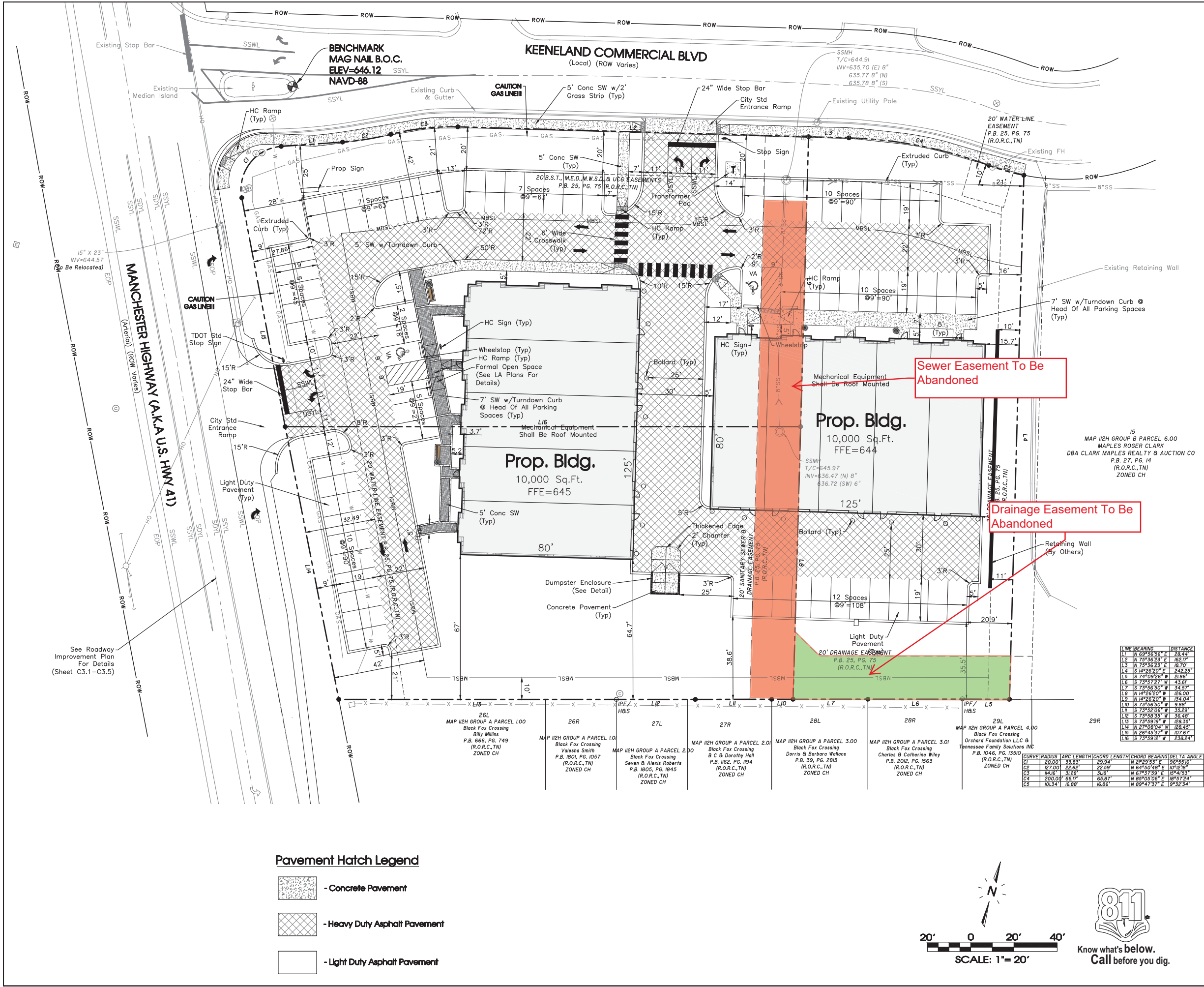
Phone Number: 615-890-7901

Required Attachments:

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

Applicant Signature

Date



**Legend:**

EXIST. CONCRETE MONUMENT	BENCHMARK
IRON PIN SET (I.P.S.)	HANDICAP PARKING SYMBOL
IRON PIN FOUND (I.P.F.)	V.A. VAN ACCESSIBLE HANDICAP DESIGNATION
EXIST. SIGN POST	HC SIGN
EXIST. SEWER CLEANOUT	PROPOSED SIGN POST
EXIST. MANHOLE (SEWER & PHONE)	CONCRETE BOLLARD
EXIST. CATCH BASIN (STORM SEWER)	WHEEL STOP
EXIST. WATER/GAS VALVE	CONCRETE SIDEWALK
EXIST. TELEPHONE RISER	EXTRUDED CURB
EXIST. GAS RISER	CURB & GUTTER
ELECTRICAL ENCLOSURE	TRAFFIC ARROW
EXIST. WATER METER	TURN LANE ARROWS
EXIST. UTILITY POLE	REVISION NUMBER
EXIST. FIRE HYDRANT	DRAINAGE STRUCTURE DESIGNATION
POST INDICATOR VALVE	DRAINAGE PIPE DESIGNATION
BLOW OFF VALVE	RIP RAP
REDUCER	RUNOFF FLOW ARROW
REMOTE FIRE DEPT. CONNECTION	INLET FILTER PROTECTION
CONCRETE THRUST BLOCK	PROPOSED SPOT ELEVATION
DOUBLE DETECTOR CHECK VALVE	EXIST. SPOT ELEVATION
FIRE DEPT. CONNECTION	SEWER/STORM FLOW DIRECTION
FIRE HYDRANT	CATCH BASIN
GATE VALVE & BOX	CURB INLET
WATER METER	AREA DRAIN
GAS METER	HEADWALL
GREASE TRAP	WINGED HEADWALL
EXTERIOR CLEANOUT ECO	CONCRETE SWALE
MANHOLE	TYPE - X - HEADWALL

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	
EASEMENTS	
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	
EXISTING FENCELINE	X X X X
MINIMUM BUILDING SETBACK LINE	
PHASE BOUNDARY	
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	-60-
PROPOSED CONTOUR LINES	-60-
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
EXISTING WATER	W W
PROPOSED WATER	W W

**Owner/Developer:**  
Bob Parks  
P.O. Box 5049  
Murfreesboro, TN 37129  
Phone: (615)-896-4045

**Dead Reference:**  
Tax Map 112 H Group B, Parcel 7.00, 8.00, & 9.00  
R.Bk. 661, Pg. 815

**Yard Requirements:**  
Front: 42'  
Side: 10' (The minimum side yard shall apply only if the property abuts or is adjacent to property zoned or used for residential purposes or the residential portion of an approved planned development. Otherwise, no side yard is required)  
Rear: 20'

**Intended Use:**  
Commercial Center

**Land Use Data:**  
Zoned: CH (Commercial Highway)  
2, 1-Story Building  
Building Ht.: 20'-0"  
Total Floor Area: 20,000 Sq.Ft.  
1 Lot on: 2.01± Acres

**Parking Requirement:**  
Office: 300 Sq.Ft. x 6,000 Sq.Ft. = 20 Spaces  
Warehouse: 200 Sq.Ft. x 14,000 Sq.Ft. = 28 Spaces  
Required: 48 Spaces  
Provided: 48 Regular + 2 H.C. = 50 Spaces

**Flood Map No.:**  
This site lies within Zone X, outside the 100 Year Floodplain, per Community Panel 47149C0290H dated January 5, 2007.

**SEC, Inc.**  
ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
850 MIDDLE TENNESSEE BOULEVARD, SUITE 300  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 896-4045 FAX: (615) 896-4046  
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.  
COPYRIGHT SEC, INC., 2022

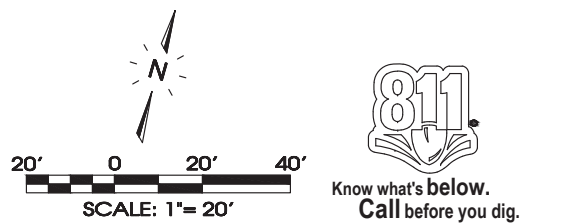
**Keeneland Commercial**  
Murfreesboro, Tennessee

**Site Plan**

**C2.0**

**Pavement Hatch Legend**

	- Concrete Pavement
	- Heavy Duty Asphalt Pavement
	- Light Duty Asphalt Pavement



**LINE BEARINGS DISTANCE**

L1	N 69°56'56" E	28.44'
L2	N 73°56'23" E	162.77'
L3	N 73°56'23" E	16.70'
L4	S 14°26'20" E	242.25'
L5	S 74°09'26" W	21.86'
L6	S 73°56'50" W	43.60'
L7	S 73°56'50" W	34.57'
L8	N 14°26'20" W	126.00'
L9	N 14°26'20" W	154.04'
L10	S 73°56'50" W	9.88'
L11	S 73°56'06" W	35.29'
L12	S 73°56'50" W	36.48'
L13	S 73°59'19" W	128.35'
L14	N 2°06'04" W	128.45'
L15	N 28°43'57" W	107.67'
L16	S 73°59'12" W	238.24'

**CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE**

C1	20.00'	33.83'	29.94'	N 2°29'53" E	96°55'16"
C2	127.00'	22.62'	22.59'	N 64°50'48" E	10°12'18"
C3	14.16'	3.28'	3.10'	N 67°37'59" E	10°16'54"
C4	200.00'	66.17'	65.87'	N 85°05'06" E	18°57'24"
C5	101.34'	16.88'	16.86'	N 89°47'37" E	9°32'34"



*... creating a better quality of life*

# MEMORANDUM

DATE: March 17, 2022  
TO: Water Resources Board  
FROM: Valerie H. Smith  
SUBJECT: Sewer Easement Abandonment  
Keenland Commercial Center

---

## **BACKGROUND**

This easement abandonment request is from SEC, Inc on behalf of Bob Parks. They are requesting the abandonment of an existing sewer easement as shown as the orange highlighted area on the attached exhibit. This easement was dedicated by plat when the property was subdivided. Now, with the development and combining of these lots the sewer main and easement are no longer necessary and are also in conflict with a proposed building. If a sewer main extension is necessary in a different location easement will be dedicated prior to the completion of the project.

## **RECOMMENDATION**

Staff recommends approval of abandoning this existing sewer easement.

## **FISCAL IMPACT**

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

## **ATTACHMENTS**

Easement Abandonment Request  
Abandonment Exhibit

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

---

**Item Title:** Mandatory Referral for Dedication of an easement on Property along Franklin Road

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Consider request to allow dedication of an easement for Middle Tennessee Electric (MTE) on City-owned property at 7096-7122 Franklin Road.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on April 6, 2022.

**Background Information**

In this mandatory referral [2022-708], Council is being asked to consider the dedication of an easement for MTE on City-owned property at 7096-7122 Franklin Road for the purposes of installing down guys and anchors. The property in question is located along the north side of Franklin Road west of the City limits. The easement is proposed to be located approximately 600' west of the eastern property line of this tract and is proposed to be 10' x 30' in size. Staff has contacted AT&T, Comcast, Consolidated Utility District (CUD), and Atmos Energy about this request. AT&T, Comcast, and CUD all indicated that there were no conflicts with the proposed easement and any of their respective utilities. Atmos, however, indicated that it has a 4" gas line in the vicinity of the proposed pole and asked that the pole maintain a minimum of 3' of separation from the existing gas line. MTE has agreed to field-locate Atmos' line and shift the proposed pole as needed to keep the minimum 3' separation.

Planning Staff recommends that the City Council approve this request subject to the following conditions:

- 1) The legal instrument to dedicate the easement will be subject to the review and approval of the City Legal Department.
- 2) The applicant will be responsible for recording said legal instrument, including payment of any applicable recording fees.
- 3) Prior to recording the easement, MTE shall field locate the existing Atmos gas line and adjust the location of the pole as needed in order to maintain a minimum of 3' of separation from the gas line.

## **Council Priorities Served**

### *Establish Strong City Brand*

The dedication of this easement is consistent with the City's goals to be customer service-oriented, working with utility providers to provide adequate facilities on City property.

### *Expand infrastructure*

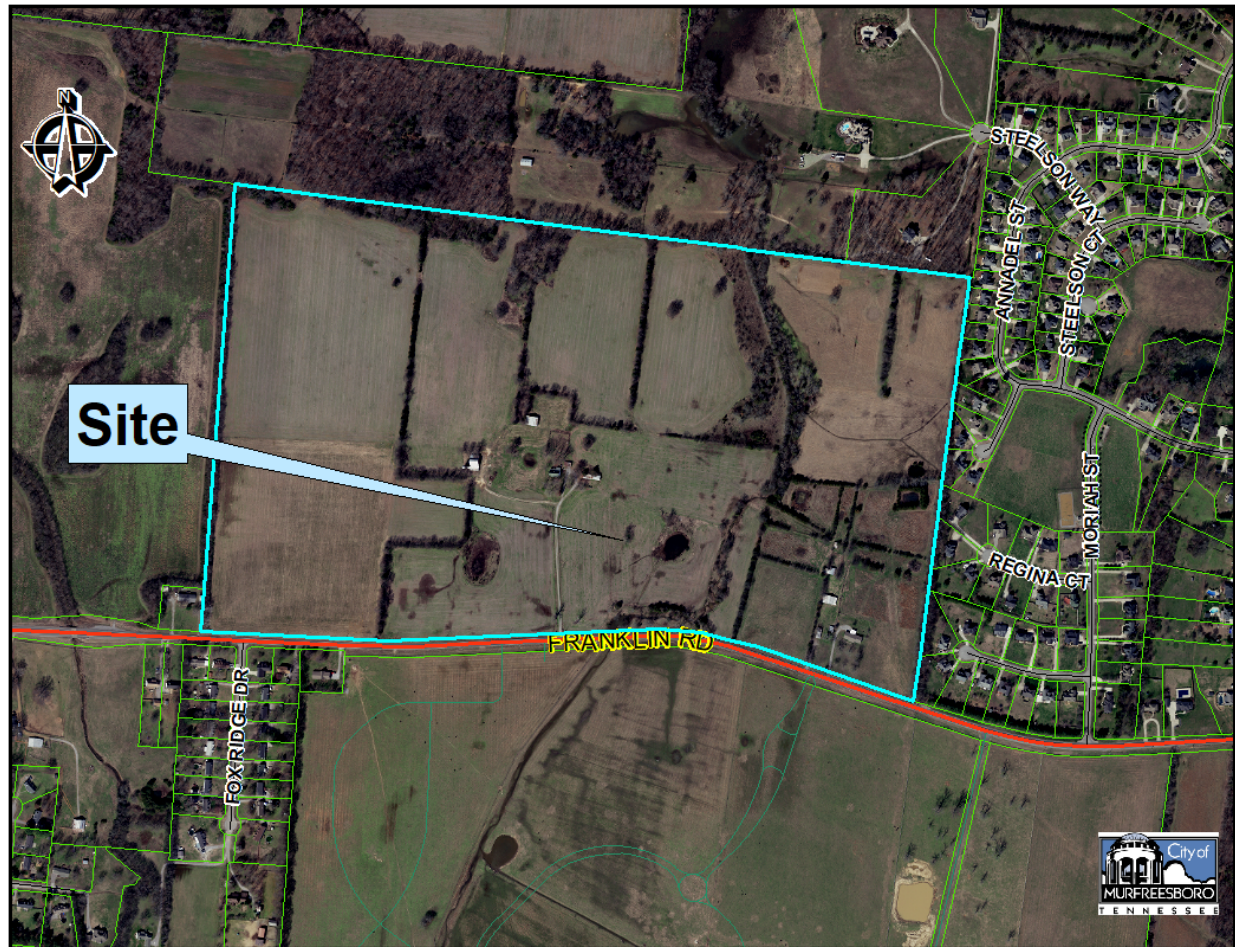
The dedication of this easement will allow MTE to install needed down guys and anchors.

## **Attachments:**

1. Staff comments from April 6, 2022 Planning Commission meeting
2. Memo from MWRD
3. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
APRIL 6, 2022**

- 5.f. Mandatory Referral [2022-708] to consider the dedication of an easement for Middle Tennessee Electric (MTE) on property City-owned property located at 7096-7122 Franklin Road, MTE applicant.**



In this mandatory referral, Middle Tennessee Electric is requesting approval to dedicate an electric easement on City property at 7096-7122 Franklin Road for the purposes of installing down guys and anchors. The property in question is located along the north side of Franklin Road west of the City limits. The easement is proposed to be located approximately 600' west of the eastern property line of this tract and is proposed to be 10' x 30' in size.

Staff has contacted AT&T, Comcast, Consolidated Utility District (CUD), and Atmos Energy. AT&T, Comcast, and CUD all indicated that there were no conflicts with the proposed easement and any of their respective utilities. Atmos, however, indicated that it has a 4" gas line in the vicinity of the proposed pole and asked that the pole maintain a minimum of 3' of separation from the existing gas line. MTE has agreed to field-locate Atmos' line and shift the proposed pole as needed to keep the minimum 3' separation.

**Action Needed:**

Staff recommends that the Planning Commission vote to recommend approval to Council of this mandatory referral subject to the following conditions:

- 1) The legal instrument to dedicate the easement will be subject to the review and approval of the City Legal Department.
- 2) The applicant will be responsible for recording said legal instrument, including payment of any applicable recording fees.
- 3) Prior to recording the easement, MTE shall field locate the existing Atmos gas line and adjust the location of the pole as needed in order to maintain a minimum of 3' of separation from the gas line.

Staff will be available to answer any questions.



City of Murfreesboro  
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 075094 05500

Address (if applicable): 7096 Franklin Rd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: MTE Right of Way Easement

Applicant Information:

Name of Applicant: Chris Barns

Company Name (if applicable): Middle Tennessee Electric

Street Address or PO Box: 205 N. Walnut St.

City: Murfreesboro

State: TN

Zip Code: 37130

Email Address: chrisbarns@mte.com

Phone Number: 615-494-0428

\$150.00

Required Attachments:

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

Applicant Signature

3/16/2022

Date

3/16/2022

RE: City of Murfreesboro Mandatory Referral Application – 7096 Franklin Rd

To Whom It May Concern:

Middle Tennessee Electric (MTE) requests to obtain a Right of Way Easement for the property located at 7096 Franklin Rd to install permanent down guys and anchors. The proposed location is shown in the attached exhibits, which is approximately 600ft west of the eastern property line. A new pole will be installed in the TDOT ROW for SR-96 and the subsequent down guys and anchors will be installed on the City of Murfreesboro property. The proposed easement dimensions would be 10ft x 30ft in length.

Please let me know if any additional information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Barns", with a stylized, cursive script.

Chris Barns, P.E.

Development Engineer

Office: 615-494-0428

---

Prepared by:  
MTEMC  
555 New Salem Hwy.  
Murfreesboro, TN 37129

Service Location # 6000115941 Meter Set SO# \_\_\_\_\_ WO # 15842198

RIGHT OF WAY EASEMENT

Development Blanket Easement YES ☐ NO ☒ Name of Development \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

\_\_\_\_\_ and/by \_\_\_\_\_  
Print Name \_\_\_\_\_ Print Name \_\_\_\_\_  
(unmarried) (husband and wife) or (Print Business Name) \_\_\_\_\_ CITY OF MURFREESBORO \_\_\_\_\_ (business entity) for a good and valuable  
consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative  
corporation hereinafter "Cooperative", whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the  
undersigned, situated in the County of \_\_\_\_\_ RUTHERFORD \_\_\_\_\_, State of Tennessee, at  
(911 address) \_\_\_\_\_ 7096 \_\_\_\_\_ FRANKLIN RD \_\_\_\_\_ MURFREESBORO \_\_\_\_\_ TN \_\_\_\_\_ 37129  
house # \_\_\_\_\_ Street/road name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

further described in County Tax Assessor's Tax Maps as

County Code 075 Map 094 Group \_\_\_\_\_ Parcel 05500

which property may be further referenced as property of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, of the Register's Office of the  
above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at  
length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system  
and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said  
lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative  
may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of  
conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and  
control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40') of said line  
or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the  
growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent  
and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEMC (except those trees that appear on  
the MTEMC approved standard planting guide) which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery  
or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any  
trees, shrubbery or vegetation within 15' of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to  
license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and  
related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other  
service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the  
Cooperative's use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the  
above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within twenty feet (20') of the centerline (a total of 40')  
of said line or system, the undersigned must secure in advance the written approval of the cooperative which approval may be withheld by MTEMC in its  
sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance  
of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy  
additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

(Print Name) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_

OR

(Print Business Name) \_\_\_\_\_

(Authorized Representative Print Name & Title) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me personally appeared to me known (or proved to me on the basis of  
satisfactory evidence) to be the person or persons described in, and who  
executed the foregoing instrument, and acknowledge that he/she/they  
executed the same as his/her/their free act and deed.

Witness my hand and official seal at \_\_\_\_\_, Tennessee,  
the day and year aforesaid.

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

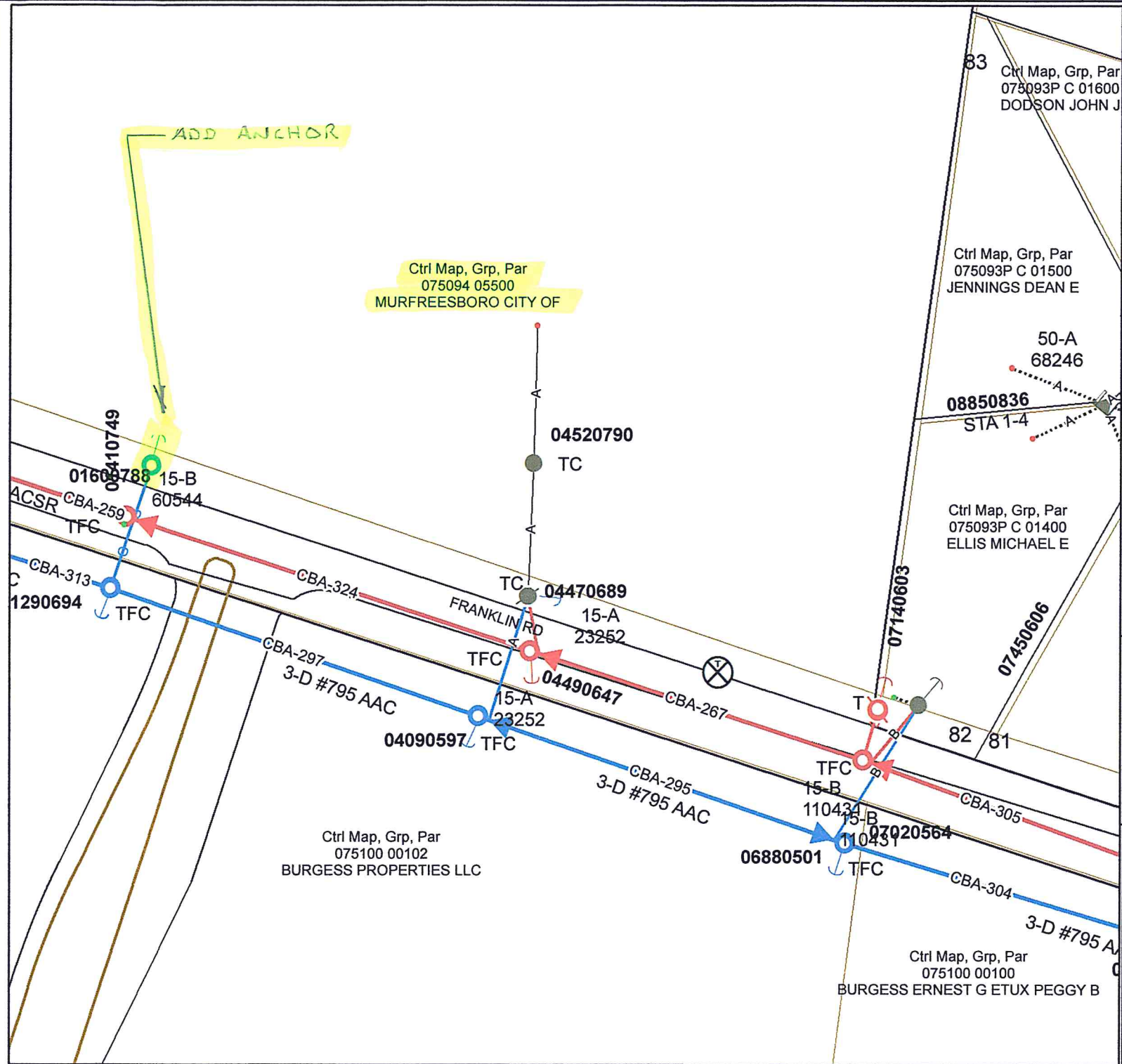
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me personally appeared to me known (or proved to me on the basis of  
satisfactory evidence) to be the person or persons described in, and who  
executed the foregoing instrument, and acknowledge that he/she/they  
executed the same as his/her/their free act and deed.

Witness my hand and official seal at \_\_\_\_\_, Tennessee,  
the day and year aforesaid.

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



Disclaimer:  
Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005. All Rights Reserved.

Job Number: 15842198

Location: Pulte-Burgess Franklin Road Line

Description:

Map: 5149-F

Circuit:

Protective Device:

Switch Number:

Scale: 1 inch = 100 feet

Print Date: 2/10/2022

MTEMC ID



Parcels:MURFREESBORO CITY OF

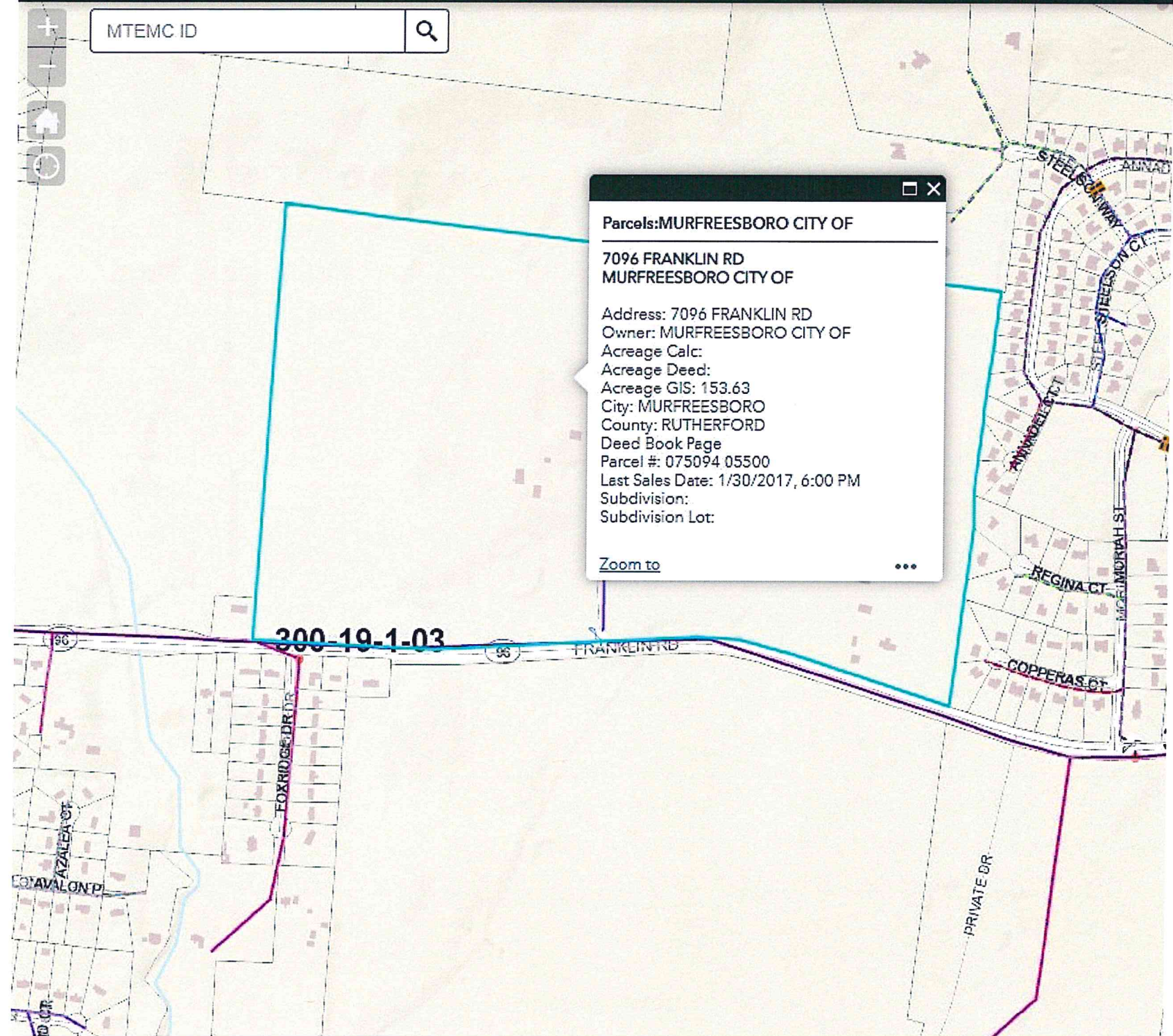
7096 FRANKLIN RD  
MURFREESBORO CITY OF

Address: 7096 FRANKLIN RD  
Owner: MURFREESBORO CITY OF  
Acreage Calc:  
Acreage Deed:  
Acreage GIS: 153.63  
City: MURFREESBORO  
County: RUTHERFORD  
Deed Book Page  
Parcel #: 075094 05500  
Last Sales Date: 1/30/2017, 6:00 PM  
Subdivision:  
Subdivision Lot:

[Zoom to](#)



300-19-1-03



# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

---

**Item Title:** Purchase of RADAR Units

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Purchase of five new RADAR units for the Police Department.

**Staff Recommendation**

Approve the purchase of RADAR units from Applied Concepts, Inc.

**Background Information**

The Police Department has been awarded funding for the purchase of RADAR units in the Tennessee Highway Safety Office 2022 Traffic Grant.

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

**Council Priorities Served**

*Maintain public safety*

The use of RADAR helps officers enforce traffic safety and speed laws.

**Fiscal Impact**

The cost of the proposed purchase, \$9,500, is funded by an FY22 grant.

**Attachments**

1. Amendment #1 to the Contract with Applied Concepts, Inc
2. Quote from Applied Concepts

**AMENDMENT #1  
TO THE  
CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
APPLIED CONCEPTS INC.  
FOR PURCHASE OF POLICE RADAR & LIDAR EQUIPMENT**

The Contract by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **APPLIED CONCEPTS INC.**, a corporation of the State of Texas ("Contractor") entered on March 25, 2021, for the purchase of police radar and lidar equipment is hereby amended as follows:

**WHEREAS**, pursuant to clause 5 of State of Tennessee Contract 61498 with Applied Concepts Inc., the term of State Contract 61498 was extended to February 14, 2023; and

**WHEREAS**, the parties have mutually agreed to extend the Contract with the City of Murfreesboro until the expiration of State Contract 61498, and all other general terms of the contract shall remain unchanged;

**NOW THEREFORE**, said Contract is hereby amended as set forth below:

1. Clause 1 of the Contract is amended by deleting "February 14, 2022" and inserting instead, "February 14, 2023, or as amended by the State of Tennessee."
2. Clause 2 of the Contract is amended by deleting "February 14, 2022" and inserting instead, "the expiration of State Contract 61498."
3. All other provisions of the Contract shall remain the same.
4. This amendment is hereby effective \_\_\_\_\_.

**CITY OF MURFREESBORO**

**APPLIED CONCEPTS, INC.**

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

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



applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Brooke Journet  
+1-469-656-8011  
brookej@stalkerradar.com

Reg Sales Mgr:

Debbie Aull  
+1-214-551-5538  
aull@stalkerradar.com

QUOTE  
# 2060891

Page 1 of 1

Date: 04/04/22

Effective From : 04/04/2022

Valid Through: 07/03/2022

Lead Time: 30 working days

<b>Bill To:</b> City of Murfreesboro PO Box 1139 Murfreesboro, TN 37133-1139	<b>Customer ID:</b> 371301  Accounts Payable	<b>Ship To:</b> Murfreesboro Police Department 1004 N Highland Ave Murfreesboro, TN 37130-3732	<i>FedEx Ground</i>  Traffic Captain Cary Gensemer
---	--	---	---

Grp	Qty	Package	Description	Wrrnty/Mo	Price	Ext Price
1	1	805-0022-00	Dual - 2 Antenna Radar System	36	\$1,900.00	\$1,900.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		\$0.00
2	1	200-0996-30	Dual Modular Display, Bright LEDs		\$0.00
3	2	200-1237-35	Dual Ka Antenna		\$0.00
4	1	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	1	200-0243-00	Counting/Display Tall Mount		\$0.00
8	1	200-0244-00	Antenna Dash Mount		\$0.00
9	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	1	200-0648-00	Display Sun Shield		\$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	1	200-0622-00	VSS Cable Kit		\$0.00
14	1	200-0820-00	Dual Manual Kit		\$0.00
15	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	1	060-1000-36	36 Month Warranty		\$0.00

**Group Total** \$1,900.00

Product	\$1,900.00	Sub-Total:	\$1,900.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$1,900.00</b>

Vehicle Information:  
2022 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

---

**Item Title:** Purchase of Police Department Taser Equipment

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Purchase of taser equipment for the Police Department.

**Staff Recommendation**

Approve the Agreement for Police Department Tasers with Axon Enterprise, Inc.

**Background Information**

The Police Department has been awarded funding for the purchase of taser equipment from the 2021 Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program.

Axon was the lowest responsible bidder for taser equipment. The purchase of nine units and equipment is available through the proposed agreement with Axon Enterprise, Inc. for a total cost of \$31,000.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

Tasers are a critical law enforcement tool that allows the officers to have a non-lethal use of force option when encountering situations in the field.

**Fiscal Impact**

The cost of the proposed purchase, \$31,000, is funded by a JAG grant and a small amount (\$48) from the Department's FY22 operating budget.

**Attachments**

1. Contract Between the City of Murfreesboro and Axon Enterprise, Inc.
2. Axon Enterprise, Inc. Quote #Q385841-44657-500JG
3. JAG 2021 Budget Narrative

## **Agreement for Police Department Tasers**

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 **Axon Enterprise, Inc.**, a corporation of the State of Arizona ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-20-2022, Police Department Tasers, issued January 4, 2022 (the "Solicitation");
- Contractor's Proposal, dated January 18, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated January 18, 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, including Axon's TASER 7 Axon Evidence Terms of Use Appendix;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

### **1. Duties and Responsibilities of Contractor.**

- a. Contractor shall provide the City with the goods specified in "ITB-20-2022 – Police Department Tasers" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The goods must be delivered within 120 days of the execution of this contract to the City of Murfreesboro Police Department located at 1004 N. Highland Ave., Murfreesboro, TN 37130. The City's contact person for this contract, Cary Gensemer, ([0365@murfreesborotn.gov](mailto:0365@murfreesborotn.gov)), must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any

item(s) received which fail to meet the specifications as stated in the Invitation to Bid. Goods shall be deemed accepted unless written rejection is received by vendor seven (7) days after delivery.

- f. Every delivery made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.

2. **Term.**

The term of this Agreement commences on the Effective Date and expires on June 30, 2023 and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. All bid prices for quantities and deliverables specified on the quote shall remain firm for the life of the agreement. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor'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 30 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- f. Upon termination for any reason, then as of the date of termination:
  - i. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - ii. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

3. **Compensation; Method of Payment.** Contractor will be compensated 30 days from invoice date. All pricing for items shall be per Contractor's bid response to ITB-20-2022. Invoices will be sent to: City of Murfreesboro Police Department, 1004 N. Highland Ave., Murfreesboro, TN 37130 Murfreesboro, TN 37133-1739.

4. **Work Product.** Contractor owns and reserves all right, title, and interest in the Contractor's Products and related software, as well as any suggestions made to Contractor. To the extent that Contractor develops a work for City's sole and exclusive use, Contractor will grant the City a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work.

Contractor will retain all intellectual property rights and ownership in such work.

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.
7. **Indemnification.**
  - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
  - c. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

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

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

If to Contractor:  
General Counsel  
Axon Enterprise, Inc.  
17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
[contracts@axon.com](mailto:contracts@axon.com)  
bobby@axon.com

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

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

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

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

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**CITY OF MURFREESBORO**

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

**CONTRACTOR**

DocuSigned by:  
By: Robert E. Driscoll  
Robert E. Driscoll, Jr., VP and Associate  
General Counsel

**APPROVED AS TO FORM:**

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

## TASER 7 Axon Evidence Terms of Use Appendix

### 1 **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Evidence within Agency’s tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

### 2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

### 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

### 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

### 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

### 6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user’s use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user’s access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency’s account or Agency Content or if account information is lost or stolen.

### 7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform

troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
  - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
  - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
  - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
  - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.

- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of

Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

**PURCHASING DEPARTMENT  
BID FORM**

NAME OF BID:

**Police Tasers****Name of Bidder:** Axon Enterprise, Inc.**Date:** January 14, 2022**INSTRUCTIONS:**

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, and any other standard equipment necessary provide this service. The City is not subject to sales tax.

<b>Item No.</b>	<b>Description</b>	<b>Item/Model Number</b>	<b>Quantity (estimated)</b>	<b>Bid Price each</b>
1	3R LASER Classification Yellow & Black	TS1001	1	\$1,800
2	2 LASER Classification	TS1002	1	\$1,800
3	Compact Rechargeable Battery	TS1013	1	\$90.56
4	Tactical Rechargeable Battery	TS1005	1	\$90.56
5	Disconnect Rechargeable Battery	TS1017	1	\$135.84
6	Close Quarters Cartridge	22176	1	\$38.95
7	Standoff Cartridge	22175	1	\$38.95
8	TASER 7 Dock Multi-Bay	AX1013	1	\$1,500
9	Right-Hand TASER 7 holster by BLACKHAWK	20062	1	\$84.24
10	Left-Hand TASER 7 holster by BLACKHAWK Model	20067	1	\$84.24
11	Tactical Battery Pack warranty	200412	1	\$21.56
12	TASER 7 Dock and Core warranty	20042	1	\$322.42
13	TASER 7 4-year extended warranty	20040	1	\$322.42
14	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	22012	1	\$79.23
15	15 FT SMART CARTRIDGE, X2 NS	22184	1	\$41.31
16	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	22157	1	\$42.46
17	25 FT SMART CARTRIDGE, X2 NS	22185	1	\$43.62

**Quantities subject to change, depending upon bid responses. City reserves the right to purchase additional quantities.**



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-385841-44657.500JG**

Issued: 04/06/2022

Quote Expiration: 04/30/2022

EST Contract Start Date: 05/01/2022

Account Number: 452352

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-1004 N Highland Ave 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro, TN 37133-1139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Gauthier Phone: 5046214917 Email: jgauthier@axon.com Fax:	Phone: (629)201-5555 Email: 0345@murfreesborotn.gov Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$31,000.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$31,000.00</b>

Bundle Savings	\$7,957.63
Additional Savings	\$1,400.05
<b>TOTAL SAVINGS</b>	<b>\$9,357.68</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Apr, 2022	\$6,200.00
Year 2	Apr, 2023	\$6,200.00
Year 3	Apr, 2024	\$6,200.00
Year 4	Apr, 2025	\$6,200.00
Year 5	Apr, 2026	\$6,200.00

## Quote Details

### Bundle Summary

Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	9

**Bundle: 2021 Taser 7 Certification Bundle    Quantity: 9    Start: 5/1/2022    End: 4/30/2027    Total: 31000 USD**

Category	Item	Description	QTY
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	9
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	9
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	27
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	27
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	9
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	9
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	9
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	10
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	18
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	18
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	18
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	18
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	9
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1

Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	9
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	10
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

# Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

4/6/2022

**BUDGET AND BUDGET NARRATIVE**  
**FY 2021 JAG**  
**GMS APPLICATION NUMBER**

**MURFREESBORO POLICE DEPARTMENT**

**BUDGET NARRATIVE**

The Murfreesboro Police Department proposes to use the City's share of the award to purchase Electronic Control Devices (Tasers) which will increase the amount of non-lethal options available for officers available for our officers.

**BUDGET DETAIL SHEET**

**2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

**2020-H7624-TN-DJ**

<b>Federal Award Amount</b>	<b>\$61,903.00</b>
<b>Rutherford County's Share</b>	<b>\$30,951.00</b>
<b>City of Murfreesboro's Share</b>	<b>\$30,952.00</b>

<b>Proposed Spending Plan for the City of Murfreesboro</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Vendor</b>	<b>* Cost Each</b>	<b>Total Cost</b>
1	YELLOW X2 CEW, HANDLE WITH WARRANTY	14	Axon Enterprise, Inc.	\$1,671.00	<b>\$23,394.00</b>
2	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	14	Axon Enterprise, Inc.	\$69.50	<b>\$973.00</b>
3	RIGHT-HAND HOLSTER, X2, BLACKHAWK	14	Axon Enterprise, Inc.	\$70.50	<b>\$987.00</b>
4	25 FT SMART CARTRIDGE, X2	48	Axon Enterprise, Inc.	\$39.75	<b>\$1,908.00</b>
5	KIT, DATAPORT DOWNLOAD, USB, X3/X26P	5	Axon Enterprise, Inc.	\$220.00	<b>\$1,100.00</b>
				<b>Total</b>	<b>\$28,362.00</b>
					<b>\$2,590.00</b>

\* These figures are estimates, based on information from vendors. Any additional funds needed to purchase this equipment will be taken from MPD equipment budget line item.

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—  
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## COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Main Street Banner Request

**Department:** Street Department

**Presented by:** Jami Coffelt-Leibach

**Requested Council Action:**

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

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**Summary**

Requests from Murfreesboro Parks and Recreation and Stones River Craft Association to hang banners over East Main Street.

**Staff Recommendation**

Approve banners to be displayed as follows:

1. Ascension Saint Thomas from April 25<sup>th</sup>-28<sup>th</sup>, 2022 for their "95<sup>th</sup> Anniversary".
2. Parks and Recreation from October 3<sup>rd</sup>-10<sup>th</sup>, 2022 for the *Middle Half Marathon*.
3. Stones River Crafts Association from November 14<sup>th</sup>-18<sup>th</sup>, 2022 for the *Annual Art Studio Tour*.

Saint Thomas Medical Center originally opened its doors to the community on May 2, 1927. Since then, they have held a large role providing adequate medical care for our many residents as the City has grown. The 15<sup>th</sup> Annual Murfreesboro Half Marathon (The Middle Half) promotes healthy lifestyle choices for the citizens of Murfreesboro. The Annual Stones River Crafts Association has hosted events for the last 28 years to draw attention to community art events in Rutherford County.

**Council Priorities Served**

*Establish strong City brand*

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

**Fiscal Impact**

None.

**Attachments**

1. Letter of request from Ascension Saint Thomas

2. Letter of request from Parks and Recreation
3. Letter of request from Stones River Crafts Association



**Ascension  
Saint Thomas**

## **Ascension Saint Thomas Rutherford Celebrates 95th Anniversary**

April 7, 2022

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

Dear Mayor McFarland and Murfreesboro City Council,

Ascension Saint Thomas Rutherford is requesting permission to display a banner promoting the 95th hospital anniversary. On May 2, 1927, the hospital opened its doors to the community. The banner we are requesting to display promotes the hospital's service to the community for 95 years.

We have been in contact with Ms. Jami Coffelt-Leibach, and she has asked that we send a letter of request for approval. We are asking for approval to hang our banner promoting the hospital's 95th anniversary from April 25th – April 28th. We understand you have a busy schedule for banners, and we would be happy with where you can fit us in.

Thank you for your consideration, as well as your continued support over the years.

In His Service,

Gordon B. Ferguson, FACHE  
President & CEO  
Ascension Saint Thomas Rutherford



March 15, 2022

To the Mayor and City Council,

The Murfreesboro Half Marathon is requesting to hang a banner across East Main Street from October 3<sup>rd</sup> to October 10<sup>th</sup> to promote the 15<sup>th</sup> Annual Murfreesboro Half Marathon (“The Middle Half”) which is tentatively scheduled for Saturday, October 8, 2022, pending permit approval. Jami Coffelt-Leibach has indicated these dates are available.

Thank you,

*Liz Driscoll-Jones*

Liz Driscoll-Jones  
Race Director  
Murfreesboro Half Marathon  
[racedirector@themiddlehalf.com](mailto:racedirector@themiddlehalf.com)  
[www.TheMiddleHalf.com](http://www.TheMiddleHalf.com)



March 25, 2022

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

Dear Mayor McFarland and Murfreesboro City Council,

As a committee member of the Stones River Craft Association, I would like permission to have our approved banner displayed over Main Street in Murfreesboro from November 14 through 18, 2022.

This banner will help draw attention to the annual Art Studio Tour, which has been a part of Murfreesboro and Rutherford County community events for the last 28 years.

I have been in contact with Jami Coffelt for approval of these dates.  
Thank you for your continuing support for this yearly event.

A handwritten signature in cursive script that reads "Kay Currie".

Kay Currie  
Committee Member  
Stones River Craft Association  
88 Hoyt Knox Rd.  
Readyville, TN. 37149  
615-477-4759  
kcurrie18@gmail.com

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** FY22 Budget Amendment Ordinance

**Department:** Budget

**Presented by:** Erin Tucker, Budget Director

**Requested Council Action:**

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

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**Summary**

Amendment to the City's FY22 Budget.

**Staff Recommendation**

Approve Ordinance 22-O-07, amending the City's budget.

**Background Information**

GENERAL FUND

The FY22 Golf Shop and Concessions supplies for resale are anticipated to come in over budget by \$75,000. The corresponding Pro-Shop and Concession revenues also needs to be increased by \$118,000. Sales Tax Collected and Sales Tax expense also need to be increased by \$7,000 respectively.

The FY22 Drug Related Fines are projected to come in over budget by \$20,000. The corresponding transfer to the Drug Fund also needs to be increased by \$20,000.

City Council approved a one-time transfer to City Schools General Purpose Fund for employee bonuses totaling \$863,138.

The County's portion of the Parking Garage sprinkler replacement project needs to be budgeted. Other County Revenues and the corresponding Machinery & Equipment expense need to be increased by \$154,100 respectively.

As in prior years, the Community Development budget is being adjusted to align with the actual grant award for the current year, which was not available until after budget adoption, as well as the final amounts of carryover from the previous years' grants. Revenues and expenditures need to be decreased by \$577,779 respectively.

The Authorized Full Time Position Counts listed in Exhibit B needs to be corrected to reflect the budget and motions approved during the March 9, 2022, Workshop. No additional fiscal impact is anticipated from this correction. In those motions, Golf authorized headcount increased by 1, and Parks & Recreation authorized headcount increased by 1.

### Airport Fund

Aviation fuel sales are projected to come in over budget by \$860,000. The corresponding supplies for resale expenditure is also projected to come in over budget by \$736,500.

### DRUG FUND

As part of the increased Drug Related Fines, City Court revenues are projected to come in over budget by \$20,000 and the increased General Fund transfer to Drug Fund needs to be budgeted of \$20,000 needs to be budgeted, as well.

### **Council Priorities Served**

#### *Responsible budgeting*

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

### **Fiscal Impact**

The amendment to the FY22 Budget will decrease Unassigned Fund Balance by \$820,138. Airport Fund balance is increasing by \$123,500. Drug Fund revenues are increasing by \$40,000.

### **Attachments**

1. FY22 Budget Ordinance 22-O-07 and Exhibits A and B

**ORDINANCE 22-O-07** amending the 2021-2022 Budget (5th Amendment).

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

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

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

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

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

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

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
	<u>Unassigned</u>			
Golf	Pro-Shop Income	\$ 255,000.00	\$ 323,000.00	\$ 68,000.00
Golf	Concession Income	\$ 165,000.00	\$ 215,000.00	\$ 50,000.00
Golf	Sales Tax Collected	\$ 70,000.00	\$ 77,000.00	\$ 7,000.00
Police	Drug Related Fines	\$ 55,000.00	\$ 75,000.00	\$ 20,000.00
Parking Garage	Other County Revenues	\$ 65,000.00	\$ 219,100.00	\$ 154,100.00
Community Development	Federal Grants	\$ 1,686,500.00	\$ 1,108,721.00	\$ (577,779.00)
				<u>\$ (278,679.00)</u>
<u>Expenditures</u>				
	<u>Unassigned</u>			
Golf	Supplies for Resale - Golf Shop	\$ 185,000.00	\$ 235,000.00	\$ 50,000.00
Golf	Supplies for Resale - Food & Beverage	\$ 80,000.00	\$ 105,000.00	\$ 25,000.00
Golf	Sales Tax	\$ 70,000.00	\$ 77,000.00	\$ 7,000.00
Transfers to Other Funds	Transfer to Drug Fund	\$ 55,000.00	\$ 75,000.00	\$ 20,000.00
Transfers to Other Funds	Transfer to Schools - One Time	\$ -	\$ 863,138.00	\$ 863,138.00
Parking Garage	Machinery & Equipment	\$ -	\$ 154,100.00	\$ 154,100.00
Community Development	Administration	\$ 478,000.00	\$ 188,029.00	\$ (289,971.00)
Community Development	Acquisition		\$ 49,931.00	\$ 49,931.00
Community Development	Child Abuse Prevention		\$ 29,225.00	\$ 29,225.00
Community Development	Childcare Services		\$ 23,820.00	\$ 23,820.00
Community Development	Youth/Crime Prevention		\$ 20,200.00	\$ 20,200.00
Community Development	Healthcare		\$ 87,235.00	\$ 87,235.00
Community Development	Job Training		\$ 51,955.00	\$ 51,955.00
Community Development	Homeless Prevention		\$ 60,245.00	\$ 60,245.00
Community Development	Domestic Abuse		\$ 31,190.00	\$ 31,190.00
Community Development	Housing Rehabilitation	\$ 150,000.00	\$ 105,167.00	\$ (44,833.00)
Community Development	Affordable Housing	\$ 150,000.00	\$ 125,000.00	\$ (25,000.00)
Community Development	Elderly		\$ 17,060.00	\$ 17,060.00
Community Development	Public Service Grants	\$ 361,500.00	\$ -	\$ (361,500.00)
Community Development	Public Facilities	\$ 450,000.00	\$ 237,664.00	\$ (212,336.00)
Community Development	Economic Development	\$ 195,000.00	\$ 180,000.00	\$ (15,000.00)
				<u>\$ 541,459.00</u>
CHANGE IN ASSIGNED/RESTRICTED FUND BALANCE (CASH)		\$ (5,349,681.00)	\$ (5,349,681.00)	\$ -
CHANGE IN UNASSIGNED FUND BALANCE (CASH)		\$ 517,691.00	\$ (302,447.00)	\$ 820,138.00
TOTAL CHANGE IN FUND BALANCE (CASH)		\$ (4,831,990.00)	\$ (5,652,128.00)	(820,138.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
<u>Revenues</u>				
	Aviation Gasoline	\$ 2,375,000.00	\$ 3,235,000.00	\$ 860,000.00
				\$ -
				<u>\$ 860,000.00</u>
<u>Expenditures</u>				
	Supplies for Resale	\$ 1,900,000.00	\$ 2,636,500.00	\$ 736,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
				<u>\$ 736,500.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (1,467,178.00)	\$ (1,343,678.00)	123,500.00

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Drug Fund</u>				
<u>Revenues</u>				
	City Court Revenue	\$ 55,000.00	\$ 75,000.00	\$ 20,000.00
	Transfer in From General Fund	\$ 55,000.00	\$ 75,000.00	\$ 20,000.00
				<u>\$ 40,000.00</u>
<u>Expenditures</u>				
				<u>\$ -</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 507,237.00	\$ 547,237.00	40,000.00

EXHIBIT B					
City of Murfreesboro					
Authorized Full Time Position Counts FY 2019 to FY 2022					
	Actual	Actual	Estimated	Adopted	Budget Amendment
Department	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022
Mayor and Council	7	7	7	7	7
City Manager's Office	11	13	11	11	12
Finance and Tax	18	18	18	20	21
Legal	7	9	9	9	10
City Court	6	6	6	7	7
Purchasing	2	2	2	3	3
Information Technology	17	20	23	25	25
Communications	5	6	6	6	6
Human Resources	7	10	10	11	11
Facilities Maintenance	11	11	12	13	13
Fleet Services	16	16	17	20	20
Police	326	351	369	376	376
Fire & Rescue	235	236	238	241	241
Building & Codes	26	26	25	25	26
Planning	14	14	15	15	15
Community Development	1	1	3	3	3
Transportation	24	25	27	27	27
Engineering	14	14	14	14	14
Street	51	51	51	52	52
Civic Plaza	1	1	1	1	1
Parks and Recreation	84	90	89	89	98
Golf Course	15	15	15	16	17
Solid Waste	42	43	46	47	47
Airport	3	3	4	4	4
Risk Management	3	0	0	0	0
	946	988	1018	1042	1056

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Zoning for property along Northwest Broad Street  
[Second Reading]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

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**Summary**

Zoning of approximately 258.8 acres located along Northwest Broad Street.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

**Background Information**

Legacy Sports Tennessee presented to the City a zoning application [2021-433] for approximately 258.8 acres located along Northwest Broad Street 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 a public hearing on this matter and then voted to recommend its approval.

On April 7, 2022, Council held a public hearing and approved this matter on First Reading.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City. Specifically, the property is proposed to be developed by Legacy Sports Tennessee with a sports and entertainment facility that will contain ancillary retail, restaurant, 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:**

Ordinance 22-OZ-02

**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:

1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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

SEAL



Ordinance 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: 04/21/2022**

---

**Item Title:** Correcting the Zoning Boundary for the Oakland Court PRD  
[Second Reading]

**Department:** Planning

**Presented by:** Greg McKnight, Planning Director

**Requested Council Action:**

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

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**Summary**

Correct the zoning boundary for the Oakland Court PRD located along N. Academy St.

**Staff Recommendation**

Approve the request to correct the zoning boundary, by passing 22-OZ-05.

The Planning Commission recommended approval of this correction at its April 6, 2022 regular meeting.

**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.

On April 7, 2022, Council approved this matter on first reading.

**Council Priorities Served**

*Establish Strong City Brand*

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

**Attachments:**

Ordinance 22-OZ-05

**ORDINANCE 22-OZ-05** amending Ordinance 19-OZ-33 to correct the zoning boundary for the Oakland Court PRD along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive, Planning Staff, applicant [2019-423].

**WHEREAS**, 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 from Duplex Residential (R-D) District to Planned Residential Development (PRD) District; and

**WHEREAS**, the Murfreesboro City Council approved the zoning request via Ordinance 19-OZ-33 on second and final reading on October 3, 2019; and,

**WHEREAS**, Planning Staff recently discovered that the map prepared for the rezoning and attached to Ordinance 19-OZ-33, had been drawn incorrectly so that it 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; and,

**WHEREAS**, Planning Staff requests an amendment of Ordinance 19-OZ-33 to correct this scrivener's error, wherein the zoning shown on the City's zoning map for the portion of the Oaklands Mansion parcel in question will revert back to Residential Duplex (R-D) District, consistent with how it was depicted on the zoning map in 2019 before the Oakland Court rezoning.

**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) and Residential Duplex (R-D) 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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

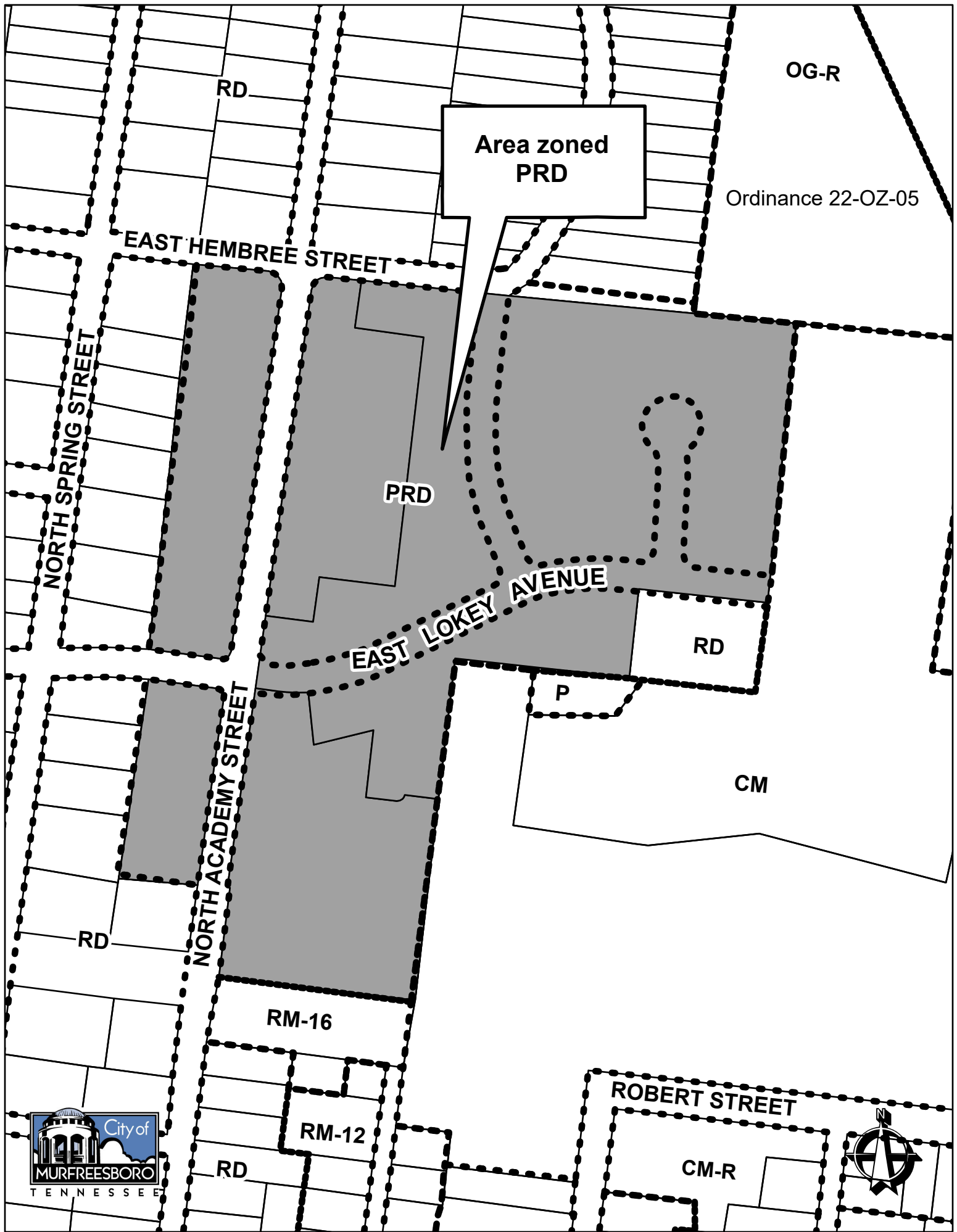
ATTEST:

APPROVED AS TO FORM:

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

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

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Ordinance 22-O-03: Amend City Code Regarding Retail Liquor Store Regulations

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

---

## Summary

Amend City Code Chapter 4, Alcoholic Beverages, to define City Recorder and amend application process for retail liquor store certificates of compliance.

## Staff Recommendation

Approve Ordinance 22-O-03, amendment of City Code sections 4-2 and 4-7.

## Background Information

After the expiration of the State moratorium on new retail liquor stores in 2021, City staff noted certain provisions of the City Code regarding the certificate of compliance application and approval process required interpretation to implement. The proposed amendments define "City Recorder" to include, for purposes of alcoholic beverage regulation, to include the City Recorder's designee. The amendments further clarify and elaborate on the application and approval process for certificates of compliance.

## Council Priorities Served

*Maintain public safety*

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

## Operational Issues

The proposed amendments will improve operational efficiency by clearly defining for City staff and citizens the application and approval process.

## Fiscal Impacts

None.

## Attachments:

Ordinance 22-O-03

**ORDINANCE 22-O-03** amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, Sections 4-2 and 4-7, regarding defined terms and retail liquor certificates of compliance; initial application; approval.

**WHEREAS**, the City of Murfreesboro has authorized the retail sale of liquor and spirituous beverages pursuant to state law and local election; and

**WHEREAS**, the City of Murfreesboro has placed certain regulations and restrictions on retail liquor stores, including the application process for obtaining a certificate of compliance, in Chapter 4, Article II, of the Murfreesboro City Code; and

**WHEREAS**, the City Council desires to further define certain elements of the application process in order to promote clarity in the administrative process and fairness among applicants.

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

**SECTION 1.** Murfreesboro City Code Section 4-2 – Terms defined, subsection (A), is amended by inserting the following as new subsection (3) and renumbering current subsections (3) through (14) as subsections (4) through (15).

(3) “*City Recorder.*” The City Recorder and/or, for the purpose of carrying out the administrative provisions of this chapter, his or her designee.

**SECTION 2.** Murfreesboro City Code Section 4-7 - Retail liquor certificate of compliance; initial application; approval, subsection (C)(3), is amended by deleting subsection (C)(3) in its entirety and replacing it with the following:

(3) Provide proof to the City Recorder that the applicant has satisfied any and all applicable requirements that are now or may be imposed by the Commission on applicants for a retail liquor license;

**SECTION 3.** Murfreesboro City Code Section 4-7 - Retail liquor certificate of compliance; initial application; approval, subsection (D), is amended by deleting subsection (D) in its entirety and replacing it with the following:

(D) Applications for a Retail Liquor Certificate of Compliance shall be received and processed by the City Recorder as follows:

(1) Upon receiving an application for a Retail Liquor Certificate of Compliance, the City Recorder shall review the application.

(2) Only complete applications shall be accepted for consideration. If the City Recorder determines that an application is incomplete, the City Recorder shall inform the applicant of any deficiency and further inform the applicant that said application will not be considered (and will have no seniority status pursuant to subsection (D)(3), below) until it is complete.

(3) Complete applications will be considered in the chronological order in which they are accepted for consideration, and no consideration will be given to the fact that other applications have subsequently been received.

- (4) Upon determining that the application meets the requirements of Section 4-7(C), the City Recorder shall present the application, along with the applicant's proposed Certificate of Compliance, to Council for consideration at the earliest possible meeting.
- (5) Once the number of complete applications equals the number of remaining available licenses in the City, the City Recorder shall notify all applicants in the process of completing an application (and of which the City Recorder is reasonably aware) that any further submitted application is subject to automatic denial due to the issuance of all available Certificates of Compliance.
- (6) Once all available Certificates of Compliance have been issued by the City Council, the City Recorder shall notify all applicants of which the City Recorder is aware with pending complete or incomplete applications that no more Certificates of Compliance are available, and all such applications shall be automatically and administratively denied. Further, the City Recorder shall not accept any further applications for review and/or acceptance until such time as a license becomes available in the City.

SECTION 4. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_  
Shane McFarland, Mayor

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST: APPROVED AS TO FORM:

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

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

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Ordinance 22-O-04: Amend City Code Regarding Special Event Hours for Beer Sales

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

---

**Summary**

Amend City Code Chapter 4, Alcoholic Beverages, to set designated prohibited hours for beer sales pursuant to a Special Event Permit.

**Staff Recommendation**

Approve Ordinance 22-O-04, amendment of City Code section 4-51.

**Background Information**

Currently, applicants for special event beer permits are required to list hours of sale on the permit application, with no more than 12 hours of sale within a 24-hour period. The proposed amendment will prohibit sales under a special event permit for certain designated time periods, thereby allowing applicants to list any non-prohibited hours of sale. This fixed approach will reduce complexity in administration and enforcement of special event permits.

**Council Priorities Served**

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Operational Issues**

None.

**Fiscal Impacts**

None.

**Attachments:**

Ordinance 22-O-04

**ORDINANCE 22-O-04** amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, Article II, Section 4-51, regarding classification of beer permits.

**WHEREAS**, the City of Murfreesboro has authorized the retail sale of beer pursuant to a valid permit; and

**WHEREAS**, the City of Murfreesboro has placed certain regulations on different classes of permits, specifically special event permits; and

**WHEREAS**, the City Council desires to amend the time limits in which beer may be served at special event to coincide with the general hours of sale within the City.

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

SECTION 1. Murfreesboro City Code Section 4-51 – Classification of permits; permits restrictive as to class of beer business; grant of privilege, subsection (A)(6)(b), is amended by deleting subsection (A)(6)(b) in its entirety and replacing it with the following:

(b) Beer may not be sold or distributed between the hours of 12:00 A.M. and 8:00 A.M on Saturdays and Sundays nor between the hours of 12:00 A.M. and 11:00 A.M. on all other days.

SECTION 2. Murfreesboro City Code Section 4-59 – Prohibited Activity, subsection (E), is amended by deleting the subsection in its entirety and replacing it with the following:

(E) *Hours of sale.* No permit holder nor any employee thereof shall sell beer or permit beer to be sold or consumed on the permit holder's premises between the hours of 3:00 A.M. and 10:00 A.M. on Sundays and between the hours of 3:00 A.M. and 6:00 A.M. on any other day. This subsection (E) shall not apply to beer sold pursuant to a special-event permit nor to beer sold by hotels via locked in-room units operated in accordance with T.C.A. § 57-5-107.

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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

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

SEAL

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

APPROVED AS TO FORM:

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** City Schools Resolution for Employee Inflation-Related Bonus

**Department:** City Schools

**Presented by:** Erin Tucker, Budget 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"/>

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**Summary**

Resolution of the City's contribution of funds for Murfreesboro City School employees to enhance an inflation-related, year-end bonus.

**Staff Recommendation**

Approve 22-R-10 General Purpose Budget Amendment # 7

**Background Information**

On April 7, 2022, the City Council approved a budget amendment for the City Schools' budget moving \$863,138 from fund balance to provide one-time bonuses for Murfreesboro City Schools' employees. With this amendment, full-time employees would receive an extra \$500 bonus and part-time employees to receive a \$250 bonus to help address the cost-of-living increases.

During this meeting, the City Council approved the MCS budget amendment and proposed matching the one-time bonus amount so that each full-time employee will receive a \$1,000 bonus and each part-time employee will receive a \$500 bonus.

This MCS Board approved resolution acknowledges that this donation constitutes a one-time appropriation from the City General Fund to the MCS Budget for Fiscal Year 2022 and that as such this transfer would not increase or otherwise affect the City's Maintenance of effort obligation under state law.

**Council Priorities Served**

*Responsible budgeting*

Presenting budgets and resolutions of City transfers ensures compliance with state law, School Board policy and City Council policy and provides public transparency in the budgeting process.

**Fiscal Impact**

This one-time transfer will be funded by the General Fund's fund balance.

**Attachments**

1. General Purpose Schools Fund budget amendment # 7
2. 22-R-10 General Purpose Budget Amendment # 7
3. Murfreesboro City Board of Education Resolution

General Purpose School Fund  
Fiscal Year 2021-2022

Resolution No.

22-R-10

Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Operating Transfers</u>			
City General Fund Transfers	\$ 7,885,103	8,748,241	863,138
Total Increase in City Transfers	\$ 7,885,103	\$ 8,748,241	863,138

Expenditures	Description	Revised Budget	Amended Budget	Increase	
Regular Ed	Teachers	34,391,234	34,716,234	325,000	
Regular Ed	Ed Assistants	3,471,200	3,544,200	73,000	
Regular Ed	Social Security	2,367,808	2,392,363	24,555	
Regular Ed	Retirement	3,731,705	3,772,880	41,175	
Regular Ed	Medicare	553,865	559,615	5,750	
Regular Ed	Hybrid Retire	233,250	236,500	3,250	472,730
Special Ed	Teachers	3,960,235	4,000,235	40,000	
Special Ed	Ed Assistants	2,503,400	2,571,900	68,500	
Special Ed	Speech Therapist	853,975	861,475	7,500	
Special Ed	Social Security	460,455	467,650	7,195	
Special Ed	Retirement	772,985	785,745	12,760	
Special Ed	Medicare	107,690	109,375	1,685	
Special Ed	Hybrid Retire	28,400	28,800	400	138,040
Attendance	Other Salaries	55,750	56,500	750	
Attendance	Social Security	3,457	3,504	47	
Attendance	Retirement	6,786	6,877	91	
Attendance	Medicare	812	824	12	900
Medical	Supervisor	53,525	54,025	500	
Medical	Other Salaries	63,730	64,730	1,000	
Medical	Social Security	11,958	12,051	93	
Medical	Retirement	27,341	27,526	185	
Medical	Medicare	2,796	2,818	22	1,800
Student Support	Supervisor	56,230	56,730	500	
Student Support	Guidance Counselors	1,098,935	1,108,935	10,000	
Student Support	Social Workers	441,220	446,720	5,500	
Student Support	Other Salaries	315,540	317,540	2,000	
Student Support	Social Security	118,790	119,905	1,115	
Student Support	Retirement	191,685	193,875	2,190	
Student Support	Medicare	27,780	28,040	260	
Student Support	Hybrid Retire	8,600	8,800	200	21,765
Reg Ed Support	Supervisor	108,815	109,815	1,000	
Reg Ed Support	Media Specialist	921,535	928,035	6,500	
Reg Ed Support	Coordinators	314,380	315,880	1,500	
Reg Ed Support	Secretary	33,940	34,440	500	
Reg Ed Support	Education Asst	102,000	104,000	2,000	

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>	
Reg Ed Support	Other Salary	73,344	77,844	4,500	
Reg Ed Support	Social Security	102,545	103,540	995	
Reg Ed Support	Retirement	170,090	172,040	1,950	
Reg Ed Support	Medicare	23,980	24,210	230	19,175
SpEd Support	Supervisor	98,315	98,815	500	
SpEd Support	School Psychology	656,850	661,350	4,500	
SpEd Support	Medical Personnel	108,190	110,190	2,000	
SpEd Support	Clerical	500	1,000	500	
SpEd Support	Other Salaries	404,230	404,730	4,500	
SpEd Support	Social Security	82,750	87,250	745	
SpEd Support	Retirement	121,945	122,690	1,460	
SpEd Support	Medicare	19,760	21,220	175	
SpEd Support	Hybrid Retire	8,975	9,150	120	14,500
Technology	Supervisor	88,050	88,550	500	
Technology	Technicians	696,465	702,300	5,835	
Technology	Clerical	32,430	32,930	500	
Technology	Social Security	50,654	51,078	424	
Technology	Retirement	99,422	100,254	832	
Technology	Medicare	11,849	11,948	99	
Technology	Hybrid Retire	803	871	68	8,258
Board of Ed	Other Salaries	4,935	4,985	50	
Board of Ed	Social Security	1,909	1,912	3	
Board of Ed	Retirement	601	607	6	
Board of Ed	Medicare	446	447	1	60
Director's Office	Director of Schools	149,850	150,350	500	
Director's Office	Secretary	44,380	44,830	450	
Director's Office	Clerical	29,340	29,840	500	
Director's Office	Other Salaries	31,545	32,045	500	
Director's Office	Social Security	15,881	16,002	121	
Director's Office	Retirement	28,357	28,594	237	
Director's Office	Medicare	3,713	3,741	28	2,336
Office of Principal	Principal	1,388,725	1,395,725	7,000	
Office of Principal	Asst Principal	1,158,235	1,165,235	7,000	
Office of Principal	Secretaries	493,860	500,360	6,500	
Office of Principal	Attendance Clerks	634,315	648,815	14,500	
Office of Principal	Social Security	227,985	230,155	2,170	
Office of Principal	Retirement	401,620	405,880	4,260	
Office of Principal	Medicare	53,323	53,831	508	
Office of Principal	Hybrid Retire	2,520	2,540	20	41,958
Finance	Director	98,350	98,850	500	
Finance	Accountants	159,215	161,715	2,500	
Finance	Purchasing	40,500	41,000	500	
Finance	Secretary	41,515	42,015	500	
Finance	Social Security	21,060	21,310	250	
Finance	Retirement	41,327	41,814	487	
Finance	Medicare	4,928	4,986	58	4,795
Human Resource	Director	42,225	42,725	500	

<u>Expenditures</u>	<u>Description</u>	<u>Revised Budget</u>	<u>Amended Budget</u>	<u>Increase</u>	
Human Resource	HR Staff	44,235	44,735	500	
Human Resource	Other Salaries	192,200	194,700	2,500	
Human Resource	Social Security	17,277	17,494	217	
Human Resource	Retirement	33,266	33,692	426	
Human Resource	Medicare	3,906	3,957	51	
Human Resource	Hybrid Retire	661	672	11	4,205
Custodial	Foremen	42,415	42,915	500	
Custodial	Custodians	2,226,150	2,261,150	35,000	
Custodial	Other Salaries	131,160	133,160	2,000	
Custodial	Social Security	148,785	151,110	2,325	
Custodial	Retirement	249,564	254,128	4,564	
Custodial	Medicare	34,799	35,343	544	44,933
Maintenance	Director	82,535	83,035	500	
Maintenance	Secretary	39,305	39,805	500	
Maintenance	Maintenance Personnel	1,056,970	1,069,470	12,500	
Maintenance	Social Security	73,087	73,924	837	
Maintenance	Retirement	143,463	145,106	1,643	
Maintenance	Medicare	17,096	17,292	196	16,176
Transportation	Director	62,585	63,085	500	
Transportation	Mechanics	110,870	111,870	1,000	
Transportation	Bus Drivers	1,276,410	1,299,910	23,500	
Transportation	Clerical	111,815	113,315	1,500	
Transportation	Bus Aides	679,025	696,525	17,500	
Transportation	Social Security	138,928	141,656	2,728	
Transportation	Retirement	272,695	278,050	5,355	
Transportation	Medicare	32,493	33,131	638	52,721
Community Supp	Directors	81,740	82,740	1,000	
Community Supp	Clerical	21,270	21,435	165	
Community Supp	Other Salaries	249,300	250,800	1,500	
Community Supp	Social Security	22,030	22,195	165	
Community Supp	Retirement	43,245	43,570	325	
Community Supp	Medicare	5,155	5,195	40	3,195
Early Child Ed	Teachers	816,200	822,700	6,500	
Early Child Ed	Educational Assts	101,530	108,030	6,500	
Early Child Ed	Social Security	56,901	57,707	806	
Early Child Ed	Retirement	94,447	96,029	1,582	
Early Child Ed	Medicare	13,310	13,500	190	
Early Child Ed	Hybrid Retire	2,113	2,126	13	15,591
		\$ 74,102,550	\$ 74,966,068	\$ 863,138	\$ 863,138

CHANGE IN FUND BALANCE (CASH)

\$ -

To budget the proposed City match of the one-time bonuses for Murfreesboro City Schools full-time employees to receive an extra \$500 bonus and part-time employees to receive an extra \$250 bonus to help address the cost-of-living increases via Resolution 22-R-09.

This transfer of funds is a one-time appropriation to the General Purpose Schools fund, and would not increase or otherwise affect the City's maintenance of effort obligation under state law.

**RESOLUTION 22-R-10** amending the 2021-2022 Murfreesboro City Schools Budget (7th 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.

**WHEREAS**, on March 22, 2022, the Murfreesboro City School Board approved amendments to the General Purpose fund for \$863,138 to budget a one-time bonus for full- and part-time employees; and

**WHEREAS**, through Resolution 22-R-09 on April 8, 2022, Murfreesboro City Schools requested City Council approval of one-time bonuses for Murfreesboro City Schools full-time employees to receive an extra \$500 bonus and part-time employees to receive a \$250 bonus to help address the cost-of-living increases via Resolution 22-R-09; and

**WHEREAS**, City Council approved the schools budget amendment and proposed matching the one-time bonus amount so that each full-time employee will receive a \$1,000 bonus and each part-time employee will receive a \$500 bonus; and

**WHEREAS**, the Murfreesboro City School Board adopted a resolution at a special called meeting held on April 19, 2022, requesting that City Council make a one-time appropriation in the amount of \$863,138 from the City General Fund to the Murfreesboro City Schools to be used for full-time employees to receive an extra \$500 bonus and part-time employees to receive a \$250 bonus to match that appropriated in the schools budget; and

**WHEREAS**, the Murfreesboro City School Board acknowledged that because the requested transfer of funds would be a one-time appropriation, it would not increase or otherwise affect the City's maintenance-of-effort obligation under state law; and

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

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

**MURFREESBORO CITY BOARD OF EDUCATION RESOLUTION  
EMPLOYEE BONUS**

**WHEREAS**, Murfreesboro City Schools (“MCS”) desires to provide its employees with a one-time bonus to help address the cost-of-living increase; and

**WHEREAS**, the Murfreesboro City School Board of Education (“Board”) approved amendments to the General Purpose Fund in the amount of \$863,138 to budget a one-time bonus for full and part-time employees; and

**WHEREAS**, through Resolution 22-R-09 on April 8, 2022, MCS requested the Murfreesboro City Council’s approval of one-time bonuses for Murfreesboro City Schools full-time employees to receive an extra \$500 bonus and part-time employees to receive a \$250 bonus to help address the cost-of-living increases; and

**WHEREAS**, City Council approved the MCS’s budget amendment and proposed matching the one-time bonus amount so that each full-time employee will receive a \$1,000 bonus and each part-time employee will receive a \$500 bonus; and

**WHEREAS**, MCS and the Board acknowledge that this donation would constitute a one-time appropriation from the City General Fund to the MCS Budget for Fiscal Year 2022 and that as such this transfer would not increase or otherwise affect the City’s Maintenance of effort obligation under state law; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board requests the City to make a one-time appropriation in the amount of \$863,138 from the City General Fund to Murfreesboro City Schools to be used for full-time employees to receive an extra \$500 bonus and part-time employees to receive a \$250 bonus to match that appropriated in the school’s budget.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_. Yeas:\_\_\_\_\_ Nays:\_\_\_\_\_

\_\_\_\_\_  
Butch Campbell, Board Chair

\_\_\_\_\_  
Dr. Trey Duke, Director of Schools

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

---

**Item Title:** Sewer Allocation Variance- Memorial Boulevard – Whataburger

**Department:** Planning

**Presented by:** Greg McKnight, Director

**Requested Council Action:**

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

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**Summary**

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 2.72 sfu's.

**Background Information**

A site plan has been submitted to the Planning Department for a site plan for a new Whataburger restaurant to be located at the southeast corner of the intersection of Memorial Boulevard and Airport Road. The property is currently zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu's/acre. The property is 1.28 acres in size and thus is allowed only 3.2 sfu's. The anticipated usage is approximately 5.92 sfu's; therefore, the development will use more than the ordinance allows by approximately 2.72 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity.

**Council Priorities Served**

*Improve economic development*

The development will create jobs and provide additional property and sales tax revenue.

**Concurrence**

MWRD concurs with the request based on sewer system capacity.

**Fiscal Impact**

The development will generate commercial tax rate revenue as well as pay one-time development fees.

**Attachments**

Miscellaneous exhibits, including request letter and memo from MWRD



**Gonzalez-Strength & Associates, Inc.**

**1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244**

**(205) 942-2486, Fax (205) 942-3033**

**[www.Gonzalez-Strength.com](http://www.Gonzalez-Strength.com)**

To: Greg McKnight, Planning Director  
Valerie Smith, Utilities  
Margaret Ann Green, Planner

From: Mark Gonzalez, P.E.  
Gonzalez-Strength & Associates, Inc.

Date: 4/12/2022

Subject: Whataburger – Sanitary Sewer Variance Request

Dear Mr. McKnight,

Whataburger is pleased to submit a variance request for sanitary sewer service connection for review and approval for the proposed construction of a new Whataburger Restaurant. The project site is zoned CH and is located at the corner of Airport Road and Memorial Blvd. The lot in its current condition has yet to be developed for commercial use but is currently the home of the Airport's existing sign and is approximately 1.28 acres. The development will consist of a 3,751 square-foot structure and associated landscaping, parking, and utility connections. The CH property allows for 650 gallons per acre per day or 2.5 single family units per acre. For this site, the allowable discharge is calculated as 813 gpd. It is estimated that the proposed development will generate an average of 1,538.81 gpd. We appreciate your consideration in granting this variance.

If you have any questions, comments, or concerns, please contact me at 205-942-2486.

Sincerely,

Mark R. Gonzalez, P.E.

Whataburger - 12 Month Water Usage			
Month	Irrigation	Domestic (Gallons)	Domestic (GPD)
February (2021)	0	49,375	1,763.40
March (2021)	0	39,649	1,279.00
April (2021)	0	55,359	1,785.77
May (2021)	812,448	49,375	1,592.74
June (2021)	786,240	45,634	1,521.13
July (2021)	812,448	40,397	1,303.13
August (2021)	812,448	41,146	1,327.29
September (2021)	786,240	47,130	1,571.00
October (2021)	0	37,405	1,206.61
November (2021)	0	38,153	1,271.77
December (2021)	0	39,649	1,279.00
January (2022)	0	40,397	1,303.13
February (2022)	0	35,161	1,255.75
		Average	1,538.31

PAVING LEGEND

- CONCRETE SIDEWALK REQ'D., TYPICAL. SEE 06/C251.
- ASPHALT PAVEMENT REQ'D., TYPICAL. SEE 07/C251.
- CONCRETE PAVEMENT REQ'D., TYPICAL. SEE 08/C251.
- CONCRETE TRASH DUMPSTER PAD APRON REQ'D., TYPICAL. SEE 08/C251.

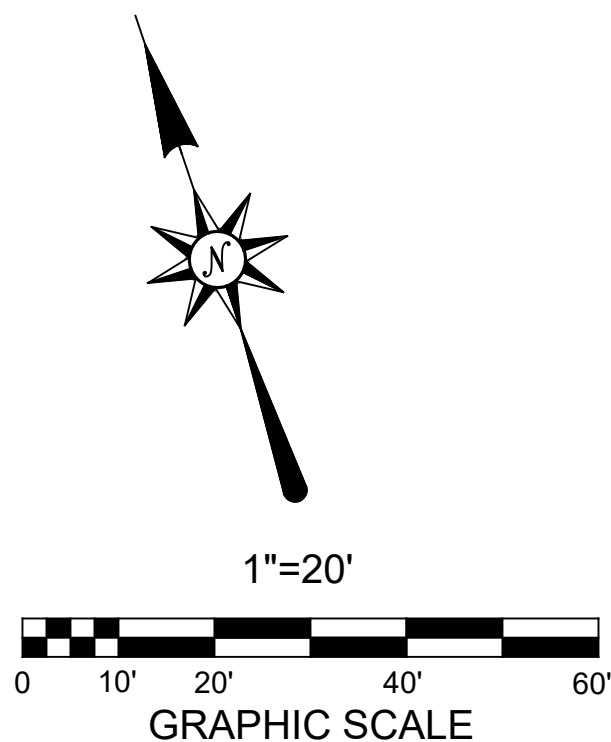
STRIPING LEGEND

- SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
- SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
- DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
- SWDL/4" - SINGLE WHITE DOTTED LINE / 4" WIDE
- SYBL/4" - SINGLE YELLOW BROKEN LINE / 4" WIDE
- SWBL/4" - SINGLE WHITE BROKEN LINE / 4" WIDE
- SWSL/6" - SINGLE WHITE SOLID LINE / 6" WIDE
- SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

SETBACK & EASEMENT LEGEND

- A 42' FRONT BUILDING SETBACK
- B 20' REAR BUILDING SETBACK
- C 10' SIDE BUILDING SETBACK
- D 8' LANDSCAPE SETBACK
- E 5' LANDSCAPE SETBACK
- F PERMANENT DRAINAGE EASEMENT PER DEED BOOK 475, PAGE 824
- G 10' PUBLIC UTILITY AND DRAINAGE EASEMENT PER PLAT BOOK 45, PAGE 152
- H 30' SANITARY SEWER EASEMENT PER PLAT BOOK 45, PAGE 152 EASEMENT TO BE ABANDONED PER SEWER ABANDONMENT.

SITE DATA TABLE	
PROPERTY AREA:	±55,564 SF / ±1.28 ACRES
LOCAL JURISDICTION:	MURFREESBORO, TN
ZONING:	HIGHWAY COMMERCIAL DISTRICT (CH)
BUILDING HEIGHT (APPENDIX A):	75 STORIES
MAX. ALLOWED PROPOSED	1 STORY
PARKING ( APPENDIX A: 210 ):	
REQUIRED:	
1 SPACE PER 100 S.F	38
PLUS ADA ACCESSIBLE SPACES	2
TOTAL	40
PROVIDED:	
STANDARD	38
ADA ACCESSIBLE	2
TOTAL	40
BUILDING SETBACKS (APPENDIX A):	
FRONT	42'
SIDE	10'
REAR	20'
PERIMETER LANDSCAPE SETBACKS:	
FRONT	8'
SIDE	5'
REAR	5'



LAYOUT LEGEND

- 24" SOLID WHITE STOP BAR REQ'D. SEE 11/251.
- 6' WIDE TRANSVERSE CROSSWALK REQ'D. PER TDOT STANDARD DRAWING T-M-4.
- PEDESTRIAN CROSSWALK REQ'D. WITH SWSL/4" EDGE STRIPES AND SWSL/4" INTERIOR STRIPES @ 2' O.C. @ 45° TO DIRECTION OF TRAFFIC.
- R1-1 STOP SIGN REQ'D. SEE 10,14/C251.
- DUMPSTER PAD, GATE, AND ENCLOSURE REQ'D. SEE ARCHITECTURAL SHEET A6.6 AND STRUCTURAL PLANS FOR DETAILS.
- CONCRETE TRANSFORMER PAD REQ'D. SEE SITE UTILITY PLAN FOR MORE INFORMATION.
- RAISED CONCRETE ISLAND BORDERED WITH SLOPING DETACHED CONCRETE CURB PER TDOT STANDARD DRAWING RP-SC-1.
- END OF ROAD TREATMENT REQ'D. SEE 14/C250.
- SLOTTED CURB WITH 5' WIDE OPENINGS @ 10' O.C. REQ'D.
- 24" CURB & GUTTER ON ASPHALT PAVEMENT REQ'D. TYPICAL. SEE 01/C251.
- ACCESS AISLE REQ'D. WITH SWSL/4" EDGE STRIPES AND SWSL/4" INTERIOR STRIPES @ 2' O.C. @ 45° TO DIRECTION OF TRAFFIC.
- ACCESSIBLE SIGN, SYMBOL, AND AISLE REQ'D. TYPICAL. SEE 01,02,03,04/C250.
- TYPE I ACCESSIBLE RAMP REQ'D. SEE 05/C250.
- MONO-DIRECTIONAL PERPENDICULAR CURB RAMP REQ'D. PER TDOT SD MM-CR-8, DETAIL D.
- TYPE III ACCESSIBLE RAMP REQ'D. SEE 07/C250.
- TIE TO EXISTING PAVEMENT REQ'D.
- TYPE 6-30 CURB AND GUTTER REQ'D PER TDOT STANDARD DRAWING RP-VC-10.
- TRANSITION FROM 18" CURB AND GUTTER TO TYPE 6-30 CURB AND GUTTER OVER 10' REQ'D.
- CURB ON CONCRETE PAVEMENT REQ'D., TYPICAL SEE 13/C250.
- 18" CURB & GUTTER ON ASPHALT PAVEMENT REQ'D., TYPICAL. SEE 01/C251.
- TRANSITION FROM 18" CURB AND GUTTER TO 24" OVER 5' REQ'D.
- ASPHALT & CONCRETE TURNDOWN REQ'D. WHERE ASPHALT PAVEMENT ABUTS CONCRETE PAVEMENT. SEE 12/C250 FOR DETAILS.
- PYLON SIGN TO BE PROVIDED BY TENANT. SEE SIGNAGE PLANS FOR ELEVATIONS AND DETAILS.
- CONCRETE ISLAND NOSE REQ'D. SEE 11/C250.
- STORM DRAINAGE STRUCTURE. SEE SITE DRAINAGE PLAN FOR MORE INFORMATION.
- TIE TO EXISTING CURB AND GUTTER REQ'D.
- PIPE BOLLARD REQ'D. SEE 01/S7.1.
- ILLUMINATED BOLLARD REQ'D. SEE ARCHITECTURAL PLANS FOR DETAILS.
- LIGHT POLE REQ'D. SEE SITE DIMENSION CONTROL PLAN FOR LOCATION COORDINATES. SEE PHOTOMETRIC PLAN FOR MORE INFORMATION.
- TIE TO EXISTING SIDEWALK REQ'D.
- MENU BOARD CANOPY REQ'D. SEE SHEETS A6.7 & A6.8 FOR DETAILS.
- EXTERIOR MENU BOARD REQ'D. SEE SHEETS A6.7 & A6.8 FOR DETAILS.
- HEADACHE BAR REQ'D. SEE SHEETS A6.7 & A6.8 FOR MORE INFORMATION.
- FLAG POLE WITH LIGHT BEACON. UNITED FLAG AND BANNER OR APPROVED EQUAL, 30' H X 5' X 0.125" WALL THICKNESS. 1-PC TAPERED ALUMINUM COMMERCIAL FLAG POLE. BRUSHED SATIN ALUMINUM FINISH WITH 14 GAUGE ALUMINUM BALL FINIAL. INCLUDE ALUMINUM ROLLER AND SLEEVE. HARDWARE TO INCLUDE STATIONARY TRUCK, NYLON FLAGSNAPS AND HALYARD. ENTIRE ASSEMBLY TO INCLUDE FOUNDATION) TO CONFORM TO APPLICABLE CODES, INCLUDING WIND LOADS. SEE D5/S5.1 FOR FOUNDATION DETAIL AND SEE A4/E5.2 FOR LIGHT DETAILS.
- 1" CRUSHED GRANITE STRIP REQ'D. SEE LANDSCAPE PLANS FOR DETAILS.
- TYPE I LOADING RAMP SEE 09/C250.
- TYPE II LOADING RAMP SEE 10/C250.
- CONCRETE WHEEL STOP REQ'D. TYPICAL. SEE 12/C251.
- LIMITS OF BUILDING/DUMPSTER ENCLOSURE FOUNDATION. SEE STRUCTURAL PLANS FOR MORE INFORMATION.
- DRIVE THROUGH SPEAKER BOX. SEE SHEES A6.7 & A6.8 FOR MORE INFORMATION.
- MAILBOX AND POST REQ'D. PER USPS REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH TENANT AND/OR ARCHITECT FOR EXACT TYPE AND STYLING.
- RETAINING WALL REQ'D. SEE SITE GRADING PLAN FOR TOP AND BOTTOM ELEVATIONS. TO BE DESIGN-BUILD BY CONTRACTOR.
- TYPE IV ACCESSIBLE RAMP AND SIDEWALK WITH HANDRAILS REQ'D. SEE 08/C250.
- PEDESTRIAN GUARDRAIL REQ'D. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION.
- AIRPORT SIGN TO BE CONSTRUCTED BY THE CITY.

REFER TO SURVEY FOR EXISTING CONDITIONS LEGEND

REFER TO SHEET C001 FOR ADDITIONAL NOTES APPLICABLE TO THE WORK SHOWN ON THIS PLAN

THIS/THESE DOCUMENTS ARE NOT INTENDED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

REV	DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-

SEC MEMORIAL BLVD & AIRPORT RD

MURFREESBORO, TN



Project No.: 21-0733

Client Project No.: 2105415

Drawing Title:

SITE LAYOUT PLAN

Date: 3/25/2022

Phase: 90%

Designed: WB

Drawing No.:

Drawn: L. TOWNLEY

C200

Checked: M. GONZALEZ, PE



*... creating a better quality of life*

# MEMORANDUM

DATE: April 13, 2022

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Whataburger – Memorial Blvd & Airport Road  
Sewer Allocation Ordinance  
Variance Request

---

## **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

## **Effects within Basin by Providing Variance to Sewer Allocation**

Per the most recent sewer connection model of the system, this Basin 03 and per the 2022 Sewer Allocation report currently has capacity for 3183 connections. By committing sewer service to this development, Staff is determining that basin 03's sewer connection capacity will be reduced by 1 connection, resulting in 3182 available connections for future developments. Currently, staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. Please note that while the Whataburger is counted as one sewer connection, the single-family unit equivalency is determined to be 5.92, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 2.72 single family units (sfu's) above the 3.2 sfu's allowed per the Ordinance. The Memorial Blvd corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street \* P.O. Box 1477 \* Murfreesboro, TN 37133-1477 \* Office: 615 890 0862 \* Fax: 615 896 4259  
TTY 615 848 3214 \* [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** Scheduling of Zoning Public Hearing  
**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 for public hearing before Council.

## Staff Recommendation

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

## Background Information

During its regular meeting on April 7, 2022, Council conducted a public hearing regarding the zoning of property along Northwest Broad Street to CH (Highway Commercial District) and GDO-1 (Gateway Design Overlay District 1). In Staff's presentation, it was mentioned that Staff anticipated that some of the property would need to be removed from the GDO-1, based on the proposed Legacy Sports use. After the public hearing, Council voted to approve the zoning request on first reading. Council will consider second and final reading at its April 21<sup>st</sup> meeting. In the time since first reading, Staff has worked with the design team to identify an area of the property believed to be appropriate to remain in the GDO-1 and a portion to remove from the GDO-1. As such, Staff will be recommending that the Planning Commission conduct a public hearing on this matter at its May 4<sup>th</sup> regular meeting. In anticipation of a Planning Commission recommendation on May 4<sup>th</sup>, Staff recommends that Council schedule a public hearing for this matter on May 5<sup>th</sup>.

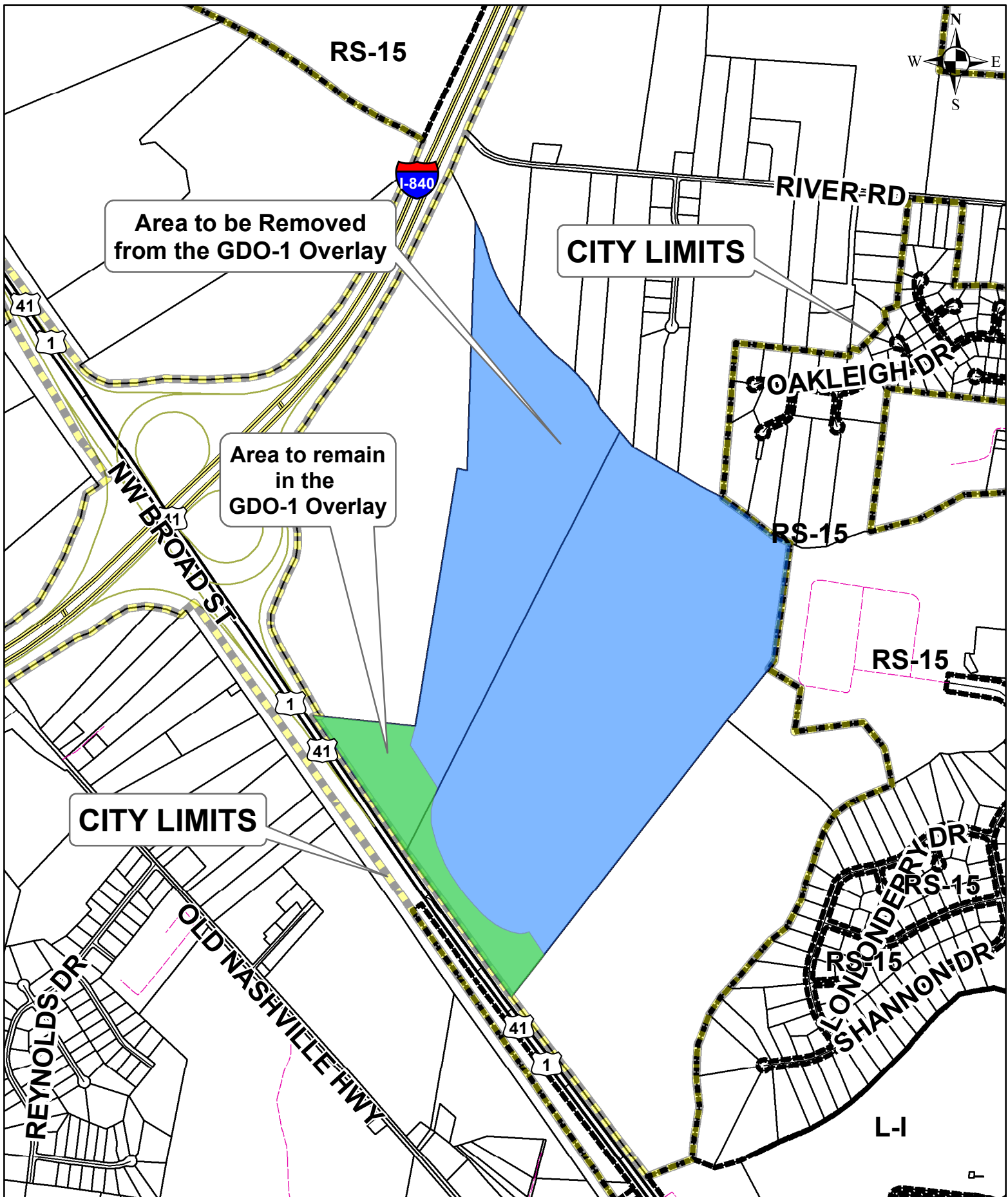
- a. Zoning application [2022-409] for approximately 238 acres located along Northwest Broad Street to be removed GDO-1 zoning overlay district (with approximately 20.8 acres remaining in the GDO-1 overlay), City of Murfreesboro applicant.

## Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

## Attachments:

Map for zoning application for approx. 238 acres located along Northwest Broad Street



**Zoning Request for Property located along Northwest Broad Street  
Approximately 238 acres to be removed from the GDO-1 Overlay**

0 465 930 1,860 2,790 3,720 Feet

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

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Fourth of July Fireworks Show Agreement

**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**

Agreement for 4<sup>th</sup> of July Fireworks show.

**Staff Recommendation**

Approve Agreement with Pyro Shows, Inc.

**Background Information**

Every year, Murfreesboro Parks and Recreation hosts a large Fourth of July fireworks celebration. The agreement with Pyro Shows permits a professional fireworks company to handle this aspect of the show.

**Council Priorities Served**

*Establish strong City brand*

The community has for many years enjoyed a City-sponsored, high-quality fireworks display as part of the Nation's 4th of July celebration. Each year thousands of people come out to various locations around the City in order to view the grand display of fireworks.

**Fiscal Impact**

Total cost of agreement, \$35,000, is funded by the Department's operating budget.

**Attachment**

Agreement with Pyro Shows, Inc.

### **Agreement for Fireworks for the 4th of July**

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 **Pyro Shows, Inc.** a Corporation of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-34-2022 July 4<sup>th</sup> Fireworks Show issued 02/22/2022 (the "Solicitation");
- Contractor's Proposal, dated 3/16/2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/16/2022 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

#### **1. Duties and Responsibilities of Contractor.**

- a. Contractor shall provide the City with a 4th of July Fireworks Display as specified in "ITB-34-2022 – July 4<sup>th</sup> Fireworks Show" listed under "Bid Specifications" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The services must be completed on July 4, 2022, and upon mutual agreement by City and Contractor, July 4, 2023, and July 4, 2024. Delivery is to the City of Murfreesboro Parks and Recreation Department located in Murfreesboro, TN. The City's contact person for this contract, Rachel Singer, (rsinger@murfreesborotn.gov), must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with

specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

- f. Every delivery made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.

2. **Term.**

The term of this Agreement commences on the Effective Date \_\_\_\_\_ and expires July 5, 2022, unless extended in writing by mutual agreement of Contractor and the City or earlier terminated as set forth herein. All bid prices shall be effective until the end of this contract term. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service, or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1st of each subsequent year for approval and acceptance by the City Manager. Contractor's services may be terminated in whole or in part:

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

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

- a. The price for services shall be invoiced at the prices set forth the Contractor's Bid Proposal dated 03/16/2022 which reflects a total price of \$35,000.
- b. A deposit not to exceed fifty percent (50%) will be paid upon request to the contractor each year before the display is performed. The balance for the year's display will be paid within thirty (30) days of the successful completion of the display.
- c. Fireworks display must be shown as specified in the ITB's specifications.
- d. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged

items.

- e. The fireworks show will be held on July 4, 2022, beginning approximately between 9:00 p.m. and 9:15 p.m. at the location set forth in the specifications. The exact time is to be determined by the City and the Contractor on site.
- f. The services performed will not be considered "accepted" until an authorized agent for the City has determined that the services fully complied with specifications.

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:  
Public Liability Insurance Coverage of not less than ten million dollars (\$10,000,000),  
Vehicle Liability Insurance Coverage of not less than five million dollars (\$5,000,000), and  
Workers Compensation Insurance Coverage of not less than one million dollars (\$1,000,000)

These insurance policies and certificates shall further name the City of Murfreesboro as an additional insured for the display. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. **Warranty.**

Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.

7. **Indemnification.**

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

8. **Notices.**

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

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

If to Contractor:  
Travis Forsyth  
Pyro Shows, Inc.  
P.O. Box 1776  
LaFollette, TN 37766  
travis@pyroshows.com

9. **Maintenance of Records.**

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

10. **Modification.**

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

11. **Relationship of the Parties.**

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

12. **Waiver.**

No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.**

Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.**

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.**

It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or

criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.**

The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

18. **Force Majeure.**

No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.**

The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.**

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

21. **Attorney Fees.**

In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

22. **Effective Date.**

This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above and below.

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

**CITY OF MURFREESBORO**

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

**Pyro Shows, Inc.**

DocuSigned by:  
By: Blansden E. Hill, Jr.  
Blansden E. Hill Jr. President & CEO

**APPROVED AS TO FORM:**

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Arch Speciality Ins Co</td> <td>21199</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company		INSURER C : Arch Speciality Ins Co	21199	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766															

**COVERAGES****CERTIFICATE NUMBER:** 828409552**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML01929-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00004-211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	UXP1034375-02	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2	Y	Y	SI8EX01662-211	11/1/2021	11/1/2022	Each Occ/ Aggregate 5,000,000 Total Limits 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Fireworks Display: July 4, 2022 (Independence Day Celebration)  
 Additional insured: City of Murfreesboro, Tennessee, it's officers, employees, contractors, consultants, and agents; State of Tennessee.

**CERTIFICATE HOLDER****CANCELLATION**

City of Murfreesboro 111 West Vine Street Murfreesboro TN 37130	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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PURCHASING DEPARTMENT BID FORM					
<b>MUST BE COMPLETED</b>					
Date: 3/16/2022			Bid Title: ITB- 34-2022 - July 4th Fireworks Show		
Name of Company: Pyro Shows, Inc.					
<b>INSTRUCTIONS:</b> All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, and any other standard equipment necessary provide this service. The City is not subject to sales tax. <b>PROVIDE WITH YOUR BID RESPONSE THE NAMES OF ANY SUBCONTRACTORS THAT WILL BE USED TO PERFORM SERVICES FOR THIS BID.</b>					
ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Each	July 4 <sup>th</sup> Fireworks show	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>

**The bidder must attach a descriptive list to the bid submittal of shells, their sizes, and the approximate total firing time required in order to produce an approximate twenty-minute fireworks display.**

NOTE: All prices quoted shall remain firm for period of 365 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Purchase of Uniforms, Clothing and Equipment Items

**Department:** Police/Fire

**Presented by:** Cathy Smith, Purchasing Director

**Requested Council Action:**

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

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**Summary**

Purchase of uniforms, clothing, and equipment item.

**Staff Recommendation**

Approve the Agreement for Uniforms for Police and Fire with Galls LLC.

**Background Information**

The Police and Fire Departments purchase various uniforms, clothing, equipment on a regular basis. These items are available from Galls via the Buyboard Master Agreement No. 603-20.

Buyboard purchases are permitted by Council Resolution. Staff has verified the cost effectiveness of the current Buyboard Master Agreement.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

Providing MPD/MFRD staff with the uniforms and gear needed to ensure their safety is necessary to respond to calls for service and provide other support functions.

**Fiscal Impacts**

Uniform expenses, Police up to \$350,000 and Fire up to \$220,000, is funded by Departments' operating budgets.

**Attachments:**

Agreement for Uniforms for Police and Fire

## **Agreement for Uniforms for Police & Fire**

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 **Galls LLC**, a limited liability corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Buyboard's Master Agreement No. 603-20, including Galls National Award Letter, dated February 10, 2020, and Galls 2022 Renewal Letter, dated January 25, 2022
- Contractor's (Galls) Letter dated March 28, 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
  - Third, Buyboard's Master Agreement No. 603-20
  - Lastly, the Contractor's (Galls) Proposal
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the Uniforms from the Buyboard's Master Agreement No. 603-20 in accordance with Contractor's (Galls) Proposal. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Buy Board Master Agreement No. 603-20 throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by City Council
  2. **Term.** The agreement term shall run concurrent with the term of the Master Agreement until its expiration on March 31, 2023. Contractor's performance may be terminated in whole or in part:
    - a. Upon 30-day prior notice, for the convenience of the City.
    - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
    - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
    - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
    - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
  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 Buyboard's Master Agreement No. 603-20 and the Contractor's Proposal which reflects a purchase price of 15% discount off catalog items. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries for in-stock non-embellished items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37129 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department). Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City.

Fire Department Contact - Attn: Roger Toombs, tel: 615.713.8121 – email: [rtoombs@murfreesborotn.gov](mailto:rtoombs@murfreesborotn.gov)

Police Department Contact - Attn: Don Fanning, tel: 629.201.5589 – email: [0273@murfreesborotn.gov](mailto:0273@murfreesborotn.gov)

Contacts must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Buyboard Master Agreement No. 603-20.
  - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
  5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
  6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

## 7. Indemnification.

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

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

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

If to the Contractor:  
Attn: Michael Fadden  
Galls LLC  
1340 Russell Cave Road  
Lexington, KY, 40505

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.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
  - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
  - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."**
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**CITY OF MURFREESBORO, TENNESSEE**

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

**GALLS LLC**

DocuSigned by:  
By: Michael Padden  
Michael Padden, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



February 10, 2020

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington, KY 40505

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*

**Proposal Name and Number:** Public Safety and Firehouse Supplies and Equipment, Proposal No. 603-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 4/1/2020 through 3/31/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5

P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)





P.O. Box 400, Austin, Texas 78767  
800.695.2919 • [info@buyboard.com](mailto:info@buyboard.com) • [buyboard.com](http://buyboard.com)

January 25, 2022

**Sent via email to: [smeltzer-amelia@galls.com](mailto:smeltzer-amelia@galls.com)**

Amelia Smeltzer  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington, KY 40505

Re: Public Safety and Firehouse Supplies and Equipment  
BuyBoard Contract 603-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 603-20, for which the current term is set to expire March 31, 2022. At this time, the BuyBoard is renewing your contract through March 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org) prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in black ink that reads "Lisa Maraden".

Lisa Maraden  
Contract Administrator

final renewal v.02.13.2020

Endorsed by



TASA





1340 Russell Cave Road  
Lexington, KY 40505

March 28, 2022

via electronic mail

Jenny Licsko  
Finance Manager  
Murfreesboro Police Department  
1004 N. Highland Ave.  
Murfreesboro, TN 37130  
629-201-5575

RE: Buyboard Contract 603-20 - Pricing Confirmation

Dear Ms. Licsko:

Please accept this letter as confirmation that Galls, LLC's catalog pricing for Buyboard Contract #603-20 is 15% off MSRP pricing. Please contact me with any questions by phone at 859-800-1400 or by email at [smeltzer-amelia@galls.com](mailto:smeltzer-amelia@galls.com).

Regards,

A handwritten signature in blue ink that reads 'Amelia Smeltzer'.

Amelia Smeltzer  
Sr. Strategic Contract Management Specialist  
Galls, LLC

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Purchase of New Police Vehicles

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Purchase of 30 new police vehicles.

**Staff Recommendation**

Approve the purchase of 30 new police vehicles from Ford of Murfreesboro and Wilson County Motors.

**Background Information**

The purchase of 30 vehicles are scheduled replacements. Of this total, 25 vehicles will be marked police cars and five will be unmarked cars. This equipment is available for purchase in the amount of \$1,048,592.

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

**Council Priorities Served**

*Responsible budgeting*

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

**Fiscal Impact**

The cost of this purchase, \$1,048,592, is funded by the American Rescue Plan Act Funds.

**Attachments**

1. Contract with TT of F. Murfreesboro, Inc. d/b/a Ford of Murfreesboro
2. Contract with Wilson County Motors, LLC

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
TT OF F. MURFREESBORO, INC.  
FOR PURCHASE OF VEHICLE**

This Contract is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC.**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/72320 with TT of F. Murfreesboro, Inc.***
- ***Sales Quotation No. MUR015 dated March 1, 2022, from TT of F. Murfreesboro, Inc. for two 2022 F-150 Super Crew XLT***
- ***Sales Quotation No. MUR016 dated March 11, 2022, from TT of F. Murfreesboro, Inc. for twenty-five 2022 PI Utility AWD***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 209/72320 with TT of F. Murfreesboro, Inc.***
- ***Finally, Sales Quotation No. MUR015 dated March 1, 2022, from TT of F. Murfreesboro Inc., for two 2022 F-150 Super Crew XLT Trucks and Sales Quotation No. MUR016 dated March 11, 2022, from TT of F. Murfreesboro, Inc. for twenty-five 2022 PI Utility AWD Trucks***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles and optional equipment as set forth in the State of Tennessee Contract No. 209/72320 with TT of F. Murfreesboro, Inc., and Contractor's Sales Quotation No. MUR015 dated March 1, 2022 and Contractor's Sales Quotation No. MUR016 dated March 11, 2022:

- a. Two (2) 2022 F-150 Super Crew XLT Trucks
- b. Twenty-five (25) 2022 PI Utility AWD Trucks

Furthermore, the City may utilize this Contract to procure additional vehicles and equipment from Contractor per the State of Tennessee Contract No. 209/72320 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. **Term.** The term of this Contract shall be from \_\_\_\_\_, 2022 (the "Effective Date") to the expiration of the State of Tennessee No. Contract 209/72320 on December 31, 2023, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quotation No. MUR015 dated March 1, 2022, from TT of F. Murfreesboro, Inc., for two 2022 F-150 Super Crew XLT Trucks and Sales Quotation No. MUR016 dated March 11, 2022, from TT of F. Murfreesboro, Inc. for twenty-five 2022 PI Utility AW Trucks, reflecting a **Total Purchase Price of \$940,642.00** as set forth in the above referenced Sales Quotations. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
- b. An employee of the City of Murfreesboro will pick-up the vehicles within three (3) working days of notification by Ford of Murfreesboro that it is ready for pickup. Please notify the City's contact person, Robert Holloway (email: 0388@murfreesborotn.gov) at (615) 849-2673 when vehicles are ready for pick-up.
- c. Deliveries of all items shall be made as soon as possible after issuance of Purchase Order and no later than December 31, 2022. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

- 4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

### 5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or

intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

If to the City of Murfreesboro:

City of Murfreesboro  
Attn: City Manager  
Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

If to the Contractor:

Ford of Murfreesboro  
Attn: Jason McCullough, Fleet Sales Manager  
1550 NW Broad St.  
Murfreesboro TN 37129-1709

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

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Debarment and Suspension.**

- a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
    - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
    - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
    - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
  - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
    - i. Debarred from participation in any federally assisted Award;
    - ii. Suspended from participation in any federally assisted Award;
    - iii. Proposed for debarment from participation in any federally assisted Award;
    - iv. Declared ineligible to participate in any federally assisted Award;
    - v. Voluntarily excluded from participation in any federally assisted Award; or
    - vi. Disqualified from participation in any federally assisted Award.
    - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
24. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
25. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
  - i. 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 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.
  - ii. 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.
  - iii. The Contractor 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.
- c) 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.

**26. Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this section:
  - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

27. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
28. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
29. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

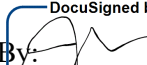
*signatures on following page*

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

**CITY OF MURFREESBORO**

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

**TT of F. MURFREESBORO, INC.**

DocuSigned by:  
By:  \_\_\_\_\_  
Jason McCullough, Fleet Manager

APPROVED AS TO FORM:

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

## Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/72320

TO:

City of Murfreesboro - Police Dept.

DATE	3/11/2022
F.O.B.	
TERMS	30 Days ARO
DELIVERY	TBD
NUMBER	MUR016

*We are pleased to quote you the following:*

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
25	K8A	PI Utility AWD SWC MSRP \$39,685.00	\$33,881.00	\$847,025.00
25	OPT	Optional Equipment	\$275.00	\$6,875.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
		Total Price	\$34,156.00	\$853,900.00

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



QUOTE SIGNED

March 11, 2022

DATE

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
WILSON COUNTY MOTORS, LLC  
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 72307 with Wilson County Motors, LLC***
- ***Price Quote Sheet dated March 2, 2022, from Wilson County Motors, LLC for:  
Three (3) [Fleet] 2022 Chevrolet Silverado 1500 LTD Trucks (CK18543) 4WD Crew Cab 147"  
LT w/1 LT-Contract price of \$35,983.60 for a total purchase price of \$107,950.80***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 72307 with Wilson County Motors, LLC***
- ***Finally, Price Quote Sheet dated March 2, 2022, from Wilson County Motors, LLC for:  
Three (3) [Fleet] 2022 Chevrolet Silverado 1500 LTD Trucks (CK18543) 4WD Crew Cab 147"  
LT w/1 LT***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the vehicles and optional equipment as set forth in the State of Tennessee Contract No. 72307 with Wilson County Motors, LLC, and Contractor's Price Quote Sheet dated March 2, 2022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract 72307 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee No. Contract 72307 on December 31, 2023, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from Wilson County Motors, LLC dated March 2, 2022, for: Three (3) [Fleet] 2022 Chevrolet Silverado 1500 LTD Trucks (CK18543) 4WD Crew Cab 147" LT w/1 LT priced at \$35,983.60 each for a **total purchase price of \$107,950.80**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
- b. An employee of the City of Murfreesboro will pick-up the vehicles within three (3) working days of notification by Ford of Murfreesboro that it is ready for pickup. Please notify the City's contact person, Robert Holloway (email: 0388@murfreesborotn.gov) at (615) 849-2673 when vehicles are ready for pick-up.
- c. Deliveries of all items shall be made as soon as possible after issuance of Purchase Order and no later than December 31, 2022. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item supplied shall meet the warranty requirements set forth by the manufacturer or as specified in the State bid.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent

contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

If to the City of Murfreesboro:

City of Murfreesboro  
Attn: City Manager  
Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC  
Danielle Rodriguez  
903 S. Hartman Dr.  
Lebanon, TN 37090  
Phone: (615) 444-9642  
[danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

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

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Debarment and Suspension.**

- a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
    - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
    - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
    - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
  - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
    - i. Debarred from participation in any federally assisted Award;
    - ii. Suspended from participation in any federally assisted Award;
    - iii. Proposed for debarment from participation in any federally assisted Award;
    - iv. Declared ineligible to participate in any federally assisted Award;
    - v. Voluntarily excluded from participation in any federally assisted Award; or
    - vi. Disqualified from participation in any federally assisted Award.
    - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
24. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
25. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
  - i. 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 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.
  - ii. 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.
  - iii. The Contractor 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.
- c) 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.

**26. Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this section:
  - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

27. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
28. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
29. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**CITY OF MURFREESBORO**

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

**Wilson County Motors, LLC**

DocuSigned by:  
By: Danielle Rodriguez  
CP8AC1A3562E4A6  
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

DocuSigned by:  
Adam F. Tucker  
4A8955F947  
Adam F. Tucker, City Attorney



## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

# SWC 209 Murfreesboro Police 2023 1500 Crew LT

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT





## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

## Wilson County Motors

### Prepared By:

Danielle Rodriguez  
Wilson County Motors  
615-444-9642  
[danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

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Data Version: 15906. Data Updated: Mar 2, 2022 2:00:00 AM PST.



# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$42,817.00	\$47,000.00
Total Options	(\$8,528.40)	\$1,330.00
Vehicle Subtotal	\$34,288.60	\$48,330.00
Destination Charge	\$1,695.00	\$1,695.00
Grand Total	\$35,983.60	\$50,025.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## Technical Specifications

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# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT ( Complete ) ( ✓ )

## Selected Model and Options

MODEL					
CODE	MODEL			VQ2	MSRP
CK18543	2022 Chevrolet Silverado 1500 LTD 4WD Crew Cab 147" LT w/1LT			\$42,817.00	\$47,000.00
COLORS					
CODE	DESCRIPTION				
GAZ	Summit White				
EMISSIONS					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00
ENGINE					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	67.00 lbs	-14.00 lbs	\$1,227.60	\$1,395.00
TRANSMISSION					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MQE	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)	-4.00 lbs	0.00 lbs	Inc.	Inc.
GVWR					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine without (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✓  
Complete )

## AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LM2) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	-5.00 lbs	\$0.00	\$0.00

## PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

## WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)	-10.00 lbs	-10.00 lbs	\$0.00	\$0.00

## TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

## SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

## PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT ( Complete ) (✓)

### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	4.00 lbs	3.00 lbs	\$0.00	\$0.00

### SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
H0U	Jet Black, Cloth seat trim	-1.00 lbs	-1.00 lbs	\$0.00	\$0.00

### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	-3.00 lbs	\$0.00	\$0.00

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
KC4	Cooling, external engine oil cooler (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (NHT) Max Trailering Package, (VYU) Snow Plow Prep Package, (LM2) Duramax 3.0L Turbo-Diesel I6 engine or (L3B) 2.7L Turbo engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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# Wilson County Motors

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (  Complete )

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
00G	Not Equipped with Heated Steering Wheel, see dealer for details (Vehicles built on or after 12-6-2021 will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel.) *CREDIT*	0.00 lbs	0.00 lbs	(\$22.00)	(\$25.00)
00V	Not Equipped with Heated or Ventilated Front Seats, see dealer for details (Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated or Ventilated Front Seats, which removes heated and ventilated front seats.) *CREDIT*	0.00 lbs	0.00 lbs	(\$44.00)	(\$50.00)

## ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
VQ2	Fleet Processing Option	0.00 lbs	0.00 lbs	\$0.00	\$0.00

## CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Assist	Assistance	0.00 lbs	0.00 lbs	(\$9,700.00)	\$0.00
Fed Tire	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Options Total		56.00 lbs	-30.00 lbs	(\$8,528.40)	\$1,330.00

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# Wilson County Motors

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔)  
Complete )

## Standard Equipment

### Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (RG5) (Z82) Fleet LT Trailer Package Delete is ordered.)

All Star Edition (Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)

Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (NP5) leather-wrapped steering wheel, (KI3) heated steering wheel and (N37) manual tilt/telescoping steering column (Vehicles built prior to 11-15-2021 not equipped with (RG4) Fleet LT Base Content Package Delete include heated driver and front outboard passenger seats. Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated or Ventilated Front Seats, which removes heated front seats. Vehicles built prior to 12-6-2021 not equipped with (RG4) Fleet LT Base Content Package Delete include heated steering wheel. Vehicles built on or after 12-6-2021 will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel. See dealer for details or the window label for the features on a specific vehicle. Includes (USS) 2 charge-only USB ports for second row, (C49) rear-window defogger, (KPA) auxiliary power outlet, (AVJ) Keyless Open and Start, (BTV) Remote Start, (UTJ) content theft alarm, (AZ3) front 40/20/40 split-bench with under-seat storage and (UF2) bed LED cargo area lighting. Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

### Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio (Included with (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailer Package.)

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Auto-locking rear differential (Deleted when (RG6) (G80) Fleet LT Auto-locking rear differential Delete is ordered.)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included and only available with (L3B) 2.7L Turbo engine, (LM2) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailer Package.)

Frame, fully-boxed, hydroformed front section

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Data Version: 15906. Data Updated: Mar 2, 2022 2:00:00 AM PST.



# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## Mechanical

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

## Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

Recovery hooks, front, frame-mounted, Black (Included with 4WD models only.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Grille (Chrome bars with high gloss Black mesh inserts.)

Headlamps, LED reflector with LED signature Daytime Running Lamps

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Taillamps, with incandescent tail, stop and reverse lights

Mirrors, outside heated power-adjustable (When (PQB) Safety Package is ordered, includes Perimeter Lighting.)

Mirror caps, chrome (Not available with (DPO) trailering mirrors.)

Glass, deep-tinted

Door handles, body-color

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, gate function manual with EZ Lift includes power lock and release

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# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (Complete) (✓)

## Entertainment

Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio system feature, 6-speaker system

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See [onstar.com](http://onstar.com) or dealer for details.)

## Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Seat trim, Cloth

Seat adjuster, driver 10-way power including lumbar (Included with (WPF) Fleet Comfort Package. Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Seat adjuster, passenger 4-way manual

Seating, heated driver and front outboard passenger (Deleted with (RG4) Fleet LT Base Content Package Delete when (WPF) Fleet Comfort Package is not ordered. Vehicles built prior to 11-15-2021 not equipped with (RG4) Fleet LT Base Content Package Delete include heated driver and front outboard passenger seats. Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated or Ventilated Front Seats, which removes heated front seats. See dealer for details or the window label for the features on a specific vehicle. Feature will not function on certain models without dealer retrofit, expected late Q2, 2022, see dealer for details.)

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

Steering wheel, leather-wrapped (Deleted with (RG4) Fleet LT Base Content Package Delete when (WPF) Fleet Comfort Package is not ordered.)

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# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## Interior

Steering wheel, heated (Vehicles built prior to 12-6-2021 not equipped with (RG4) Fleet LT Base Content Package Delete include heated steering wheel. Vehicles built on or after 12-6-2021 will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel. See dealer for details or the window label for the features on a specific vehicle. Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Steering wheel audio controls

Steering column, manual tilt and telescoping (Deleted with (RG4) Fleet LT Base Content Package Delete when (WPF) Fleet Comfort Package is not ordered.)

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 4.2" diagonal color display includes driver personalization

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote vehicle starter system

Keyless Open and Start (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Cruise control, electronic with set and resume speed, steering wheel-mounted

Theft-deterrent system, unauthorized entry

Power outlet, front auxiliary, 12-volt

USB ports, 2 (first row) located on instrument panel

Power outlet, rear auxiliary, 12-volt (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

USB ports, dual, charge-only (2nd row) (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Air conditioning, dual-zone automatic climate control (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered and replaced with (C4P) semi-automatic air conditioning. Included with (WPF) Fleet Comfort Package. Vehicles built prior to 11-1-2021 not equipped with (RG4) Fleet LT Base Content Delete Package will include (00D) Not Equipped with Climate Control Knob Digital Temperature Display, which removes the digital temperatures displayed on the Climate Control Knobs.)

Air vents, rear, heating/cooling

Defogger, rear-window electric

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Data Version: 15906. Data Updated: Mar 2, 2022 2:00:00 AM PST.



# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## Interior

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

## Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted when (RG5) (Z82) Fleet LT Trailering Package Delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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# Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" LT w/1LT (✔  
Complete )

## WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>  
Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5  
Years/100,000 Miles  
Maintenance Note: 1 Year/1 Visit

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Data Version: 15906. Data Updated: Mar 2, 2022 2:00:00 AM PST.

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

---

**Item Title:** Rehrig Cart Purchase  
**Department:** Solid Waste  
**Presented by:** Russell Gossett, Director of Solid Waste  
**Requested Council Action:**

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

---

## Summary

Purchase of 1,404 residential solid waste carts from Rehrig Pacific Company.

## Staff Recommendation

Approve purchase 1,404 carts from Rehrig Pacific.

## Background Information

The proposed purchases a part of the Solid Waste Department's regular operations. These carts will be delivered to new residences as well as current residents electing to purchase additional carts or as replacements for damages carts. The Solid Waste department averages delivery of 260 new carts a month. This purchase is a budgeted in FY22 budget.

All equipment items to be purchased from Rehrig Pacific through a Cooperative Purchasing Omnia Contract, allowing for competitive pricing and a quality product.

## Council Priorities Served

*Excellent Services with a Focus on Customer Service*

These carts are purchased at the most competitive market price and allows operations to maintain the pace of growth in the City of Murfreesboro. With this purchase, Solid Waste will maintain cart delivery without delay.

## Fiscal Impact

This expenditure, 93,900, is funded by the Department's FY22 Budget.

## Attachments

1. Omnia contract extension.
2. Rehrig Pacific equipment quote.

**SECOND AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
REHRIG PACIFIC COMPANY  
FOR  
95 GALLON ROLL OUT CARTS**

This Second Amendment ("Second Amendment") to the Contract entered June 25, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Rehrig Pacific Company, a corporation of the State of Delaware, ("Contractor") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**RECITALS**

WHEREAS, on June 25, 2020, the City entered into a contract with Contractor for 95 EG Gallon Roll Out Carts as set forth in Omnia/NJPA Contract No. 00254; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 25, 2020, to October 5, 2022; and,

WHEREAS, the City would like to purchase an additional 1404 95 Gallon Roll Out Carts per Rehrig Pacific Company Order #475740 SO per the Omnia/NJPA Contract No. 00254; and,

WHEREAS, the Omnia/NJPA contract Amendment No. 29 allows for a price adjustment from original contract; and,

WHEREAS, the City has reviewed and agrees with the price adjustment set forth in the Omnia/NJPA Contract No. 00254 Amendment No. 29;

NOW THEREFORE, the City and Contractor mutually agree:

1. To adjust the price as set forth in Omnia/NJPA Contract No. 00254 Amendment No. 29 (Attachment "A" to Amendment #2); and
2. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2022.

**CITY OF MURFREESBORO**

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

**REHRIG PACIFIC COMPANY**

DocuSigned by:  
By: Marc Scott  
Marc Scott, VP Environmental Sales

Approved as to form:

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

6157



## Order Acknowledgement

Order #: 475740 SO  
Date: 3/30/2022

Sold To: 208053  
Customer Name: CITY OF MURFREESBORO  
Billing Address: 4765 FLORENCE RD  
MURFREESBORO TN 37129-2926

Phone: Email Inv to:  
Attn: MURFREESBORO CITY OF : TENNESSEE

Freight Terms: AGREED BILLABLE BY  
TRUCKLOAD

Purchase Order #: FORTHCOMING

Payment Terms : Net 30 Days

Special Instructions:

Ship To: 208053  
Company Name: CITY OF MURFREESBORO  
Shipping Address: JOEY SMITH  
4765 FLORENCE RD  
MURFREESBORO TN 37129-2926

Phone: 615 8933681  
Attn: JOEY SMITH


Quantity	Cust. SKU	Prefix	Prom Delivery	Part #	Description	Unit Price	Total
702		RPC	4/20/22	315854	95G EG ROC BLACK	65.0000	45,630.00
702		RPC	4/20/22	315854	95G EG ROC BLACK	65.0000	45,630.00


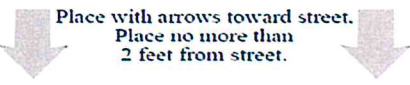
This acknowledgement is to confirm that your order has been received and processed. Delivery dates and freight rates are estimated and are subject to change. Rehrig Pacific will advise you of any changes to your order status as soon as these are known. Please notify of any changes to avoid a restocking fee.

Sub Total: 91,260.00  
Freight: 2,640.00  
Tax:  
Total: USD 93,900.00

Thank you for your partnership.

RPC ATLANTA., 1000 RACO CT , LAWRENCEVIL

ITEM SPECIFIC FORM		ITEM #: 315854	
<b>Product Family:</b> Roll Out Carts <b>Pallet Label:</b> <b>Size/Quantity:</b> 95G <b>Surface Finish:</b> <b>Product/Style:</b> EG <b>Primary Color:</b> ROC Black <b>Required Regrind Type:</b> <b>Required Regrind Percent:</b>  <b>Subcomponent:</b> 236371 <b>Primary Tech:</b> RFID UHF <b>Special Instructions:</b>		<b>Components</b> <b>Grab Bar/Reinforcement:</b> MCB <b>Axle:</b> 95 Gal Snap on Axle 22.625" <b>Wheel:</b> 10" BMSO - 1.4" Spacer	
<b>13 Eaches per stack</b> <b>2 Stacks per layer</b> <b>Pallets per Unit Load</b> <b>Trays per Unit Load</b> <b>Lids Closed:NO</b> <b>Bags:NO</b>	<b>Pallet/Packaging:</b> <b>Floor Loaded</b> <b>26 Eaches per Unit Load</b> <b>Slipsheet/Type of Tray:</b> <b>Stretch Wrap: None</b> <b>Banding:</b>		
<b>Decoration Name/Identifier:</b> D173176 <b>Decoration Description:</b> CITY OF MURFREESBORO, TN <b>Location:</b> Side 2 & 4 - Standard <b>Type:</b> HS (Hot Stamp) <b>Rotation:</b> <b>Color:</b> White <b>Proof Hyperlink:</b> <b>Special Instructions:</b>			

<b>SUB-COMPONENT</b>			<b>PARENT #: 315854</b> <b>ITEM: 236371</b>
<b>Product Family:</b> Roll Out Carts <b>Size/Quantity:</b> 95G <b>Product/Style:</b> Lid <b>Primary Color:</b> ROC Black <b>Sub-Component Color:</b> <b>Subcomponent:</b> 236371 - 95GLIDPLACE WITH ARROWS TOWARD <b>Primary Tech:</b> <b>Special Instructions:</b>		<b>Pallet Label:</b> <b>Surface Finish:</b>	<b>Components</b>
<b>Decoration Name/Identifier:</b> D157200 <b>Decoration Description:</b> PLACE WITH ARROWS TOWARD STREE <b>Location:</b> Side 5 - Standard <b>Type:</b> HS (Hot Stamp) <b>Rotation:</b> <b>Color:</b> White <b>Proof Hyperlink:</b> <b>Special Instructions:</b>		 <p>Place with arrows toward street. Place no more than 2 feet from street.</p>	

# COUNCIL COMMUNICATION

**Meeting Date: 4/21/2022**

---

**Item Title:** Amendment 1 to Contract with Mid-Cumberland Human Resource Agency

**Department:** Transportation (Transit)

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:**

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

---

**Summary**

Amendment decreasing the cost of paratransit service for FY23 and FY24.

**Staff Recommendation**

Approve Amendment 1 to contract with Mid-Cumberland Human Resource Agency (MCHRA).

**Background Information**

With rising inflation affecting public transportation services the Transportation Department has been exploring means of decreasing the cost to provide these services. Two considerations are to utilize existing FTA regulations relating to rider eligibility and reductions in the contract cost of the services.

Negotiations with MCHRA have resulted in a rate per trip decrease M-F from \$60/trip to \$45 and on Saturday from \$90/trip to \$80. The estimated annual contract cost reduction will be \$100,000.

**Council Priorities Served**

*Responsible Budgeting*

Reducing the expense of transit-related services reduces the impact of these services on the City's general fund.

**Fiscal Impacts**

Costs reductions are estimated to be a \$100,000 reduction in the paratransit service operating budgeted for FY22 Budget.

**Attachments:**

1. Amendment 1 to MCHRA Contract
2. Original MCHRA Contract
3. MCHRA Letter of Price Reduction

**FIRST AMENDMENT  
TO THE  
SHARED-RIDE PARATRANSIT SERVICE AGREEMENT  
BETWEEN THE  
CITY OF MURFREESBORO AND THE  
MID CUMBERLAND HUMAN RESOURCE AGENCY**

This First Amendment ("First Amendment") to the Contract dated December 3, 2019, ("Contract") is effective as of this \_\_\_\_\_ day of March 2022, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and the Mid-Cumberland Human Resource Agency ("MCHRA").

**RECITALS**

**WHEREAS**, on December 3, 2019, the City entered into a contract with MCHRA, for the provision of paratransit services; and,

**WHEREAS**, clause 60, Contract Amendment, states the Agreement may be amended upon mutual consent by both parties in writing; and,

**WHEREAS**, on March 4, 2022, MCHRA notified the City, in writing, that "as of July 1, 2022, the price will drop from:

Monday-Friday \$60.00 per trip leg to \$45.00 per trip leg  
Saturday \$90.00 per trip leg to \$80.00 per trip leg; and,

**WHEREAS**, the City agrees to such pricing change effective July 1, 2022;

**NOW THEREFORE**, the City and MCHRA mutually agree to the following:

1. Clause 55(b) shall be deleted in its entirety and replaced with the following pricing information:

<u><b>YEAR</b></u>	<u><b>PRICE PER REVENUE SERVICE TRIP</b></u>	
	<u>Monday-Friday</u>	<u>Saturday</u>
December 7, 2019-June 2020	\$55.00	\$85.00
July 2020 – June 2021	\$55.00	\$85.00
July 2021 – June 2022	\$60.00	\$90.00
July 1, 2022 – June 2023	\$45.00	\$80.00
July 2023 – June 2024	\$45.00	\$80.00


2. The letter from Anna Perry, Transportation Director, MCHRA, to Russ Brashear, dated March 4, 2022, regarding the price drop effective July 1, 2022, shall be made an Attachment to the Agreement.
3. Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Agreement shall continue in full force and effect.
4. This amendment shall take effect as of July 1, 2022 (the "Effective Date").

**IN WITNESS WHEREOF:**

**CITY OF MURFREESBORO**

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

**MCHRA**

By:  \_\_\_\_\_  
Jane Hamrick, Executive Director

**Approved as to form:**

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

## SHARED-RIDE PARATRANSIT SERVICE AGREEMENT

**WHEREAS,** CITY OF MURFREESBORO hereinafter referred to as "CITY" or "Purchaser", desires to promote and provide Shared-Ride Paratransit Services in the City of Murfreesboro, Tennessee; and

**WHEREAS,** CITY is empowered to provide Shared-Ride Paratransit transportation to the general public; and

**WHEREAS,** CITY desires to provide shared-ride, accessible, affordable transportation to the general public, including, without limitation, persons with disabilities; and

**WHEREAS,** MID-CUMBERLAND HUMAN RESOURCE AGENCY, hereinafter referred to as "Contractor" is a public transportation provider; and

**WHEREAS,** Contractor is prepared to furnish such transportation services in the form of Shared-Ride Paratransit Services open to individuals determined to be eligible for such shared-ride services, all in accordance with applicable legal guidelines and regulations of the Federal Transit Administration and the Tennessee Department of Transportation;

**WHEREAS,** CITY desires to have Contractor provide Shared-Ride Paratransit Services as described in this Agreement; and

**WHEREAS,** Contractor has agreed that it will provide said Shared-Ride Paratransit Services in a reasonable and workmanlike manner.

**NOW THEREFORE,** as of the 3<sup>rd</sup> day of December, 2019, in furtherance of the above desires, it is agreed by and between the parties intending to be legally bound hereby as follows:

### A. GENERAL PROVISIONS

1. **Agreement Term** - This Agreement shall be effective as of December 3, 2019 and shall terminate June 30, 2024, unless terminated prior to the expiration of this Agreement in accordance with the terms and conditions set forth herein. The term of this Agreement may be extended by CITY at its sole discretion for up to two extensions of two years each on the same terms and conditions as set forth herein.
2. **Definitions** – The following terms shall have the indicated meanings when used in this Agreement:
  - a. *Shared Ride Paratransit Service* means accessible, affordable, origination to destination service to persons with disabilities.
  - b. *On-Time* means a pick-up that occurs within 15 minutes before to 15 minutes after the scheduled pick-up time.
  - c. A *drop-off* will be deemed on-time if it occurs 30 minutes before to 5 minutes after the passenger's desired drop-off time.
  - d. *Missed Trip* means a scheduled trip that is not provided by Contractor at all or a scheduled trip for which the Contractor's vehicle arrives 30 minutes or more after the scheduled pick-up time.

- e. *ADA* means the Americans with Disabilities Act and all rules and regulations applicable thereto.
  - f. *FTA* means the Federal Transit Administration.
  - g. *DOT* means the Tennessee Department of Transportation.
3. **Scope of Work** –CITY hereby engages Contractor and Contractor agrees to perform the Shared-Ride Paratransit Services, hereinafter described, subject to the general policies and directions of CITY and to the provisions and requirements of this Agreement. Contractor shall, upon receiving CITY's notice to proceed, do all things necessary to manage, operate, and maintain the services described in this Agreement, including but not limited to:
- a. Employ and supervise all personnel, including managers, supervisors, vehicle operators, mechanics and other maintenance personnel;
  - b. Provide management and supervision with respect to such operations and personnel;
  - c. Administer training, drug and alcohol testing and safety programs;
  - d. Prepare reports and provide information as required by CITY;
  - e. Enforce a Dress-Code Policy agreed to by CITY;
  - f. Provide all equipment, parts and supplies unless specifically provided by CITY in this Agreement.
4. **Compliance with Laws and Regulations** - Contractor agrees to comply with all applicable laws, rules, and regulations; including without limitation those of the United States, the State of Tennessee, and the City of Murfreesboro.
5. **Contractor Responsibility** – The Contractor agrees that:
- a. As of the date of the execution of this contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the United States, State of Tennessee, any governmental entity, instrumentality, or authority;
  - b. As of the date of the execution of this Contract, it has no tax liabilities or other Commonwealth obligations with the United States, the State of Tennessee, or local governmental bodies;
  - c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the CITY if at any time during the term of this Contract, it becomes delinquent in the payment of taxes, or other United States, State of Tennessee or local governmental body obligations, or if it or any of its subcontractors are suspended or debarred by the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment;
  - d. The failure of the Contractor to notify the CITY if it becomes delinquent in the payment of taxes or of its suspension or debarment by the State, or the federal government shall constitute an event of default of the Contract with the CITY; and,
  - e. The Contractor agrees to reimburse the CITY for the reasonable costs of investigation incurred by the CITY, or the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the CITY, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including

overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations, which do not result in the Contractor's suspension or debarment.

6. **Conflicts of Interest** - It is agreed that all conflicts of interest will be prohibited. No CITY Council Member, nor any member of the immediate family of any CITY Council Member, nor any CITY management/supervisory employee, nor any member of the immediate family of any CITY management/supervisory employee shall be in any way interested in this Agreement nor in the business of Contractor as a principal or as an employee, nor shall any Council Member nor member of the immediate family of any Council Member, nor CITY management/supervisory employee, nor member of the immediate family of any CITY management/supervisory employee receive any compensation, salary, commission or other payment from Contractor.
7. **Cooperative Agreements** - Contractor agrees to abide by cooperative agreements between CITY and other counties or transit authorities.
8. **Contract Approval and Funds** - This Agreement may be subject to approval by the United States Department of Transportation and the Tennessee Department of Transportation. CITY will be bound by the terms of this Agreement only to the extent funds are available. This Agreement's funds and Contractor payment rely on Federal, State and Local funding and participation. This Agreement is conditioned upon the approval and release of those funds. By executing this Agreement, Contractor acknowledges that any Agreement or notice(s) communicated from CITY will be considered to be null and void if at any time, for whatever reason, the Federal and State funds are not released in the full purchase amount.
9. **Assignment/Subcontracting** - Contractor certifies that no assignment or subcontracting of Contractor's rights or obligations under this Agreement shall be permitted by Contractor without prior written authorization from CITY, and any attempted assignment or subcontracting without such written authorization shall be void. CITY shall expect all requirements of this Agreement to be fulfilled by Contractor. All applicable requirements of this Agreement shall be required of any assignees/subcontractor(s) that have been approved in writing by CITY. CITY's approval of any assignment, subcontract, award or delegation shall not release Contractor of any obligation under the Agreement. Contractor shall be fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by Contractor. Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing contained in this Agreement shall create any contractual relationship between any assignee/subcontractor and CITY.
10. **Complete Contract** - It is agreed that this document including all Exhibits and Attachments, Contractor's Proposal, the Request for Proposal (all reviewed and executed by CITY), Clauses and Procedures, Federal and State clauses and certifications and all Addendums to the RFP are incorporated herein, constituting the entire Agreement and understanding between parties hereto with respect to the subject matter hereof and that no other agreement, understanding, representation, or warranty expressed or implied, whether oral or written, exists which in any way limits, extends, or alters any provisions hereof. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. CITY's failure to insist in one

or more instances upon the performance of any term or terms of the Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance by Contractor.

11. **Force Majeure** – Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably beyond that party's control and adversely affecting its ability to perform its obligations, including but not limited to:
  - a. Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.
  - b. Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.
  - c. Any order, judgment, action or determination of any federal or state court administrative agency or government body.
12. **Meetings** – Upon request, Contractor shall, at its own expense, attend CITY Council meetings, public meetings and other meetings to provide information concerning the operation of Shared-Ride Paratransit Services under this Agreement. The General Manager or a supervisor designated by the General Manager shall meet with CITY transit staff at least monthly and at times and locations to be determined by CITY.
13. **Confidentiality** – Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by Contractor in connection with the performance of the Agreement shall not be made available to any individual or organization outside Contractor without the prior written approval of CITY, unless such is required by a court process. Contractor shall promptly notify CITY of any request for such information in a court proceeding.

## **B. OPERATIONS**

14. **General Requirements** – Contractor shall provide the necessary management, technical and operating services for the operation of shared-ride paratransit transportation services as specified by CITY. Contractor shall assist and cooperate with CITY in meeting CITY's goals of providing quality Shared-Ride Paratransit Services. Unless specifically identified as being provided by CITY in this Agreement, Contractor shall furnish all facilities, equipment, personnel and services required to manage and operate the Shared- Ride Paratransit Services.
15. **Shared-Ride Services to be Provided**—Contractor shall provide Shared-Ride Paratransit Service as specified by CITY and as follows:
  - a. The geographic areas to be serviced under the contract will be in the City Limits of Murfreesboro with both origination and destination of each trip being within the City Limits.
  - b. Shared-Ride Paratransit service to be operated involves demand-responsive, origination-to-destination service for persons with disabilities, and medical assistance recipients as determined eligible by the City. Contractors should be prepared to provide regular service with a 6:00 AM pick-up until a 6:00 PM drop-off, Monday through Friday, with

travel time before and after these hours. Saturday Service will operate with service hours of 9:00 AM pick-up, until 4:00 PM drop-off. Travel time should be factored in to meet these pick-up and drop-off times. NOTE: Actual commencement of Saturday service will be mutually agreed upon at a currently unknown date after the start of the Contract.

- c. In-Vehicle Time - Passengers shall not spend more than forty (40) minutes in a vehicle. Contractor will endeavor to group passengers onto vehicles to the maximum practical extent, consistent with ride time, on-time performance and trip completion requirements.
- d. Attendants - Contractor does not supply attendants, but must allow a passenger one attendant, if so requested. Attendants are allowed to ride for free as set forth in applicable ADA Regulations. Customer must notify reservations they will have an attendant when booking their trip.
- e. Contractor shall prepare and utilize a complete and comprehensive preventive maintenance program for all vehicles used in CITY service. The program shall meet or exceed manufacturer's guidelines and shall be submitted to CITY representatives upon request.
- f. Contractor shall identify Contractor vehicles providing CITY Shared-Ride Paratransit Service with signage or decals to be agreed upon.
- g. Contractor shall supply sufficient personnel as necessary to provide on-time shared-ride service for all rides scheduled by Contractor. Contractor shall immediately notify CITY if a vehicle is running late by 15 minutes or more. If contractor is unable to provide sufficient runs and personnel to cover the route obligations, contractor staff agrees to notify CITY as soon as possible. CITY may fill the unmet obligation with another contractor of its choice in an effort to provide uninterrupted service to passengers.
- h. Reservations - Passengers are required to make reservations no later than the day before the service is provided. Reservations Personnel must be on duty on Sundays answering calls 0800-1630 and any additional time required to properly schedule trips for Monday. Call hold times shall not exceed 2 minutes 30 seconds.
- i. The Contractor may provide service to other agencies; however, ROVER riders cannot be denied trips in order to accommodate other agencies/services. Contractor shall be responsible for all customer registration, trip reservation and trip scheduling functions. By 7:00 PM the workday before the service is to be provided, Contractor personnel will schedule next day trips for all ADA service requests received by Contractor by 4:30 PM that workday. Contractor personnel will provide to the City a schedule of next day ADA service trips.

No service is provided on the following Holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving Day
- Christmas Eve
- Christmas Day

- j. City will have view access only to the scheduling software portal for purposes of monitoring. Contractor will have electronic tablets for drivers to access electronic manifests which will include passenger information such as name, origin, destination, scheduled time of pickup, scheduled time of arrival at destination, fares to be collected, and other important information relative to the trip and/or passenger. Contractor shall be responsible for supplying the consumable materials required by said equipment.
  - k. Passenger co-pays for shared-ride paratransit service will be charged on a per person, per trip basis as noted on the daily manifest. Fares will be assessed for transportation only. Passengers currently are required to pay \$2.00 cash fare per one-way trip. The City must approve any increases in fare and is regulated to no more than twice the regular fixed route fare. All collected fares are to be returned to the City through credit by means of a deduction from the Contractor invoice. This returned revenue will be a means by which the City tracks the effectiveness of the service provided by the Contractor. Neither the passenger nor the CITY will be charged for nor pay any costs or penalties associated with waiting fees, or any other surcharge, nor will drivers accept tips from passengers. It shall be the Contractor's responsibility to collect these co-pays, and its accounts and records shall adequately document the collection and remittance of co-pays. No Shows may be billed to the City at a rate equal to the passenger Co-pay which is currently \$2.00 per trip.
16. **Emergency Services** - In the event of a declared civil disorder or natural catastrophe, Contractor shall direct the employees to operate as ordered by federal, state, and/or the City, Local or County Civil Authorities.
17. **Communications System** – All vehicles used in Shared-Ride Service are required to be equipped with radio or telephone communication systems.
18. **Supervisor / Dispatcher** - A supervisor or dispatcher is required to be on duty or available at all times when Shared-Ride Paratransit Service vehicles are in service and at least one hour prior to going into service. This person will be required to evaluate employee's readiness and ability to perform scheduled work – ensuring that each employee is not experiencing any impairment that will have any possible outcome on the delivery of services or vehicle maintenance. This person must also monitor and respond to radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues.
19. **Operators** - All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner and operate vehicles safely.
- a. Vehicle operators shall greet passengers in a pleasant manner and be sensitive to all passenger needs. Vehicle operators shall minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall assist disabled, elderly, and other needy passengers board/exit the vehicle as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers. Political, religious and cultural view points and debates shall not be discussed in the workplace or on vehicles, and especially not with customers.

- b. Vehicle operators shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products on vehicles shall be prohibited at all times. Contractor will remove the operator from operating a vehicle and or route if such operator uses tobacco at any time onboard a vehicle.
- c. Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or talking on the phone. Only electronic communication devices authorized for work-related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes.
- d. Vehicle operators, when requested by CITY, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by CITY.
- e. Contractor shall require all vehicle operators to complete daily ridership reports if needed, National Transit Database surveys and collect other data and information as required or requested by CITY, the Tennessee Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements.
- f. All vehicle operators shall be neat in appearance and in conformance with an approved Contractor dress code policy that has been approved by CITY.
- g. Contractor is encouraged to adopt and promote on-the-job use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the City.
- h. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately- owned vehicle when on official business in connection with the work performed under this agreement.

20. **Public Information** - The Contractor agrees to make available on all vehicles, timetables, schedules, fare schedules, and other public relations materials, not only for service being run by the Contractor but also for other transit authorities or organizations that connect with service of the CITY.

21. **Issues/Complaints** – Any complaint, or applicable comments/suggestions received by CITY that concerns the delivery of transportation services under this Agreement or the behavior of Contractor employees shall be forwarded to Contractor for a full investigation, as soon as possible, but no later than the next regular operating day after the complaint, or applicable comment/suggestion is received by Contractor.

- a. Contractor shall provide a written response to complaints received to CITY within two business days of receiving the complaint. Contractor's response shall include action(s) taken, if any, to address any problem or complaint. If any serious matters are reported to CITY, CITY may require that the operator or operators in question be removed by Contractor from operating routes of CITY.

- b. Contractor shall report to CITY immediately by electronic means any problems encountered in the provision of Shared-Ride Paratransit Services, any and all complaints received directly concerning the provision of this service and the steps taken to remedy any such problems.

### **C. MAINTENANCE**

**22. All Vehicles, Equipment, and Other Fixed Assets** –Contractor is responsible for the provision of both physical damage and public liability insurance for these vehicles, and they will be operated, maintained, and housed by the Contractor. Contractor shall be responsible for the vehicles, equipment, and other fixed assets used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment, and other fixed assets.

**23. General Maintenance Requirements** - It is agreed that the Contractor shall:

- a. Properly service, maintain, repair, and perform preventative maintenance on the vehicles and furnish all parts and labor which may be required to keep the vehicles in a safe mechanical condition according to the manufacturer's recommendations and industry norms. All repairs and maintenance shall comply with all applicable federal, state, and local laws and regulations.
- b. Promptly repair or make arrangements for the repair of vehicles damaged due to accidents. The Contractor shall be responsible for the cost of all vehicle repairs due to accidents.
- c. Not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the CITY. Preventative maintenance inspections and running repairs shall receive first priority in the use of the Contractor's maintenance resources. Contractor shall adjust work schedules of its employees as necessary to meet all scheduled services and complete preventative maintenance activities. Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet maintenance requirements;
- d. Use parts, materials, tires, lubricants, fluids, oils that meet or exceed original equipment manufacturer specifications and requirements;
- e. Keep the vehicles properly serviced with all necessary oil, fuel, tires, and other fluids necessary for the safe operation of the vehicles.
- f. Keep the interior and exterior of the vehicles neat and clean and the interior free of debris.
- g. Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect.
- h. Provide liability, fire, theft, comprehensive, and collision insurance as required by this Contract.
- i. Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties.
- j. Maintain records of all maintenance and repairs to Contractor vehicles including a hard copy history folder for each vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle including documentation of preventative

maintenance inspections according to the Contractors Preventative Maintenance standards. Records shall be available for the CITY's inspection at any time. The folder shall also contain the vehicle's make, model, year, and serial number along with any invoice information.

- k. Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form.
  - l. Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction.
  - m. Conform to all State, Federal, and Municipal laws, rules, and regulations with respect to the maintenance and operation of the vehicles.
  - n. Furnish and maintain all necessary support vehicles in order to ensure road call maintenance and vehicle towing throughout the service area at all times when vehicles are operated.
24. **Maintenance Evaluations** – The Contractor shall allow the CITY access to the Contractors vehicles and maintenance records to monitor the Contractor's maintenance performance, as the CITY deems necessary.
25. **Vehicle Registration** - Contractor is responsible for Vehicle Registration.

#### **D. CONTRACTOR PERSONNEL**

26. **Independent Contractor** - It is agreed that Contractor is, and will remain in all respects, an independent contractor and not the agent or servant of CITY and it is further agreed that CITY neither has, nor shall in the future, have the power to hire or fire employees of Contractor nor control the actions of the employees of Contractor. Contractor attests that it is authorized under the laws of the State of Tennessee to carry out activities as an independent contractor. Contractor agrees to hire and pay employees and shall make all necessary payroll deductions and payments to federal, state, and local governments, and shall make provisions for Workmen's Compensation where it is required.
27. **General Qualifications** - For the purposes of this Agreement and interpretation thereof, it is agreed that Shared-Ride Paratransit Service is an unusual and specialized function. It is the essence of this Agreement that the passengers be transported regularly, promptly, safely and without interruption or incident. It shall be a primary obligation of Contractor to operate its affairs so that CITY will be assured of this continuous and reliable service. It is recognized that for the protection of the public, vehicle operators must be of stable personality and of the highest moral character. CITY places upon Contractor and Contractor agrees to accept the full responsibility of assuring such qualities in personnel. Contractor agrees that it will not knowingly allow any person to drive a vehicle whose moral character is not of the highest level, or whose conduct might in any way expose the public to any impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a vehicle who is not physically competent or, at that time, not in a condition of mental and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon Contractor.

**28. Management and Supervision** - The overall management and daily supervision of transportation services provided by Contractor shall be the responsibility of Contractor. Contractor shall meet the following minimum requirements unless an alternative Management and Supervision structure is approved in writing by CITY:

- a. Designate and provide the services of a General Manager who shall provide overall management and supervision of the services to be provided under the terms of this Agreement. The General Manager shall have the appropriate education, five (5) or more years of experience in public transportation operations or equivalent managerial experience deemed acceptable by CITY, and supervisory skills and experience necessary to effectively manage all the transportation services to be provided under this Agreement.
  - i. CITY shall be the sole judge in determining whether the General Manager possesses the necessary education, qualifications and experience. The General Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
  - ii. The office of the General Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.
  - iii. At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone, email or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of Contractor regarding all matters pertaining to the transportation services provided under this Contract.
  - iv. Contractor shall assure that any replacements to the proposed General Manager during the term of this Agreement will possess the appropriate and, at a minimum, the qualifications indicated herein.
- b. Support Staff - Contractor must provide dispatchers and other support staff who have two to three (2-3) years of operating and/or transit experience. All support staff are required to be fully trained and familiar with all contractual and operational requirements relating the provision of services under this Agreement. Contractor must provide support staff responsible for:
  - i. Timely and efficient provision of real-time service, vehicle operator conduct and proper documentation of all service-related activity.
  - ii. Providing special attention to timely departures from base for any run pull-outs.
  - iii. Providing continuous monitoring of communication.
  - iv. Answer and respond to telephone calls.
  - v. Basic troubleshooting.
  - vi. Scheduling and assigning drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day.
  - vii. Responding to customer comments and questions daily.
- c. Maintenance Staff - Contractor must provide mechanics, vehicle cleaners, and other maintenance personnel necessary to maintain vehicles and respond to road calls.
- d. CITY will review the performance of Contractor's managerial staff. If poor performance by any member of the management staff is determined, CITY reserves the right to require

remedial and/or corrective action as well as removal from continuing to provide services under this Agreement for just cause.

- e. CITY reserves the right to request the removal of any member of Contractor's managerial staff for just cause from assignment at its discretion.

**29. Key Personnel** – The Contractor's managerial staff are essential to the work being performed under this Agreement. Contractor is required to provide a replacement for a Key Personnel position(s) within thirty (30) days.

**30. Vehicle Operators** - All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner and operate vehicles safely.

- a. All vehicle operators shall be neat in appearance, wear a uniform approved by the Contractor and a Contractor provided badge indicating the driver's first name at all times while on duty. The Contractor shall be responsible for supplying uniforms.
- b. Vehicle operators shall greet passengers in a pleasant manner and be sensitive to all passenger needs. At all times during performance of their duties, conduct themselves in a professional manner. Vehicle operators shall minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall assist disabled, elderly, and other needy passengers board/exit the vehicle as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers. Political, religious and cultural view points and debates shall not be discussed in the workplace or on vehicles, and especially not with customers.
- c. Vehicle operators shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products on vehicles shall be prohibited at all times.
- d. Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or talking on the phone. Only electronic communication devices authorized for work- related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes.
- e. Vehicle operators, when requested by CITY, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by CITY.
- f. Contractor shall require all vehicle operators to complete daily ridership reports if needed, National Transit Database surveys and collect other data and information as required or requested by CITY, the Tennessee Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements.

**31. Minimum Requirements for Vehicle Operators** –The Contractor agrees that all drivers operating vehicles under this Contract shall:

- a. Possess the proper Drivers License required by the State of Tennessee to operate such vehicle. Drivers shall not be permitted to have licenses in more than one state. All drivers shall notify the Contractor of any suspensions, revocations or cancellations of their license. The Contractor shall not permit a driver to operate a vehicle if the driver has no

license and/or more than one license or their license has been suspended, revoked or canceled;

- b. Have not been convicted of a felony unless approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- c. Have not been convicted of a misdemeanor involving theft or dishonesty in the last ten years unless approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- d. Not be allowed to drive a vehicle and transport passengers under 18 years of age if they have a record showing "indicated" or "founded" for child abuse;
- e. Be suspended from transporting passengers if charged with a felony or a misdemeanor involving theft or dishonesty pending the outcome of the case, unless continued work under this contract is approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- f. Pass a U. S. Department of Transportation physical examination prior to the initiation of this Contract and every two years thereafter;
- g. Not be addicted to the use of alcohol or controlled substances and participate in a substance abuse testing program if required, in accordance with the U.S. Department of Transportation regulations.
- h. Be unacceptable and be permanently eliminated from driving a vehicle under this Contract if one or more of the following exists in the driver's or applicant's personal or professional driving background:
  - i. Two or more chargeable accidents in the last three (3) years.
  - ii. One or more type A violations in the last five (5) years. Type A violations are:
    - 1. Driving while intoxicated;
    - 2. Driving under the influence of drugs;
    - 3. Negligent homicide arising out of the use of a motor vehicle;
    - 4. Operating during a period of suspension or revocation;
    - 5. Using a motor vehicle for the commission of a felony;
    - 6. Aggravated assault with a motor vehicle, and;
    - 7. Operating a motor vehicle without owner's permission (grand theft).
    - 8. Reckless driving;
    - 9. Speed contest; and
  - iii. Hit and run (BI and PD) driving.
  - iv. Any combination of chargeable accidents and type B violations that equal four or more in the last five years (5 years). Type B violations are defined as all moving violations not listed as Type A violations.
- i. Make passenger safety a primary concern and responsibility;
- j. Possess a good working knowledge of the area in which service is being provided;
- k. Be charged with the responsibility for viewing eligibility cards, collecting fares as determined by the CITY, and accurately completing vehicle and passenger logs;

32. **Minimum Training Requirements for Vehicle Operators** - Prior to permitting a driver to operate a vehicle in service on behalf of the CITY, the Contractor shall adequately provide orientation, training, including but not limited to, vehicle orientation, safe vehicle operation, passenger relations, fare collection, identification cards, on-time performance, completion of required reports, use of communications equipment, accident/incident and emergency procedures, Program Regulations inclusive of proper operation of vehicle wheelchair lift/ramps, required

training concerning the use of drugs and alcohol including over-the-counter/Rx medications, and any other training required by the Contractor, the CITY, or governmental agency. The Contractor shall retrain drivers in any of the above areas, as needed, due to unsatisfactory performance. Any costs associated with the orientation and training sessions shall be the responsibility of the Contractor. The Contractor shall provide the CITY documentation that operators have been trained.

**33. Training Requirements for Maintenance Personnel** – The Contractor agrees that only properly trained mechanics will be used by the Contractor to maintain and service the vehicles.

**34. Personnel Reporting Requirements** - The Contractor shall provide the CITY with the following information:

- a. A list of all drivers, including maintenance, dispatching and supervisory personnel, who will operate any vehicle while providing Shared-Ride Paratransit Service on behalf of the CITY. This list is to include the name, address, date of birth, date of hire, social security number and the Tennessee Department of Transportation Bureau of Motor Vehicles Class number and license number. This information shall be submitted no later than 10 working days prior to the effective date of this contract. The Contractor further agrees to provide the CITY with an updated list of Contractor drivers if such personnel change during the term of this Contract.
- b. The Contractor shall request a Criminal Record Check from the State of Tennessee and a Federal Bureau of Investigation Criminal Background Check prior to the employment and annually for any person who drives a vehicle and transports passengers on behalf of the CITY. The Contractor shall provide the CITY with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the CITY and a copy of the Criminal Record Check for each employee on the list. This information shall be submitted no later than 10 working days prior to the effective date of this contract or the effective date of any extension of this contract. If there are any changes to the driver list submitted by the Contractor after the initial contract effective date or the effective date on any extension of this contract, the Contractor shall submit to the CITY an updated list and copies of Criminal Record Checks, if necessary.
- c. The Contractor shall request the Motor Vehicle Record for any person who drives a vehicle and transports passengers on behalf of the CITY prior to the employment and annually. The Contractor shall provide the CITY with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the CITY and a copy of the Motor Vehicle Record for each employee on the driver's list. This information shall be submitted no later than 10 working days prior to the effective date of this contract or the effective date of any extension of this contract. If there are any changes to the driver list submitted by the contractor after the initial contract effective date or the effective date on any extension of this contract, the Contractor shall submit to the CITY an updated list and copies of Motor Vehicle Records(s), if necessary.

**35. Confidentiality** - No information or records on Contractor employees will be released by the CITY without the written approval of the employee or if required by a court order or subpoena.

### **36. Public Transportation Employees Protective Arrangements**

- a. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
    - i. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
    - ii. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
  - b. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
37. **Disciplinary Action Policy** - Contractor is expected to develop a Disciplinary Action Policy, which indicates what steps will be taken in the event of unsatisfactory performance by its employees. The policy must include steps for remediation and retraining.
38. **Removal of Employees** – Promptly upon the written demand of CITY, Contractor shall remove from activities associated with this Agreement any employees whom CITY considers unsuitable for such work.
39. **Labor Disputes** – If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the CITY.
40. **Equal Employment Opportunity** – Contractor shall develop and implement an Equal Employment Opportunity and Affirmative Action Programs as required by federal, state and local law.
41. **Hours of Service** – Contractor must maintain records of hours worked by all public transit bus drivers, including the name of the driver, shift start and end times and dates, as well as drive start and end times and dates.

### **E. SAFETY**

42. **Safety Program** – Contractor shall assume full responsibility for assuring the safety of passengers, personnel, and members of the public, and for assuring that vehicles and equipment are properly maintained throughout the term of this Agreement. In this regard, Contractor shall

develop and implement an ongoing comprehensive safety program. The safety program shall, at a minimum, meet all applicable federal, state, and local regulations. Contractor shall require all vehicle operators, supervisors, dispatchers, mechanics, and managers to participate in the safety program. CITY reserves the right to participate in the Safety Program, including but not limited to attending meetings, content development, accident investigation and follow up.

- a. ADA Requirements – Contractor's safety program shall include provisions for meeting the Americans with Disabilities Act (ADA) public transit requirements, including policies, regulations and training of all vehicle operators in the safe use of all ADA vehicle equipment. Requirements shall include the operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, boarding and securing of mobility devices, service animal regulations, and disability awareness training.
- b. Drug and Alcohol Testing Program – Contractor agrees to establish and implement a Drug and Alcohol Testing Program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or CITY, to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Part 655 and to review the testing process under 49 CFR Part 40. Contractor shall have a written Drug and Alcohol Testing Policy along with detailed procedures for implementing this policy including the identification of any third-party administrator, scope of work that the administrator will perform on behalf of Contractor, and employee training certifications, for review and approval of CITY prior to beginning service under this Agreement and shall provide any updates thereto during the term of this Agreement. Contractor agrees further to certify annually its compliance with Parts 655 and to submit an original signed copy of the annual Federal Transit Administration (FTA) Management Information System (MIS) Drug and Alcohol reports no later than February 15 of every year to CITY.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless the CITY and the City Council from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by the CITY to the extent arising from Contractor's violation or non-compliance with any certifications covered by this paragraph.

#### **F. AGENCIES' DUTIES AND RESPONSIBILITIES**

43. **Advertising, Media Inquiries and Promotion** - CITY shall be the official source for the issuing of all press releases and marketing activities related to this Contract. Contractor shall notify City of all media inquiries and collaborate with CITY on such media inquiries.
44. **Communication with Vehicle Operators/Other Contracted Employees** - CITY shall have the right through its authorized representatives to communicate directly with Contractor's vehicle operators or other employees during hours of service operation to obtain general information.

## **G. CONTRACTOR PERFORMANCE**

**45. Performance Standards** – Contractor will perform all Shared-Ride Paratransit Services required by the Agreement according to the performance standards as outlined throughout the agreement and below. Failure by the Contractor to meet these standards may result in the CITY assessing an appropriate liquidated damage amount for each incident of non-compliance as set forth in the Request for Proposal.

### **46. Operating Standards for Shared-Ride Paratransit Service**

- a. The Contractor shall make every reasonable effort to limit rider time on board a vehicle to a reasonable limit. In most cases, this should be no more than 40 minutes.
- b. The service will be provided, and CITY shall be billed only for those customers specifically eligible as determined by the City. The CITY will provide an updated Eligibility List at least monthly or as often as necessary. Contractor will ensure the Eligibility Status is included in the passenger profile of Contractors scheduling software. Transport of unauthorized passengers will be at the expense of the Contractor.
- c. The Contractor shall inform CITY of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason. In consultation the CITY and Contractor shall determine the course of action.
- d. The Contractor must consult with CITY prior to any refusal of service except in emergency situations where safety dictates immediate action. The Contractor may refuse to transport any person or persons who are a threat to the health, safety or welfare of the Contractor's employees or other passengers. Additionally, the Contractor will be responsible for making accommodations to return a customer so as not to leave the customer stranded. In no event will the Contractor leave a disabled customer unattended at his/her destination (referred to as the Do Not Leave Unattended Policy.) The Contractor shall notify CITY within twenty-four (24) hours of action taken in emergency situations when CITY offices are closed.
- e. Passengers shall be allowed a maximum of five (5) minutes to report to the vehicle, measured from the time the vehicle arrives at the pick-up address and the driver notifies passenger of the vehicle's arrival. If rider fails to acknowledge the vehicle's presence and report to the vehicle within five (5) minutes, driver shall report the trip as a no-show. In the event that the driver arrives at the address more than 15 minutes before the scheduled pick-up time, and the customer has not been contacted to confirm an earlier pick-up time, customer shall have five minutes into the fifteen- minute window to report to the vehicle.
- f. CITY and the Contractor shall undertake reasonable efforts to minimize no- shows and late passengers.
- g. For will calls, Contractor will be allowed a maximum of 60 minutes to pick-up the rider from time call is received from rider. If the Contractor determines that this objective cannot be met, it shall notify CITY and request instructions.
- h. Shared-Ride Paratransit Service shall be in all cases door-to-door. This means that all drivers will give passengers whatever reasonable assistance they want and need between the door of the passenger's pick-up or destination point and the door of the vehicle. It does NOT include lifting a passenger, going into a residence, or taking a wheelchair up or down steps.

- i. In all cases where pick-ups will be more than 15 minutes after the scheduled pick-up time, the Contractor's dispatcher will attempt to call passengers and so advise them.
- j. On-time performance of 87% or above is required. A pick-up will be deemed on-time if it occurs within 15 minutes before to 15 minutes after the scheduled pick-up time. A drop-off will be deemed on-time if it occurs 30 minutes before to 5 minutes after the passenger's desired drop-off time.
- k. Contractor is responsible for maintaining procedures for the prevention, detection and reporting of suspected fraud and abuse, and must report any instances of customer or driver fraud to CITY immediately.

47. **Vehicle Maintenance Standards** - The CITY's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the vehicle and all equipment on board the vehicle is in fact operable and reliable when in-service.

## H. RECORD KEEPING AND REPORTING

48. **General Requirements** - Contractor shall keep all records and data pertinent to the provision of services described in this Agreement, separate and apart from all other services provided by Contractor.

49. **Audit and Inspection by Governmental Agencies** - Contractor understands that the business conducted under the terms of this Agreement is subject to audit by the State of Tennessee and the United States Department of Transportation and their designated representatives at any time during the term of this Agreement or at a later date established by the State and/or the United States Department of Transportation. Both parties shall agree to abide by any audit findings in terms of refunds or payments due. Any payments or refunds due by or to Contractor shall be paid in full within sixty (60) days of the audit findings. If Contractor is not in agreement with the results of an audit performed by CITY or any funding agency of CITY, Contractor may appeal to CITY following the Protest Procedures contained in Part I, Section I of the RFP.

50. **Records Retention** - All records pertaining to the operation and maintenance as well as ridership, transfers, fares, expenses and the like shall be retained by Contractor for three (3) years after the termination of this Contract and shall be accessible to CITY and duly authorized representatives of CITY, the Tennessee Department of Transportation, and the Federal Transit Administration. Said records shall be kept separate and apart from all other services provided by Contractor.

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which

case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

51. **Open Records** – In compliance with Tennessee Public Records Act, all information within Contractor's proposal and contained within this contract document or attached, including financial information of a Contractor may be provided as a public record as required by law.

## **I. PAYMENT**

52. **Costs Included in the Price per Trip** - The Contractor shall be required to supply and pay for all administrative, operating and maintenance costs not specifically identified as being the responsibility of the CITY in this agreement.

53. **Prompt Payment of Subcontractors, Vendors, and Suppliers** - The Contractor agrees to pay each subcontractor, vendor, supplier under this Contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontractors.

If the Contractor has not made payments to subcontractors in compliance with the above paragraph, the CITY shall consider the Contractor in Breach of Contract and may elect to make payments directly to the subcontractors(s) on the Contractor's behalf and deduct any such payments from the amount due to the Contractor.

54. **Taxes** – Proposer will be responsible for the payment of any applicable tax on the services it will provide.

55. **Payment to Contractor** - Payment to Contractor shall be made as follows:

- a. Properly completed and reconciled data from the Contractor scheduling system must be completed by the contractor. Late and/or incomplete Invoices may delay payment.

- b. The CITY shall reimburse the Contractor for each actual revenue service Trip, EXCLUDING PASSENGER CO-PAY, provided according to the following rate schedule:

<u>YEAR</u>	<u>PRICE PER REVENUE SERVICE TRIP</u>	
	<u>Monday-Friday</u>	<u>Saturday</u>
<b>December 7, 2019 - June 2020</b>	\$55.00	\$85.00
<b>July 2020 – June 2021</b>	\$55.00	\$85.00
<b>July 2021 – June 2022</b>	\$60.00	\$90.00
<b>July 2022 – June 2023</b>	\$60.00	\$90.00
<b>July 2023 – June 2024</b>	\$65.00	\$95.00

- c. Contractor shall not be reimbursed for fares it was required to collect but failed to collect.  
d. The CITY may withhold payment or portions of the payment if CITY determines that the CITY has incurred partial liquidated damages.  
e. Payments will be made to Contractor by the end of 30 days following receipt of invoice on or after the 10th of the month following the month of service invoiced.

## **J. INDEMNIFICATION AND INSURANCE**

56. **Indemnification.** Contractor is a Local Governmental Entity as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such, has its liability limits defined by law. As a Local Governmental Entity, Grantee carries no insurance; however, it is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out in the statute. This self-insurance is for the benefit of the Local Governmental only and provides no indemnification for any other entity whatsoever. The Local Governmental Entity does not have the authority under current law to indemnify other parties..
57. **Insurance** - The Contractor shall maintain such insurance as will protect the Contractor from claims under Workmen's Compensation laws, disability benefit laws or other employee benefit laws; from claims for damages because of injury, sickness, disease, or death of any person(s) other than his employees; and from claims for damages to property, any or all of which may arise out of or result from the Carrier's operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor for whose acts any of them may be legally liable. It is acknowledged and understood that the Contractor is a Local Governmental Entity as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such, has its liability limits defined by law. As a Local Governmental Entity, Contractor carries no insurance, however, it is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out in the statute. The parties hereto acknowledge and agree that Grantee's status as a Local Governmental Entity satisfies all insurance requirements.

## K. CANCELLATION AND AMENDMENT

58. **Termination for Convenience** – See Attachment 9 (Required Clauses & Certifications). CITY may terminate this agreement, in whole or in part, for convenience and without cause when it is in the City's best interest upon 30 days written notice to the Contractor. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and CITY shall have no further obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
59. **Termination for Default** – Either party may terminate this Agreement for default, in accordance with this paragraph, if the other party fails to perform a material requirement of this Agreement in a timely manner and in accordance with the other provisions of this Agreement. Prior to termination for default, the non-defaulting party shall give the defaulting party a Notice of Default setting forth the circumstances of the default. The defaulting party shall have thirty (30) days to cure such default (measured from the defaulting party's receipt of the Notice of Default). If the defaulting party fails to cure the default before the expiration of the thirty (30) day cure period, the Agreement shall be terminated upon the expiration of the cure period and the non-defaulting party shall be entitled to exercise all remedies under the law or in equity. Neither party shall not be found in default for events arising due to Force Majeure.
60. **Contract Amendment** - This Agreement may be amended upon mutual consent by both parties, Contractor and the Agencies, and must be confirmed in writing.
61. **Breach or Non-Compliance with Contract** - CITY shall have the right to inspect vehicles and other assets supplied by them and/or investigate operations at any time to determine compliance with the Agreement standards and if CITY should find any breach of Contract or noncompliance with the Agreement or with any rules or regulations pertaining to the same, CITY shall notify Contractor within five (5) days thereafter and if action to correct such noncompliance is not undertaken within three (3) days thereafter and completed within ten (10) days thereafter, this Agreement may, at the option of CITY, be canceled.
62. **Notice Requirement** - In all matters pertaining to this Agreement or to any dispute arising hereunder, both parties hereby appoint the following to represent them in all negotiations, discussions, and other matters related to this Contract and all notices and correspondences to CITY shall be addressed as follows:

CITY OF MURFREESBORO

ATTN: Russ Brashear, Assistant Transportation Director

111 West Vine Street

Murfreesboro, TN 37130

[rbrashear@murfreesborotn.gov](mailto:rbrashear@murfreesborotn.gov)

All notices and correspondences to Contractor shall be addressed as follows:

Mid-Cumberland Human Resources Agency  
ATTN: Jane Hamrick, Executive Director  
1101 Kermit Drive, Suite 300  
Nashville, TN 37217

63. **Dispute Resolution** - Any and all disputes or disagreements arising between the parties concerning this Agreement, or the interpretation of this Agreement, shall be referred by the parties to non-binding mediation.

64. **Article General Provisions**

- a. Contractor shall pay CITY for all costs and expenses, including attorney's fees, incurred by CITY in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- b. No right or remedy herein conferred on or reserved to the Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.
- c. No covenant or condition of this Agreement may be waived except by the written consent of CITY. Forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor to which the same may apply, and, until complete performance by Contractor of any covenant or condition, CITY shall be entitled to invoke any remedy available to CITY under this Agreement or by law or in equity despite said forbearance of indulgence.
- d. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinabove set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
- e. This Agreement shall be constructed under and in accordance with the laws of the State of Tennessee, and all obligations of the parties created hereunder are performable in Murfreesboro, Tennessee.
- f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.
- g. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- h. **FEDERAL PROVISIONS** - The federally required contract clauses and provisions set forth in to this Agreement are part of this Agreement. The federally required clauses and

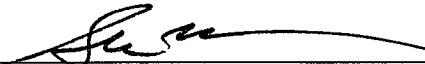
provisions supersede and take precedence over any other conflicting clause or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the conditions of this Agreement and hereto, have set their hands and seal the date first written above.

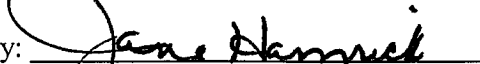
*[signatures appear on the following page]*

IN WITNESS WHEREOF, the parties enter into this agreement as of Dec 3, 2019 (the "Effective Date").

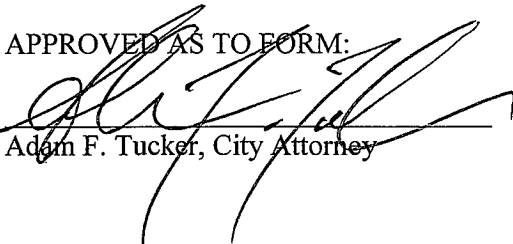
**CITY OF MURFREESBORO, TENNESSEE**

By:   
Shane McFarland, Mayor

**MID-CUMBERLAND HUMAN RESOURCES  
AGENCY**

By:   
Jane Hamrick, Executive Director

APPROVED AS TO FORM:

  
Adam F. Tucker, City Attorney



**MIDCUMBERLAND**  
Human Resource Agency

March 4, 2022

Russ Brashear  
City of Murfreesboro  
Public Transportation  
4765 Florence Road  
Murfreesboro, TN 37129

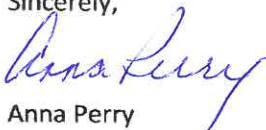
Dear Russ Brashear,

Thank you for being a valued purchaser of Shared Ride Paratransit services with Mid-Cumberland Human Resource Agency. This includes periodically reviewing our expenses and price lists. I am pleased to share that we have decided to reduce our price for transportation services. As of July 1st 2022 the price will drop from:

Monday-Friday \$60.00 per trip leg to \$45.00 per trip leg  
Saturday \$90.00 per trip leg to \$80.00 per trip leg

Should you have any questions or concerns regarding this matter, please feel free to contact me. In the meantime, I thank you again for allowing us to provide transportation services for you.

Sincerely,



Anna Perry

Transportation Director  
Mid-Cumberland Human Resource Agency  
615-517-8940  
Anna.perry@mchra.com

# COUNCIL COMMUNICATION

Meeting Date: 04/21/2022

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**Item Title:** Cable Television Commission

**Department:** Administration

**Presented by:** Mayor McFarland

**Requested Council Action:**

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

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**Summary**

Reappointment to the Cable Television Commission.

**Background Information**

The purpose of the Cable Television Commission is to oversee the cable television franchise for the City and other cable television functions as designated by ordinance.

As established by M.C.C. § 2-166—168, there are seven members appointed for 3-year terms.

**Council Priorities Served**

*Engaging Our Community*

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

**Attachments:**

1. Memo from Mayor McFarland
2. Memo from Alan Bozeman, Director



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

April 21, 2022

Members of City Council

**RE: Recommended Reappointment – Cable Television Commission**

As an item for the Council Agenda, I am recommending the following reappointments for the Cable Television Commission.

**Reappointments**

Roger Heinrich (term expires April 30, 2025)

Douglas Cook (term expires April 30, 2025)

Sincerely,

Shane McFarland  
Mayor



# MEMO

**To:** Mayor Shane McFarland  
**From:** Alan Bozeman, Communications Director *AB*  
**Date:** March 18, 2022  
**Re:** Cable Television Commission Re-appointments

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Roger Heinrich and Douglas Cook terms on the Murfreesboro Cable TV Commission expire on April 30, 2022.

Please submit to City Council for approval the re-appointment of Roger Heinrich (MTSU representative) and Douglas Cook to the Cable Television Commission for an additional 3-year term.

Both contribute greatly to the Commission, have good attendance and agreed to be re-appointed.

Your consideration in this matter is appreciated.

**Communications Department**

111 West Vine Street \* Murfreesboro, Tennessee 37130 \* Phone 615-848-3245 \* Fax 615-849-2665  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

**Meeting Date: 04/21/2022**

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**Item Title:** Golf Commission

**Department:** Administration

**Presented by:** Mayor

**Requested Council Action:**

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

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**Summary**

Reappointments to the Golf Commission.

**Background Information**

The Golf Commission supervises the operation of the Old Fort Golf Course and any other golfing facility operated by the City. It consists of 7 members, one of whom is a Council Member, who are appointed for 3-year terms.

**Council Priorities Served**

*Establish strong City brand*

Residents volunteer for service on the City's several boards and commissions and are instrumental in the promotion of the City and its departments.

**Attachments**

Memo from Mayor McFarland.



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

April 21, 2022

Members of City Council

**RE: Recommended Reappointment – Murfreesboro Golf Commission**

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**Reappointment**

As an item for the City Council agenda, I am recommending the following reappointments for the Murfreesboro Golf Commission.

**Reappointments**

Robert Sain (term expires January 31, 2025)

Whit Turnbow (term expires January 31, 2025)

Larry Wilkerson (term expires January 31, 2025)

Sincerely,

Shane McFarland  
Mayor