

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

PRAYER

Vice Mayor Madelyn Scales Harris

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEM

STAR Award: Engine 9 Crew: Tim Lampitt, Marcus Cartwright, Tyson Donaldson, Richard Goodyear

Consent Agenda

1. Housing Rehabilitation – 306 First Avenue (Community Development)
2. Vehicle Purchase of 2022 Ford F-150 4x4 (Engineering)
3. Acquisition of ROW and Easements for River Rock/Beasie Connector (Engineering)
4. Retail Liquor Certificate of Compliance – Murfreesboro Wine & Spirits – Ownership Change (Finance)
5. City Manager Approved Budget Amendments for FY22 (Finance)
6. Public Records Request Annual Report (Finance)
7. St. Clair Senior Center Grant with Greater Nashville Regional Council (Parks)
8. Mandatory Referral for Abandonment of Raw Water Line Easement along Dejarnette Lane (Planning)
9. Mandatory Referral for Dedication of Electric Easements along Joe B Jackson Parkway (Planning)
10. Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program and MOU with Rutherford County Sheriff's Office for 2022 (Police)
11. Contract with On Duty Depot, Inc. for Police Vehicle Equipment (Police)
12. Asphalt Purchases Report (Water Resources)
13. Commercial Painting Inc. Contract Change Order No. 4 (Water Resources)
14. WRRF Sodium Hypochlorite Contract Amendment (Water Resources)

Minutes

15. Minutes of City Council Meetings June 23, through June 30, 2022 (Finance)

Old Business

16. Ordinance 22-0Z-17 Rezoning property along Medical Center Parkway (2nd and final reading) (Planning)

New Business

Ordinance

17. Pension Plan Amendments (Administration)
 - a. First Reading: Ordinance 22-O-19

Land Use Matters

18. Amending the Zoning Ordinance (Planning)
 - a. Public Hearing: Amend Zoning Ordinance
 - b. First Reading: Ordinance 22-OZ-20
19. Outside the City Sewer Request – 3905 Ashley Drive (Planning)
20. Sewer Allocation Variance- Beasie Road – ML Rose (Planning)
21. Rescheduling Public Hearings (Planning)
22. Planning Commission Recommendations for Public Hearings (Planning)

On Motion

23. Community Investment Program Funds Transfer (Administration)
24. Development Agreement with Notes Live, Inc. (Administration)
25. HOME Affordable Housing Program Funding Participation Threshold (Community Development)
26. Medical Center Parkway and Gateway Blvd Projects (Engineering)
27. Purchase of Three Automated Garbage Trucks (Solid Waste)
28. CCTV Equipment Purchase (Water Resources)

Licensing

Board & Commission Appointments

29. Board of Electrical Examiners (Administration)
30. Parks and Recreation Commission (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Housing Rehabilitation – 306 First Avenue

Department: Community Development

Presented by: Sam A. Huddleston, Acting 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

Complete housing rehabilitation through the Community Development Housing Rehabilitation program.

Staff Recommendation

Award contract to Rice Construction and approve the expenditure of \$16,500 for the rehabilitation activity.

Background Information

Community Development staff received a qualifying application for the above address and after evaluation and review, identified work items in the home that could be rehabilitated under the guidelines of the program. A scope of work was developed and an invitation to bid was posted for contractors on May 24. Rice Construction was selected as the lowest responsible bidder.

Council Priorities Served

Responsible budgeting

The use of CDBG funds for rehabilitation of substandard structures responsibly leverages federal funds to improve the community.

Fiscal Impact

The contract value of \$16,500 will be from Community Development Block Grant funds.

Attachments:

Construction Contract

MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT

CONTRACT FOR REHABILITATION

CDBG

GRANTEE: City of Murfreesboro, Tennessee, acting through its Community Development Department, hereinafter referred to as "CITY."

THIS CONTRACT FOR REHABILITATION, hereinafter referred to as "CONTRACT," made this day of by and between ELODIE BATTS, hereinafter referred to as "OWNER," whether one or more, and RICE CONSTRUCTION LLC, hereinafter referred to as "CONTRACTOR."

The OWNER hereby employs the CONTRACTOR to do all the work and provide all materials, tools and machinery, supervision, etc., necessary for the rehabilitation of the property known as, 306 First Avenue, Murfreesboro, TN, for the total sum of --- SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS ----- (\$16,500.00) all in accordance with this CONTRACT.

This CONTRACT consists of all terms, provisions and conditions stated herein, all terms, provisions and conditions contained in the listed Exhibits, together with all terms, provisions and conditions contained in those documents which are specifically incorporated herein by reference.

<u>Exhibit</u>	<u>Title</u>
A	EEO Standards
B	Change Orders
C	Warranty and Warranty Procedure
D	Grievance Procedure
E	CITY's ITB-60-2022 and CONTRACTOR'S Bid

SECTION I General Conditions

1. After execution by the OWNER and CONTRACTOR, this CONTRACT will become effective only after approval by CITY as indicated by the signature of its authorized representative below.
2. The OWNER shall issue a written Proceed Order within ten **(10 days)** from the date of approval of this CONTRACT by CITY.
3. The CONTRACTOR must commence work within fifteen **(15)** days after issuance of the Proceed Order. At the option of the OWNER, this contract may be canceled by failure of the CONTRACTOR to begin work on the date specified.
4. The CONTRACTOR must complete the work within sixty **(60)** days after issuance of the Proceed Order in accordance with this CONTRACT, and in good and workmanlike manner. Failure to so complete the work may result in liquidated damages being assessed by the CITY at a rate of **one per cent (1%) per day** for each day over the time provided for such completion of the work. The assessed damages will be calculated and deducted from the final payment made to the CONTRACTOR and will be credited to the loan balance of the OWNER.

5. In the event the CONTRACTOR fails to properly construct the improvements required by the plan incorporated herein and approved by the CITY, CONTRACTOR shall continue to be responsible to properly construct those improvements, notwithstanding the CITY and / or OWNER over-looked such failures or defects prior to acceptance of the work.

SECTION II General Requirements

1. The work to be performed under this CONTRACT is on a project assisted under the Community Development Block Grant program, which provides Federal financial assistance from the Department of Housing and Urban Development and subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this CONTRACT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this CONTRACT. The parties to this CONTRACT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONTRACTOR will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contact or understanding, if any, a notice advising said labor organization or workers' representative of CONTRACTOR'S commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The CONTRACTOR will not let any subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of this CONTRACT, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.
6. The CONTRACTOR shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C.A. § 874, 40 U.S.C.A. § 3145), which prohibits the taking of kickbacks from employees on public works,

and the Anti-Kickback Act of 1986 (41 U.S.C.A. §§ 8701 to 8707), which prohibits subcontractor kickbacks, and any amendments or modifications of these Acts, shall cause appropriate provisions to be inserted in subcontracts to insure compliance with these acts by all subcontractors subject to the Acts, and shall be responsible for the submission of statements required by subcontractors under the Acts, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements of the Acts.

7. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin or disability. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

SECTION III General Statement of Work

A. In addition to all requirements contained in CONTRACTOR'S Bid, in performing work pursuant to this CONTRACT, the CONTRACTOR shall:

1. Be responsible for adjacent property which is or may be affected or endangered by any work done under this contract, taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.
2. Not assign or sublet this contract without the written consent of the OWNER. Any request for consent to an assignment shall be addressed to the OWNER, c/o the CITY.
3. Indemnify and hold harmless and defend the OWNER, the CITY, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this CONTRACT or the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.
4. Not commence work under this CONTRACT until all insurance required under this program has been secured and such insurance has been approved by the CITY.
5. All materials and equipment that have been removed and replaced as part of the work hereunder shall belong and be removed by CONTRACTOR.
6. Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the CONTRACT and such other records as may be deemed necessary by the CITY to assure proper accounting for all funds. These records will be available for audit purposes to the CITY or the State of Tennessee or any authorized representative, and will be retained for three years after CONTRACT completion unless permission to destroy them is granted by the CITY. The CITY, State of Tennessee, and any authorized representative

shall have access to any other books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions.

B. During the course of performance of work pursuant to this CONTRACT, the OWNER shall:

1. Not permit any changes or additions to the CONTRACT, work write-up, or plans without approval of the CITY. If any changes or additions are approved, a Change Order must be signed by the OWNER and the CONTRACTOR and approved by the CITY as provided in **Exhibit B**, and no work on such changes or additions shall be initiated until such Change Order is signed.
2. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture as necessary.
3. Allow inspection by the CITY (and/or HUD) of the property whenever the CITY and/or HUD determines that such inspection is necessary.
4. Permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
5. Have the option, in the event of any breach of this CONTRACT and with the CITY approval, to engage the services of another contractor to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.
6. Allow payment in full to the CONTRACTOR, from the Community Development Department funds, subject to the CITY'S acceptance of the work as satisfactorily completed in accordance with this CONTRACT.
7. During the course of performance of work pursuant to the CONTRACT and for the duration of OWNER'S compliance period, maintain homeowner's insurance in an amount equal to the value of the residence following completion of the rehabilitation work pursuant to this CONTRACT. Such insurance shall name the CITY as an additional insured. Proof of such insurance shall be provided to the CITY by a certificate of insurance or endorsement as necessary. OWNER must notify CITY if the insurance policy is renewed, canceled or altered in any manner and provide written documentation of such alteration.

SECTION IV Warranty and Warranty Procedure

CONTRACTOR warrants all work performed pursuant to this CONTRACT for a period of one year from the date the homeowner signs the *Certificate of Completion and Final Inspection*. Warranty work shall be requested and performed in accord with the Warranty Procedure contained in **Exhibit C** hereto.

SECTION V Grievance Procedure

Any dispute between or among the CONTRACTOR, OWNER and / or CITY shall be resolved in accord with the Grievance Procedure contained in **Exhibit D** hereto.

SECTION VI Payment

Progress Payment - No more than one progress payment will be made on a rehabilitation project, and that only after at least 60 percent of the project is deemed complete. The payment will be no more than 50 percent of the CONTRACT amount, as modified by Change Orders, if any. Progress payment will be made only after the City's representative has completed an inspection and all work performed to date has been accepted by the OWNER.

Final Payment -

- A. FINAL INSPECTION - Upon completion of the rehabilitation work, a final inspection is held by the CITY. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the CONTRACTOR in writing. When these items are completed to the satisfaction of the OWNER and the CITY'S inspector, the contract is complete.
- B. CERTIFICATION - After the CITY determines that the rehabilitation work has been fully and satisfactorily completed, it will prepare a *Certificate of Completion and Final Inspection*.
- B. OWNER STATEMENT OF ACCEPTANCE - The OWNER'S signature of the *Certificate of Completion and Final Inspection* indicates acceptance the rehabilitation work as meeting the terms and conditions of the contract. If the OWNER refuses to sign the final acceptance, the CITY may authorize full payment for those items which are undisputed and acceptable to all parties.

SECTION VII Conflict of Interest, Kickback

No elected or appointed Federal, State and local official, member of the Murfreesboro City Council, nor any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of Murfreesboro Housing Rehabilitation Program shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program.

No member of the Murfreesboro City Council or any City of Murfreesboro employee shall receive kickbacks or discounts from either CONTRACTORS or OWNERS in return for special favors in regard to housing rehabilitation.

SECTION VIII Entire Agreement; Change Orders

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically, no "side" or "additional" contracts are to exist between the OWNER and CONTRACTOR until this contract is completed unless it is a written Change Order, signed by both parties and approved by the Grantee, in accord with **Exhibit B**.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

Date

Tim Rice
TIM RICE, RICE CONSTRUCTION LLC
CONTRACTOR

7-11-2022
Elodie Batts
ELODIE BATTS,
OWNER

Date: 7-5-2022

Witnessed by: Robt M. Jk

APPROVED BY CITY:

Name: Shane McFarland
Title: Mayor

Date

APPROVED AS TO FORM:

Adam Tucker
Name: Adam Tucker
Title: City Attorney

7/12/2022
Date

EXHIBIT A

EEO STANDARDS

1. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" includes the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing contract in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed.

Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each Construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR'S efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under (7b) above.
- f. Disseminate the CONTRACTOR'S EEO policy notice of the policy to unions and training programs and request their cooperation in assisting the CONTRACTOR in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year: and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications or apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of CONTRACTOR'S work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to an performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
- (8) CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligation (7)a through p. The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female work force participation, makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR'S non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantial disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.

- (13) The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTOR shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT B

CHANGE ORDERS

Situations which did not show up during the work write-up are not uncommon in the housing rehabilitation process, and they can change the scope of work, especially if the new problem must be resolved to correct the underlying code deficiency. In such a case, a change order may be initiated.

- A. Conditions necessitating a change order must meet the guidelines in Section 3 and Section 6 of the Housing Rehabilitation Program Policies and Procedures, all of which are incorporated herein by reference.
- B. Change orders must be submitted in writing to the Community Development Department. The City inspector assigned to the project, the homeowner, the contractor and the Community Development Director must sign off on the change order.
- C. Because a change order may alter the City's financial commitment to the project, all change orders should be approved by the Murfreesboro Mayor and Council. Change orders shall be submitted to the Mayor and Council for approval in a timely manner. If waiting until the next scheduled meeting of the Council will unreasonably delay the rehabilitation project, the Community Development Director may recommend to the City Manager approval of the change order. If the City Manager approves the change order, which must be less than \$10,000 in amount, it will take effect immediately and will be reported to the Mayor and Council at its next meeting.
- D. A change order that would cause the cost of the project to exceed the \$25,000 cap must be approved by the Mayor and Council before work on the change order may proceed.

EXHIBIT C

WARRANTY WORK

All rehabilitation work done by the Contractor shall be warranted for one year from the date the homeowner signs the *Certificate of Completion and Final Inspection* indicating acceptance of the rehabilitation work as meeting the terms and conditions of the contract.

Should the homeowner notify the Community Development Department of a warranty claim, the department will:

1. Review rehabilitation project documents to determine if the complaint might be related to the work done;
2. Conduct an on-site inspection accompanied by the contractor or a designee to investigate the request for warranty work;
3. If an on-site inspection determines the requested repair is under warranty, the contractor will have 10 working days to resolve the warranty issue. Another inspection by the City will determine if the terms of the warranty have been satisfied.
4. If the complaint is not resolved within 10 days, a second notice will be issued to the contractor giving an additional five working days to resolve the warranty issue. If the complaint remains unaddressed or resolved unsatisfactorily, the contractor may be ruled ineligible for further participation in the Murfreesboro Housing Rehabilitation Program;
5. A contractor ruled ineligible will be notified by certified mail. The contractor may appeal the ruling within 15 working days of receiving notification. The appeal must be in writing, addressed to the Community Development Director, City of Murfreesboro, P.O. Box 1139, Murfreesboro, TN 37133;
6. When an appeal is received, the Community Development Director will investigate and either restore the contractor's eligibility for program participation or sustain the earlier decision. The director reserves the right to report a contractor who fails to honor his contractual obligations to THDA and the U.S. Department of Housing and Urban Development with a recommendation for disbarment;
7. Before the Community Development Department will consider restoring eligibility, a contractor will be required to reimburse the City for any expense incurred to have another contractor satisfy the ineligible contractor's warranty work.

EXHIBIT D

GRIEVANCE PROCEDURE

Disputes between the homeowner, the City of Murfreesboro and contractor may arise from time to time during the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the Grievance Procedure will be followed. The Grievance Procedure will be made a part of the contract between the homeowner and the contractor.

If there is a dispute:

- A. The grievance by the homeowner or contractor is to be filed with the Community Development Director in writing.
- B. The Community Development Director will meet with the homeowner and contractor and attempt to negotiate a solution.

If these steps are unsuccessful, all claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.

If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.

The contract and the rehabilitation specifications, along with the housing code compliance inspection, provide the basic documentation by which the relative merits of any dispute will be judged.

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Vehicle Purchase of 2022 Ford F-150 4x4

Department: Engineering

Presented by: Michele Emerson, City Engineer

Requested Council Action:

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

Summary

Purchase of a vehicle for Engineering Department.

Staff Recommendation

Approve the cooperative purchase of a 2022 Ford F-150 Crew Cab 4x4 truck from Ford of Murfreesboro.

Background Information

The proposed purchase is needed for the Engineering Department's daily inspections. The new vehicle is available for purchase through the Department of General Services Central Procurement Office with Ford of Murfreesboro for \$31,287.

Council Priorities Served

Expand Infrastructure.

Equipment that assists with operational efficiencies and safety, increases the Department's abilities to provide customer service at the highest level.

Fiscal Impact

This expenditure, \$31,287, is funded by the FY22 CIP Budget.

Attachments

1. Contract with Ford of Murfreesboro for vehicle purchase.
2. Contractor's State of TN Contract No. 209/72320.
3. Price Quote Ford of Murfreesboro.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT of F. MURFREESBORO, INC.
FOR PURCHASE OF FORD F150**

This Contract is entered into and effective as of _____ (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT of F. Murfreesboro**, 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., hereinafter referred to as “State Contract”***
- ***Sales Quotation MUR018 dated June 30, 2022, from TT of F. Murfreesboro, Inc. for 2022 Ford F-150 4x4 SuperCab X1E Truck with optional equipment, hereinafter referred to as “Contractor’s Quote”***
- ***Any properly executed amendments to this Agreement.***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, the State Contract***
- ***Finally, the Contractor’s Quote.***

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 Contract and Contractor’s Quote: One (1) 2022 Ford F-150 4x4 SuperCab X1E Truck. Furthermore, the City may utilize this Contract to procure additional vehicles and equipment from Contractor per the State Contract through the term of the Contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from the Effective Date first listed above to the expiration of the State Contract 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 Contract. 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 Contractor's Quote for a 2022 Ford F-150 4x4 SuperCab X1E Truck reflecting a **Total Purchase Price of Thirty-One Thousand, Two Hundred Eighty-Seven Dollars and No Cents (\$31,287.00)** as set forth in the above referenced Contractor's Quote. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.
 - b. Deliveries of all items for the Engineering Department shall be made within 180 days of issuance of Purchase Order to Attn: Joe Ehleben – Engineering Department – 111 West Vine Street, Murfreesboro, TN 37130. Contact Person Joe Ehleben (tel. 615-893-6441; email: jehleben@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. 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.
 - d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.
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 Contract, 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 Contract 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:

TT. of F. Murfreesboro
Attn: Jason McCullough
1550 NW Broad Street
Murfreesboro, TN 37130
jmccullough@fordofmurfreesboro.com

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

post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

[signatures appear on the following page]

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

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

TT of F. Murfreesboro, Inc

DocuSigned by:
By: Jason McCullough
Jason McCullough, Fleet Sales Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SWC QUOTE

SWC 209

TO:

City of Murfreesboro

DATE 6/30/2022

TERMS
DELIVERY TBD
NUMBER MUR018*We are pleased to quote you the following:*

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	X1E	F-150 Super Cab 4x4	\$28,057.00	\$28,057.00
1	OPT	Additional Options & Equipment	\$3,230.00	\$3,230.00
		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	\$31,287.00	\$31,287.00

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

June 30, 2022

DATE



Prepared by: Jason McCullough

06/30/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 255

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X1E	Base Vehicle Price (X1E)	\$39,090.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	N/C
Powertrain		
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	\$2,335.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X27	3.31 Axle Ratio	Included
NONGV2	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

06/30/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 255

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
PAINT	Monotone Paint Application	STD
595	Fog Lamps	Included
Fleet Options		
17C	Chrome Front & Rear Bumpers Requires valid FIN code.	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
86A	XL Chrome Appearance Package (Fleet) <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps	\$895.00
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

06/30/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 255

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$42,635.00
Destination Charge		\$1,795.00
TOTAL		\$44,430.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
06/30/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 255

Major Equipment

(Based on selected options, shown at right)

5.0L V-8 DOHC w/port/direct injection 400hp
10 speed automatic w/OD

Exterior: Oxford White
Interior: Black w/Medium Dark Slate w/Vinyl
40/20/40 Front Seat

- | | |
|--|---|
| * Auto stop-start feature | * Driver selectable mode |
| * 4-wheel ABS | * Brake assistance |
| * Electric parking brake | * Traction control |
| * P 265/70R17 BSW AT S-rated tires | * Battery with run down protection |
| * Advance Trac w/Roll Stability Control | * Air conditioning |
| * Tinted glass | * AM/FM stereo with seek-scan, auxiliary audio input, external memory control |
| * Bluetooth streaming audio | * Daytime running |
| * Dual manual mirrors | * Variable intermittent wipers |
| * 17 x 7.5 aluminum wheels | * Dual front airbags |
| * Driver and front passenger seat mounted side airbags | * Airbag occupancy sensor |
| * SecuriLock immobilizer | * Tachometer |
| * Underseat ducts | * Reclining front split-bench seats |
| * 60-40 folding rear split-bench | * Audio control on steering wheel |
| * Class IV hitch | * Front axle capacity: 4800 lbs. |
| * Rear axle capacity: 4800 lbs. | * Front spring rating: 3600 lbs. |
| * Rear spring rating: 3800 lbs. | * Frame section modulus: 5.1 cu.in. |
| * Frame Yield Strength 49300 psi | |

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$39,090.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 265/70R17 BSW A/T	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
SYNC 4	Included
Engine: 5.0L V8	\$2,335.00
3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Class IV Trailer Hitch Receiver	\$315.00
XL Chrome Appearance Package (Fleet)	\$895.00
Equipment Group 100A Standard	N/C
Wheels: 17" Silver Painted Aluminum	Included
Chrome Front & Rear Bumpers	Included
Fog Lamps	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
06/30/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 255

Major Equipment

City
16 mpg



Hwy
22 mpg

As Configured Vehicle

MSRP

Vinyl 40/20/40 Front Seat N/C

SUBTOTAL \$42,635.00

Destination Charge \$1,795.00

TOTAL \$44,430.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Acquisition of ROW and Easements for River Rock/Beasie Connector

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Acquisition of property for the River Rock/Beasie Connector project.

Staff Recommendation

Approve funding for appraisal services and the acquisition of right of way and easements.

Background Information

A combination of right of way, slope easements, and temporary construction easements are required from seven total parcels for the connection of River Rock Blvd to Beasie Rd. Staff has requested appraisal services for the seven parcels impacted.

The City has been in contact with the property owners concerning the project through a public meeting held on March 1st, 2022. Actual negotiations for the needed right of way and easements are pending. If agreements are not reached, staff recommends proceeding with condemnation after appraising the property and depositing the appraised value in court. The cost of these appraisal services is \$29,500, which is incorporated within the project's budget. An exhibit of the proposed project layout is attached for review.

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the expansion of existing roadways.

Fiscal Impact

This expenditure, estimated to be \$29,500, is budgeted within the FY21 CIP budget for this project.

Attachments

1. Right of Way acquisition contract from Randy Button & Associates.
2. Project Map

RBA

Randy Button & Associates Valuation Services

June 28, 2022

Joe Ehleben, Project Coordinator
City of Murfreesboro
Public Infrastructure Division
111 West Vine Street
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

RE: Appraisal Review Services Proposal –River Rock Boulevard – Beasie Road Connector
Local project administered by the City of Murfreesboro

Dear Joe:

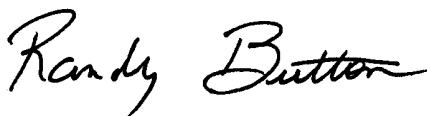
I write to express interest by my firm, in performing appraisal services for the above referenced project. All services would conform to Tennessee Department of Transportation (TDOT) Guidelines for Appraisers, Uniform Act, and Uniform Standards of Professional Appraisal Practice.

This bid represents a per tract fee for the 5 tracts that are impacted and require appraisal reports (Tracts 1, 2, 4, 6, and 11). The bid also includes a contingency for Tracts 15 and 17, if it is determined these tracts need to be formally appraised to meet needs of the city. **The maximum appraisal service bid is \$29,500.**

Any additional cost associated with these tracts would follow the TDOT standards of 50% of a per tract fee for appraisal updates and \$300/hour for expert testimony, not to exceed \$2,400 per day. Any additional cost that may be incurred would follow the best practices established by current TDOT guidelines.

The per tract fee schedule can be found on the following page.

I appreciate the opportunity to bid on this project and look forward to working with you.



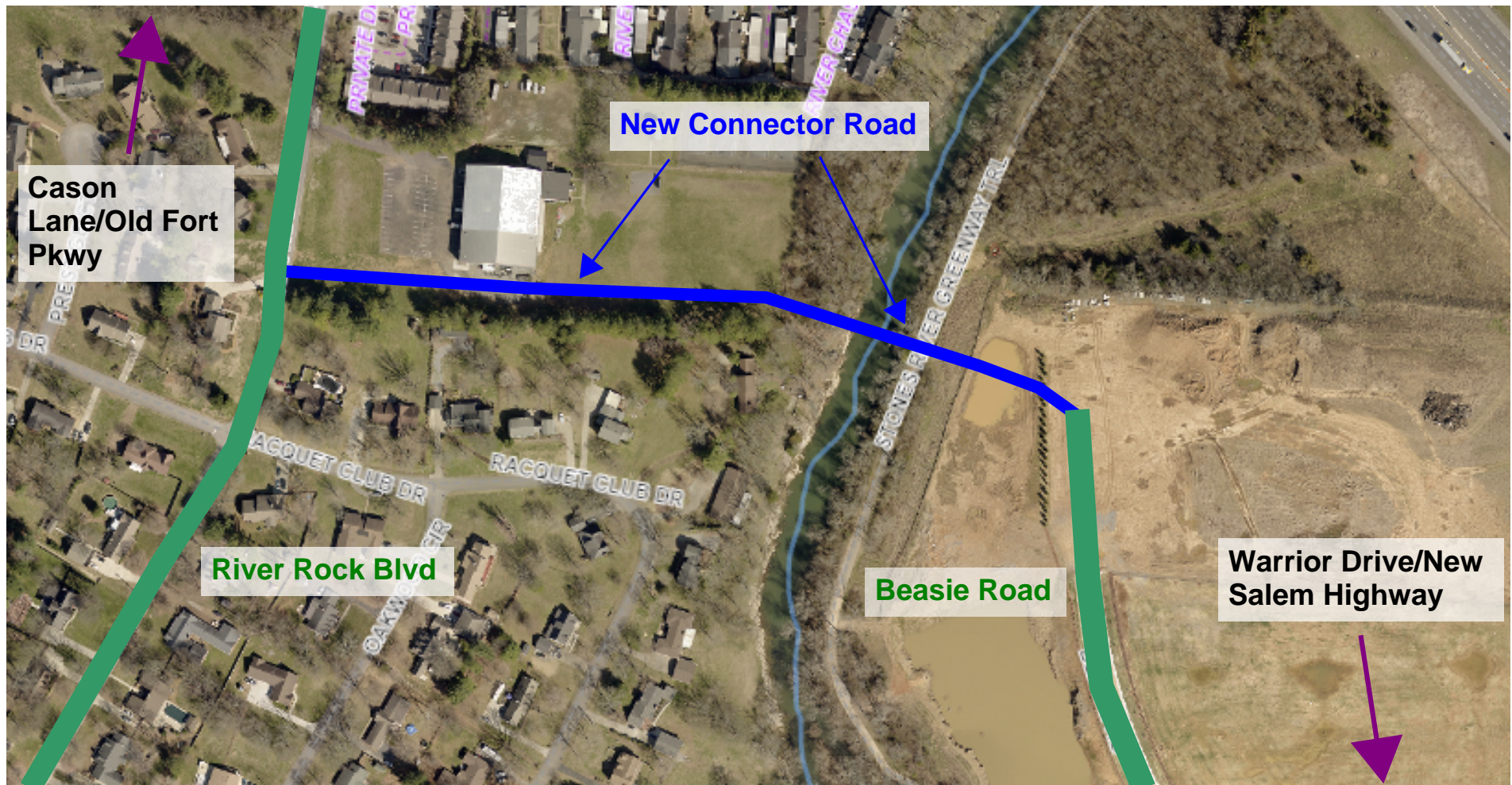
Randy Button, MAI, SRA, AI-GRS
Tennessee Certified General Appraiser

Tract	Zoning	Fee	
1	RS-15	\$	3,500
2	RS-16	\$	3,500
4	RS-17	\$	3,500
6	CH	\$	7,500
11	RS-19	\$	3,500
Total		\$	21,500

Additional Tracts That May Be Required

15	LI	\$	4,000
17	LI	\$	4,000
<i>Maximum Total</i>		\$	<i>29,500</i>

River Rock/Beasie Project Limits



COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Retail Liquor Certificate of Compliance – Murfreesboro 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 Ishwarlal Patel and Manish Patel for the Murfreesboro Wine & Spirits at 3016 S Church St., 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:

Name	Ishwarlal Patel
Age	62
Home Address	1865 Sanctuary Pl.
Residency City/State	Murfreesboro, TN 37128
Race/Sex	Asian/M

Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name	Manish Patel
Age	47
Home Address	2101 Dye Court
Residency City/State	Brentwood, TN 37027
Race/Sex	Asian/M

Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Murfreesboro Wine & Spirits
Business Location	3016 S. Church

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____

Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

Application Completed Properly?	Yes
Application Completion Date:	7/15/2022

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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: FY22 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

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

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

Various departments have gone over budget for personnel expenses due to staffing changes throughout the year, and the unknown variable in the number of retirees running out time.

Golf

Move \$6,000 from VA Salaries – Full-Time - Regular to Old Fort Salaries – Full-Time - Regular. And move \$5,000 from Bloomfield Temp/Seasonal Part-Time Wages to Old Fort Salaries – Full-Time – Regular.

Unforeseen Contingencies

Move \$4,000 from Unforeseen Contingencies to Communications Salaries – Full-Time - Regular.

Move \$6,000 from Unforeseen Contingencies to Employee Services Salaries – Full-Time - Regular.

Move \$57,000 from Unforeseen Contingencies to Other General Government Benefit Payout.

Move \$1,000 from Unforeseen Contingencies to Civic Plaza Salaries – Full-Time - Regular.

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 Various

Object See Attached Schedule

Acct Name

Amount \$ 79,000.00

Move funds to:

Org Various

Object See Attached Schedule

Acct Name

Explanation: Various departments have gone over budget for personnel expenses due to staffing
changes throughout the year, and the unknown variable in the number of retiree's running out time.

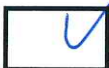
Jennifer Blaw
Department Head Signature

6/30/22
Date

Amanda DeRosia
Reviewed by Finance

06/30/2022
Date

Approved



Declined



[Signature]
City Manager

6-30-22
Date

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

			Amount to Transfer
	From Account:	To Account:	
Communications	10130008-599909	10117007-511100	4,000.00
Employee Services	10130008-599909	10118007-511100	6,000.00
Other General Government	10130008-599909	10130007-513300	57,000.00
Civic Plaza	10130008-599909	10315117-511100	1,000.00
Golf	10414217-512100	10414207-511100	6,000.00
Golf	10414227-512200	10414207-511100	5,000.00
			<hr/>
Total to be transferred			79,000.00
			<hr/> <hr/>

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Public Records Request Annual Report
Department: Finance
Presented by: Jennifer Brown, City Recorder/Finance Director
Requested Council Action:

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

Summary

Report of Public Record Requests for Fiscal Year 2022.

Staff Recommendation

The annual report, pursuant to Resolution 21-R-27, is provided as information only.

Background Information

On June 22, 2017 Council adopted a Public Records Policy for the City in compliance with State law. The process is managed within the City Recorder's office with coordination of all departments of the City and reliance on the Legal Department for guidance as needed. Joshua Miller, as the City Recorder's designee, is currently coordinating the record requests, and provided information of the requests received for the past five fiscal years:

- Fiscal Year 2022: 844
- Fiscal Year 2021: 509
- Fiscal Year 2020: 555
- Fiscal Year 2019: 296
- Fiscal Year 2018: 174

As the number of requests grow it may be necessary to add a software component for tracking.

Attachments

Resolution 21-R-27

RESOLUTION 21-R-27 revising the Public Records Policy for the City of Murfreesboro.

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act ("TPRA") (Tenn. Code Ann. § 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and,

WHEREAS, the City adopted its Public Records Policy through Resolution 17-R-18 on June 22, 2017; and

WHEREAS, Melissa B. Wright will be retiring from the City on July 13, 2021 so a new Public Records Coordinator should be designated, alongside other minor revisions made to the Public Record Policy.

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

SECTION 1. The following City of Murfreesboro Public Records Policy is hereby adopted:

**PUBLIC RECORDS POLICY
FOR THE
CITY OF MURFREESBORO**

Pursuant to Tennessee statute, the following Public Records Policy for the City of Murfreesboro is hereby adopted by the Murfreesboro City Council to provide economical and efficient access to public records as provided under the Tennessee Public Records Act, codified as T.C.A. § 10-7-501, *et seq.* (the "Act").

The Act provides that all state, county and municipal records shall, at all times during business hours be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. Accordingly, the public records of the City are open for inspection unless otherwise provided by law.

Personnel of the City shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to open public records. However, the integrity and organization of public records and the efficient and safe operation of the City shall be protected as provided by current law. Questions about this Policy should be addressed to the Public Records Request Coordinator for the City.

This Policy is posted on the City Website, www.murfreesborotn.gov. This policy will be reviewed annually by the Public Records Request Coordinator and City Legal Department with recommended changes, if any, being submitted to City Council for approval.

This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Murfreesboro except the Murfreesboro City Schools, which has separate public records policies consistent with its legal obligations.

Policy Statement

- 1. Public Records.** For purposes of this Policy, public records are deemed to be

all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

2. Definitions.

- a. "Records Custodian" means the office, official or employee lawfully responsible for the direct custody and care of a public record. The Records Custodian is not necessarily the original preparer or receiver of the record.
- b. "Public Records Request Coordinator" means the individual designated by the Policy Statement who has the responsibility for routing the records request to the appropriate Records Custodian. The Public Records Request Coordinator may also be a Records Custodian.
- c. "Requestor" means a person seeking access to a public record, whether it is for inspection or duplication.

3. Public Records Request Coordinator.

- a. The City's designated Public Records Request Coordinator is:
The City Recorder, or other City employee designated by the City Recorder. The Coordinator's name and contact information shall be posted on the City's website.
- b. The Public Records Request Coordinator's contact information is:
Public Records Request Coordinator
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
PublicRecords@MurfreesboroTN.gov
- c. The Public Records Request Coordinator is responsible for:
 - (1) Determining whether the requestor has provided proof of Tennessee citizenship;
 - (2) Determining if the request has been made on the proper form;
 - (3) Determining if the request describes records with sufficient specificity to identify the requested records;
 - (4) Acknowledging receipt of a public records request within seven (7) days of the proper receipt of the request;
 - (5) Advising the requestor of the fees and labor threshold and waivers, if applicable, that are associated with fulfilling the request;
 - (6) Aggregating multiple or frequent requests;
 - (7) If deemed appropriate, contact the requestor to see if the request can be narrowed;
 - (8) If deemed appropriate, denying a request in writing and providing the grounds for such denial, which may include, but is not limited to: lack of proof of Tennessee citizenship, lack of specificity; an exemption makes the record not subject to disclosure under the Act; lack of custodianship of the requested records; lack of existence of the requested records; or the confidential status of a record under the Act or other applicable law; and
 - (9) Forwarding the records request to the appropriate Records Custodian within the City.
- d. The Public Records Request Coordinator will provide an annual report to Council that reflects the City's compliance with the Act pursuant to this Policy and make recommendations, if any, for improvement or changes to this Policy.

4. Requesting Access to Public Records

- a. All record requests will be made to the Public Records Request Coordinator, to ensure public record requests are routed to the appropriate Records Custodian and fulfilled in a timely manner.
- b. Any record request received by a City employee other than the Public Records Request Coordinator will be sent to the Public Records Request Coordinator.
- c. The requestor's mailing or email address may be requested by the City at the time of the records request for the purposes of providing any written communication required under the Act.
- d. Requests for inspection may be made in writing using a form approved by the Public Records Request Coordinator. The form may be submitted to the Coordinator via mail, hand delivery, email or the City's website. Requests not presented in writing may be reduced to writing by the Public Records Request Coordinator and acknowledged by the requestor to assure clarity of the request.
- e. Requests for inspection may be made by telephone or by email using the contact information provided on the City's public records webpage.
- f. Requests for copies, or requests for inspection and copies, must be made in writing using the designated City form, which is attached hereto and may be modified as necessary to assure efficient responses to requests consistent with the Act.
- g. Proof of Tennessee citizenship is required to inspect or received copies of public records. A valid Tennessee driver's license or acceptable alternative form of ID is required.

5. *Records Custodian*

- a. Upon receiving a records request, a Records Custodian will promptly make available requested public records not protected from disclosure by law.
- b. Records custodians may consult with the Public Records Request Coordinator or the City's Legal Department regarding fulfilling the request.
- c. If not practicable to promptly provide requested records because time is required to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are available for public disclosure; to redact records; or for other similar reasons, then the Records Custodian will notify the Public Records Request Coordinator who will communicate with the requestor as required by the Act. Such communication should take place within 7 days of receipt of the request.
- d. If a Records Custodian is unable to fulfill the request, the Records Custodian will notify the Public Records Request Coordinator who will communicate the denial to the requestor.
- e. If a Records Custodian determines production of records must reasonably be segmented because of the volume of requested records or the time required to fulfill the request, the Records Custodian will notify the Public Records Request Coordinator who will communicate with the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. The Public Records Request Coordinator may contact the requestor to see if the request can be narrowed.
- f. If a Records Custodian discovers records responsive to a records request were omitted, the Records Custodian will inform the Public Records Request Coordinator who will communicate with the requestor concerning the omission and produce the records as quickly as practicable.

6. *Redaction*

- a. If a record contains confidential information or information that is not

subject to disclosure, the Public Records Request Coordinator will work with the Records Custodian to prepare a redacted copy prior to providing access to the record. If questions arise concerning redaction, the Records Custodian should coordinate with the Legal Department regarding review and redaction of records.

- b. Whenever a redacted record is provided, the Public Records Request Coordinator will provide the requestor with the basis for redaction that is general in nature and does not reveal or disclose confidential information.

7. *Inspection of Records*

- a. There is no charge for inspection of open public records unless such a charge is allowed by law.
- b. Records may be inspected at the location designated by the Public Records Request Coordinator.
- c. The nature of the records or the location of inspection may require that the inspection be conducted at a time and during periods set by the Public Records Request Coordinator such that a reasonable inspection can be efficiently accomplished.

8. *Copies of Records*

- a. A Records Custodian will promptly inform the Public Records Request Coordinator of the most economic and efficient manner practicable to respond to the request.
- b. Copies will be available for pickup at a location specified by the Public Records Request Coordinator.
- c. Upon payment for all fees, including postage or shipping costs, copies will be delivered to an address designated by the requestor using the US Postal Service unless the requestor desires another delivery method.
- d. For efficiency, documents may be provided in electronic format.

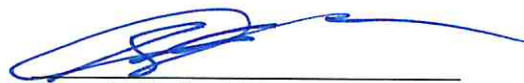
9. *Fees and Charges and Procedures for Billing and Payment*

- a. Fees and charges for copies of public records are not used to hinder access to public records.
- b. The Public Records Request Coordinator will provide the requestor with estimate of charges and an itemization of the final charges prior to producing copies of records and may require prepayment of all charges before producing requested records.
- c. Fees and charges for copies will be assessed in accordance with Schedule of Reasonable Fees & Charges adopted by the City. Payment must be made in accordance with the City policy and practice on receipt of fees and costs.
- d. Payment in advance is required unless other arrangements are made with Public Records Request Coordinator.
- e. When fees for copies and labor do not exceed \$100, the fees may be waived by the Public Records Request Coordinator upon finding good cause to do so.

- 10. *Aggregation of Frequent and Multiple Requests.*** The City may aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than four requests are received within a calendar month either from a single individual or a group of individuals deemed working in concert. The Public Records Request Coordinator is responsible for making the determination that a group of individuals are working in concert. The Public Records Request Coordinator will inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.

SECTION 2. This Resolution is effective immediately, the public welfare and the welfare of the City requiring it.

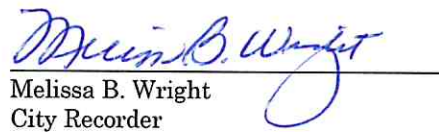
Passed: July 8, 2021

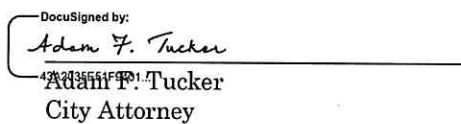


Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:


Melissa B. Wright
City Recorder

DocuSigned by:

Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: St. Clair Senior Center Grant with Greater Nashville Regional Council

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Grant Contract with Greater Nashville Regional Council (GNRC) for funding to the St. Clair Senior Center.

Staff Recommendation

Approve Grant Between City and GNRC.

Background Information

The contract will allow for state and federal funding through the Older Americans Act Funds for Title III-B Support Services, Title III-D Evidence Based Services and State Funding for Multipurpose Senior Centers. These grant funds of \$40,485 in FY23 will offset the Senior Center budget so staff may continue to provide services to seniors that promote lifelong learning, health and well-being, socialization, and volunteer opportunities. The City was awarded this GNRC grant in 2018 and 2020.

Council Priorities Served

Responsible budgeting

Utilizing state and federal grant funds maximizes the amount of money allocated to the Senior Center for vital senior programs.

Fiscal Impact

Grant funds of \$40,485 will be allocated to the St. Clair Senior Center for FY23.

Attachment

Contract with Greater Nashville Regional Council



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 7/1/2022	End Date 6/30/2023	Agency Tracking # StClairSC-G 2326-30	Edison ID
Grantee Legal Entity Name City of Murfreesboro - St. Clair Street Senior Center			Edison Vendor ID
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 93.044 (III-B), 93.043 (III-D) Grantee's fiscal year end June 30	
Service Caption (one line only) For the provision of senior center services and evidence-based programming.			
Funding —			
FY	State/Federal	Interdepartmental	TOTAL Grant Contract Amount
2023	\$40,485.00		\$40,485.00
TOTAL:	\$40,485.00		\$40,485.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		RFP was issued and proposals evaluated and scored to determine selection	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart (optional)	Account Code (optional)		

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO - ST. CLAIR STREET SENIOR CENTER**

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council ("Agency") and City of Murfreesboro - St. Clair Street Senior Center ("Grantee"), is for the provision of senior center services and evidence-based programming, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee FEIN 62-6000374

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Scope to be provided under this Grant Contract is included in Attachment A. The Scope is fully incorporated into and made part of this Grant Contract.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Agency grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (incorporated by reference) to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. Term. This Grant Contract shall be effective for the period beginning on July 1, 2022, ("Effective Date") and ending on June 30, 2023 ("Term"). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The Agency reserves the right at its sole option to exercise up to three consecutive renewal options under the same terms and conditions, with each renewal option period not to exceed twelve (12) months. In no event, however, shall the maximum term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Forty Thousand, Four Hundred And Eighty-Five Dollars (\$40,485.00) for FY 2023 ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B for FY 2023 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-

items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Agency no more often than monthly, with all necessary supporting documentation, and present such to:

AgingFinance@gnrc.org

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Agency).
 - (5) Grantor: Greater Nashville Regional Council
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee FEIN Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Agency within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The Agency will not deem such Grantee costs to be allowable and reimbursable by the Agency unless, at the sole discretion of the Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within eight (8) days of the Grant Contract end date, in form and substance acceptable to the Agency.

- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. Agency's Right to Set Off. The Agency reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Agency, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the Agency the Agency-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Agency is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Agency may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Agency. The Agency shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Agency be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Agency is liable shall be determined by the Agency. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Agency's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. Each obligation of the Grantee under this Grant Contract is material, and time is of the essence. If the Grantee fails to perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the Agency shall have the right to terminate the Grant Contract without notice and to withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the Agency for damages sustained by virtue of any Breach Condition and the Agency may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee, or Agency, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Agency:

Michael Skipper, Executive Director
cc: Sara Fowler, Director of Aging and Disability Services
Greater Nashville Regional Council
220 Athens Way, Ste 200, Nashville, TN 37228
mskipper@gnrc.org
cc: sfowler@gnrc.org
Telephone # 615-862-8828
FAX # 615-246-2688

The Grantee:

Mark Owens, Facility Superintendent
City of Murfreesboro - St. Clair Street Senior Center
325 St. Clair Street, Murfreesboro, TN 37133
mowens@murfreesborotn.gov
Telephone # 615-848-2550 ext 2501
FAX # 615-907-2259

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the Agency that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the Agency, including cooperation and coordination with Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment C, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Agency as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment E.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the Agency before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for

any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any

rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Agency or acquired by the Grantee on behalf of the Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the

Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the Agency any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the Agency, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this Agency under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.3. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA

requirements, including but not limited to those below, are met and that the Grantee provides information to the Agency as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the Agency may terminate this Grant Contract for cause. The Agency will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.5. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will 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. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
- d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.6. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the Agency under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.

AGREED:

CITY OF MURFREESBORO - ST. CLAIR STREET SENIOR CENTER:

SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

Approved to Form:

DocuSigned by:

Adam Tucker

Adam F. Tucker, City Attorney

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ATTACHMENT A**Senior Center Scope of Services**

1. The Grantee will operate a senior center with the purpose to facilitate the social, emotional, and physical well-being of adults aged 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.
2. City of Murfreesboro - St. Clair Street Senior Center (Grantee) will comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, Program and Policy Manual, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.
3. If the Grantee is chartered a not-for-profit corporation, the Grantee will have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Grantee and the Grantee's policy and procedures, programs, and services. The bylaws will include the roles and responsibilities of the governing entity, Grantee director, staff, participants, and fiscal integrity and responsibilities. Grantees chartered by the State of Tennessee will maintain current registration with the Secretary of State and maintain 501(c)3 status. A Grantee which is part of a city or county government will operate in accordance with policy and procedures of the city or county government. Governmental agencies will be created by statute, resolution, or ordinance.
4. If the Grantee is a part of city or county government, the city or county government will have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Grantee.
 - a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
 - b. Fiscal Policies and Procedures: The written fiscal policies and procedures will include procedures for:
 - i. Developing and approving the budget
 - ii. Handling cash and providing receipts
 - iii. Check writing and disbursements
 - iv. Purchasing
 - v. Petty cash disbursement and replenishment
 - vi. Bank reconciliation
 - vii. Program income
 - viii. Voluntary Contribution
 - c. A facility that is accessible and barrier-free for people with disabilities
5. The Grantee will post the following:
 - a. Participant Grievance Procedure
 - b. Title VI Civil Rights Notice
 - c. Public Accountability Poster (800# TN Comptroller's Office)
 - d. Emergency telephone numbers
 - e. Location of First Aid Kits, extinguishers, and other supplies
 - f. Monthly Calendar of Events
6. The Grantee will retain records for five years plus the current year.
7. The Grantee will submit an annual report to the Agency by August 1 of each year.
8. The Grantee will administer a Satisfaction Survey and the results will be submitted to the Agency annually.
9. The Grantee will provide one or more of these services. These services are: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.

10. The center is required to have a GNRC State Health Insurance Assistance Program (SHIP) representative present SHIP information to center participants twice per fiscal year. Wherever practicable, one event should be scheduled to take place within the first six months of the contract year (July - December), with the second event to take place within the last six months of the contract year (January – June).
11. The Grantee will submit financial reports to the Agency monthly by the 8th day of the month following the month being reported. In addition, the Grantee will submit Invoices for Reimbursement (IFRs) quarterly by the 8th day of the month following the end of the quarter.
12. The Grantee will collect participant information using the questions on the Participant Registration Form (PRF) and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Data." The Grantee will do one of the following:
 - a. Enter Data into the WellSky Aging and Disability Database and submit verification reports to the Agency by 11:59 p.m. on the 10th of the following month; or
 - b. Enter Data into MySeniorCenter with appropriate assignments and submit verification reports to the Agency by 11:59 p.m. on the 4th of the following month.
13. If Grantee does not enter its information appropriately, as described in #12, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. upon any failure to provide a contracted service during a month, Grantee will pay GNRC an amount equal to 25% of the total budgeted allocation.
- c. The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses.

GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

14. The Grantee will strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	Approximate # of Individuals Aged 60+ to be Served Yearly	Average Daily Attendance
Total Unduplicated Individuals	3000	260
Low Income	245	2
Low Income Minority	75	0
Rural	105	1
English Limitation	5	0

15. The Agency has approved the following subcontractor(s) for delivery of this service:
None

ATTACHMENT A**Disease Prevention and Health Promotion (Title III-D) Scope of Services**

1. In using Title III-D funding, City of Murfreesboro - St. Clair Street Senior Center (Grantee) will arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services.
2. Prior to the implementation of any programs, the Grantee will submit to the Agency for approval the following information about the proposed evidence-based program(s):
 - a. Name of the program
 - b. Location where course will be held
 - c. verification that all trainers are certified to lead the sessions according to the requirements of the program.
 - d. Total number of sessions required to maintain fidelity
3. During the contracting year, the Grantee will collect and maintain the following information for each evidence-based program provided and will provide this information to the Agency at least yearly:
 - a. the name of the evidence-based program implemented;
 - b. the unduplicated number of participants completing the required number of sessions;
 - c. the number of unduplicated participants who did not complete the required number of sessions; and
 - d. identification of reasons for non-completion, if available.
4. For any evidence-based programs, the subcontractor will submit monthly reports to the Agency that include the following, as applicable:
 - a. names of trainers who lead classes/workshops;
 - b. names of new trainers;
 - c. the total number of participants; and
 - d. sign-in sheets for each session; and
 - e. for workshops with finite number of sessions:
 - i. the start and end dates of the workshops (if applicable)
 - ii. the number of participants in each workshop (if applicable).
5. The Grantee will collect the participant information described in #3 and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Data." The Grantee will do one of the following:
 - a. Enter Data into the WellSky Aging and Disability Database and submit verification reports to the Agency by 11:59 p.m. on the 10th of the following month;
 - b. Enter Data into MySeniorCenter with appropriate assignments and submit verification reports to the Agency by 11:59 p.m. on the 4th of the following month; or
 - c. If the Grantee has received written permission from the Agency to submit data directly to Agency, all data and required documentation will be submitted monthly to the Agency via email by 11:59 p.m. on the 8th day of the following month.
6. The Grantee will submit financial reports to the Agency monthly by the 8th day of the month following the month being reported. In addition, the Grantee will submit Invoices for Reimbursement (IFRs) quarterly by the 8th day of the month following the end of the quarter.
7. If Grantee does not enter the information required appropriately, as described in #5, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting

obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. upon any failure to begin Evidence Based Programs on or before March 31, 2023, Grantee will forfeit the opportunity to receive payment for any such programs.
- c. The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses.

GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

8. The Grantee will strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	Approximate # of Individuals Aged 60+ to be Served Yearly	Average Daily Attendance
Total Unduplicated Individuals	30	7
Low Income	4	0
Low Income Minority	2	0
Rural	2	0
English Limitation	1	0

9. The Agency has approved the following subcontractor(s) for delivery of this service:
None

ATTACHMENT B

GRANT BUDGET				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$31,195.93	\$2,559.70	\$33,755.63
4, 15	Professional Fee, Grant & Award	\$761.17	\$62.46	\$ 823.63
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$5,889.27	\$483.23	\$6,372.50
11. 12	Travel, Conferences & Meetings	\$205.98	\$16.90	\$ 222.88
13	Interest	\$0.00	\$0.00	\$ 0.00
14	Insurance	\$0.00	\$0.00	\$ 0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$ 0.00
17	Depreciation	\$0.00	\$0.00	\$ 0.00
18	Other Non-Personnel	\$2,337.95	\$191.83	\$2,529.78
20	Capital Purchase	\$94.70	\$7.77	\$ 102.47
22	Indirect Cost	\$0.00	\$0.00	\$ 0.00
24	In-Kind Expense	\$0.00	\$0.00	\$ 0.00
25	GRAND TOTAL	\$40,485.00	\$3,321.89	\$43,806.89

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Contracted Services	\$761.17
TOTAL	\$ 761.17

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Special Events	\$2,337.95
TOTAL	\$2,337.95

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$29,897.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$2,000.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$8,588.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$40,485.00

ATTACHMENT C**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract (as that term is defined below) between the Greater Nashville Regional Council (GNRC) and Mid-Cumberland Human Resource Agency (Grantee) in accordance with Section D.11 of the Contract. This Agreement shall have the same effective date as the date of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **City of Murfreesboro - St. Clair Street Senior Center** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore, the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

- (a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.
- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean City of Murfreesboro - St. Clair Street Senior Center, whose principal address is 325 St. Clair Street, Murfreesboro, TN 37133.
- (b) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way, Ste 200, Nashville, TN 37228.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.
- (e) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules
- (a) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (b) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (c) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (d) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (e) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (f) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (h) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- (i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (k) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (l) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (m) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (a) Business associate may use or disclose protected health information as required by law.
- (b) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

- (g) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

- (a) Term. This Agreement shall be effective as of the date described above and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (a) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (b) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (a) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (b) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (c) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (a) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes

that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.

- (b) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
- (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. **Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (c) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (d) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (e) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (f) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOASS-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.044
Total amount of federal funds obligated to the subrecipient (Agency)	\$1,567,600
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,825,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIB: Support Services
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration For Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOAPH-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.043
Total amount of federal funds obligated to the subrecipient (Agency)	\$99,900
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$498,700
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIID: Preventive Health
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration For Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNSSC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.044
Total amount of federal funds obligated to the subrecipient (Agency)	\$620,800
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,093,200
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIB: Supportive Services
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration For Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet – ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNPHC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.043
Total amount of federal funds obligated to the subrecipient (Agency)	\$59,400
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$295,867
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIID: Preventive Health
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration For Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT E

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

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

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

Grantee's FEIN: 62-6000374

Is City of Murfreesboro - St. Clair Street Senior Center a parent? ☐ Yes ☐ No

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

Is City of Murfreesboro - St. Clair Street Senior Center a child? ☐ Yes ☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Mandatory Referral for Abandonment of Raw Water Line Easement along Dejarnette Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of a raw water line easement on property along Dejarnette Lane and Osborne Lane.

Staff Recommendation

Approve the mandatory referral request.

The Murfreesboro Water Resources Board voted to recommend approval on June 28, 2022.

The Planning Commission voted to recommend approval on July 13, 2022.

Background Information

In this mandatory referral [2022-718], Council is being asked to consider the abandonment of a raw water line easement north of Dejarnette Lane and south of Osborne Lane. The easement in question is located on two parcels, one owned by the Swanson Family Trust along Dejarnette Lane and one owned by Christopher Clark along Osborne Lane. The Swanson property is zoned PCD (Planned Commercial District) for a variety of commercial uses. Infrastructure for this commercial development is currently under construction. According to MWRD, the raw water easement in question was purchased by the City in 1942. MWRD has reviewed this request and recommends the abandonment of the entire section of this easement from Dejarnette Lane north to Osborne Lane.

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

- 1) 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(s). The legal instrument(s) will be subject to the final review and approval of the City Legal Department.
- 2) The applicant will be responsible for recording the legal instrument(s), including paying any recording fees.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will help to facilitate commercial development on the Swanson-owned property with the potential of creating jobs and generating tax revenue.

Attachments:

1. Staff comments from July 13, 2022 Planning Commission meeting
2. Letter from applicant
3. Memo and exhibit from MWRD

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 13, 2022
PROJECT PLANNER: AMELIA KERR**

- 5.a. **Mandatory Referral [2022-718] to consider the abandonment of a portion of a raw water line easement located on property along DeJarnette Lane and Osborne Lane, Huddleston-Steele Engineering, Inc. applicant.**

This easement abandonment request is from Huddleston-Steele Engineering, Inc. for Joe Swanson, Jr. The subject property is located along the north side of DeJarnette Lane and east of Memorial Boulevard.



In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of an existing raw water line easement on property owned by the Swansons. This portion of the existing raw water line easement is shown in the gray highlighted area on the attached exhibit. This raw water line easement among others was purchased in 1942 for the raw water line that conveyed untreated water from the current intake just upstream of the Walter Hill Dam to the old Water Treatment Plant located where the Discovery Center is now on Southeast Broad Street.

At the Nov/Dec 2014 Water Resources Board meeting it was approved to abandon a section of this easement to the north between Compton Road and 2902 Madison Avenue. Portions of this easement were in the rear of the majority of the properties between Compton and Madison Avenue, and in some cases, it appears that some houses and/or garages were built within the easement. The Water Resources Department recognized that it was not possible to relocate the easement and find one continuous route that would not require relocating out buildings, or above ground pools, clearing of large dense trees, or acquiring additional easement from adjacent property owners. With this request, Staff is requesting to not only abandon the portion on the Swanson property, shown as the blue shaded area, but to abandon the entire alignment between Osborne Lane and Dejarnette Lane. A copy of the correspondence from the Assistant Director of Engineering with Murfreesboro Water Resources Department has been included in the agenda materials.

The Murfreesboro Water Resources Board met on June 28, 2022, and MWRD Staff recommended that the Board recommend to Planning Commission and City Council approval of the abandonment of this existing raw water line easement. The Murfreesboro Water Resources Board voted to recommend approval of this abandonment.

Staff recommends that the Planning Commission recommend approval to the City Council subject to the following conditions:

- 1) 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(s). The legal instrument(s) will be subject to the final review and approval of the City Legal Department.
- 2) The applicant will be responsible for recording the legal instrument(s), including paying any recording fees.

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



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: 68.00/137.02

Address (if applicable): Dejarnette Lane, Murfreesboro, TN

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Abandonment of Raw Water Line Easement

Applicant Information:

Name of Applicant: Joe Swanson, Jr.

Company Name (if applicable): Swanson Irrevocable Family Trust

Street Address or PO Box: 1188 Park Avenue

City: Murfreesboro

State: Tennessee

Zip Code: 37129

Email Address: joejr@swansoncompanies.com

Phone Number: 615-896-0000

Required Attachments:

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

Applicant Signature

Date

6-15-22



HUDDLESTON-STEELE
ENGINEERING, INC.

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

June 16, 2022

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

Re: Abandonment of Raw Water Line Easement
Tax Map 68.00, Parcel 137.02
On Dejarnette Lane, Murfreesboro, TN

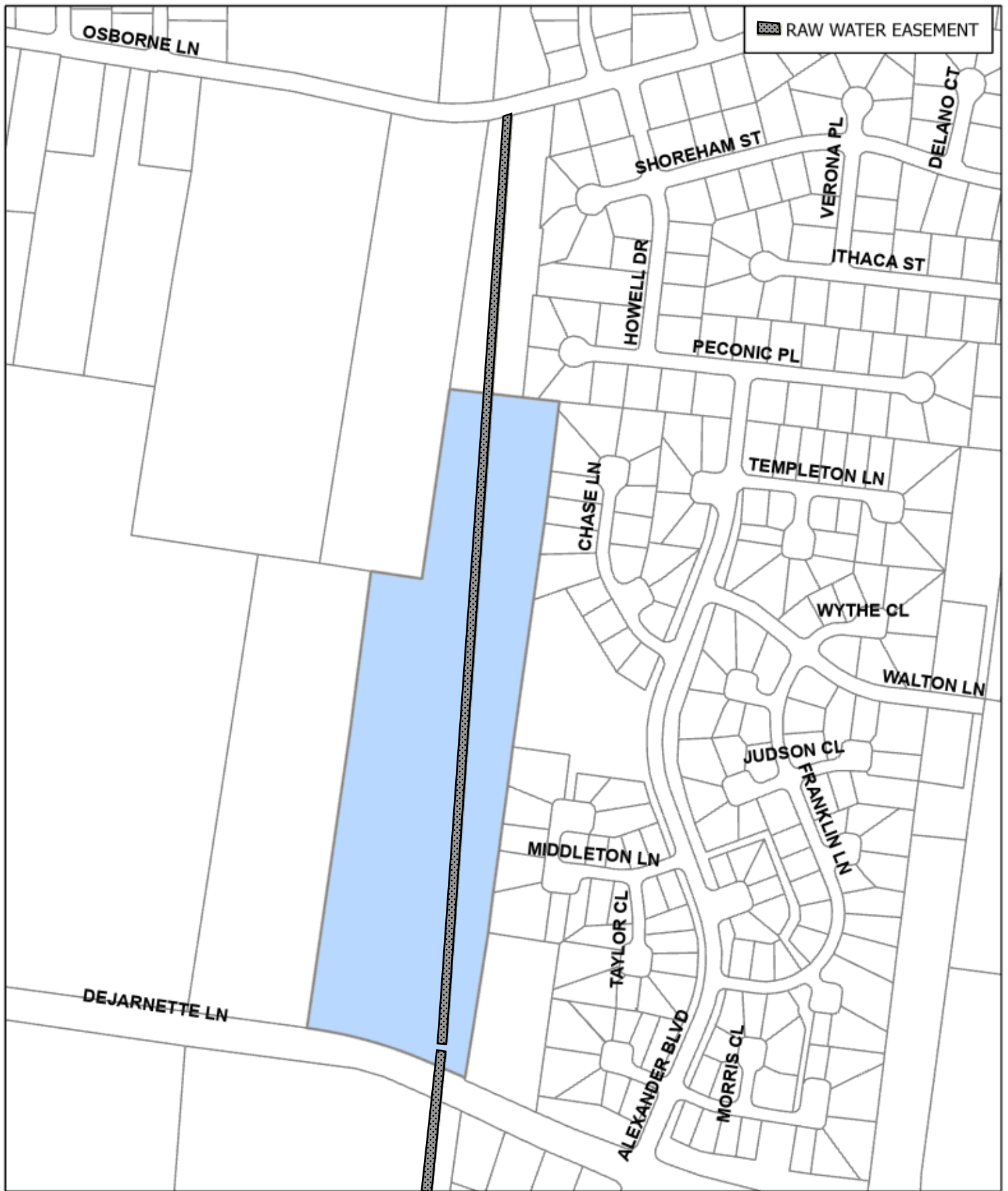
Dear Mr. McKnight:

At the request of our client, Joe Swanson, Jr., we hereby make a request to abandon the Raw Water Line Easement on Tax Map 68.00, Parcel 137.02 on Dejarnette Lane with an approval through the Water Resources Board and a mandatory referral by Planning Commission and City Council.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

Christopher Maguire, P.E.



MURFREESBORO WATER RESOURCES DEPARTMENT

RAW WATER EASEMENT ABANDONMENT



... creating a better quality of life

MEMORANDUM

DATE: June 20, 2022
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Raw Water Easement Abandonment
Osborne Lane to Dejarnette Lane

BACKGROUND

This easement abandonment request is from Huddleston Steele Engineering, Inc. on behalf of Joe Swanson, Jr. They are requesting the abandonment of an existing raw easement as shown as the gray highlighted area on the attached exhibit in regard to the property the Swanson's own just east of State Farm. Records indicate, this easement among others was purchased in 1942 for the raw water line that conveyed untreated water from the current intake just upstream of the Walter Hill Dam to the old Water Treatment Plant located where the Discovery Center is now on Broad Street.

At the Nov/Dec 2014 Board meeting it was approved to abandon a section of this easement to the north between Compton Road and 2902 Madison Ave. Portions of this easement were in the rear of the majority of the properties between Compton and Madison Ave., and in some cases it appears that some houses and/or garages were built within the easement. Staff recognized that it was not possible to relocate the easement and find one continuous route that would not require relocating out buildings, or above ground pools, clearing of large dense trees, or acquiring additional easement from adjacent property owners.

At this time Staff is requesting to not only abandon the portion on the Swanson property, shown as the blue shaded area, but to abandon the entire alignment between Osborne and Dejarnette Lanes.

RECOMMENDATION

Staff recommends approval of abandoning this existing raw water easement.

FISCAL IMPACT

There were two properties between Osborne and Dejarnette Lane at the time the easements were acquired. They were purchased for less than \$100 each.

ATTACHMENTS

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

Easement Abandonment Request
Abandonment Exhibit

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Mandatory Referral for Dedication of Electric Easements along Joe B Jackson Parkway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow dedication of MTE electric easements on City-owned property on Joe B Jackson Parkway and Vapor Trail.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on July 13, 2022.

Background Information

In this mandatory referral [2022-719], Council is being asked to consider the dedication of electric easements on two City-owned properties along the north side of Joe B Jackson Parkway. The two affected parcels are identified as 711 Joe B Jackson Parkway and 3397 Vapor Trail. The proposed easements will accommodate both new and existing underground and overhead electric lines.

Council Priorities Served

Expand Infrastructure

The proposed electric easements will accommodate both new and existing electric infrastructure on the subject properties.

Attachments:

1. Memo from Deputy City Attorney
2. Exhibits of easements in question



**MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT**

TO: Chair Jones and Members of the Planning Commission
FROM: David A. Ives
DATE: June 17, 2022
RE: Easements to Middle Tennessee Electric

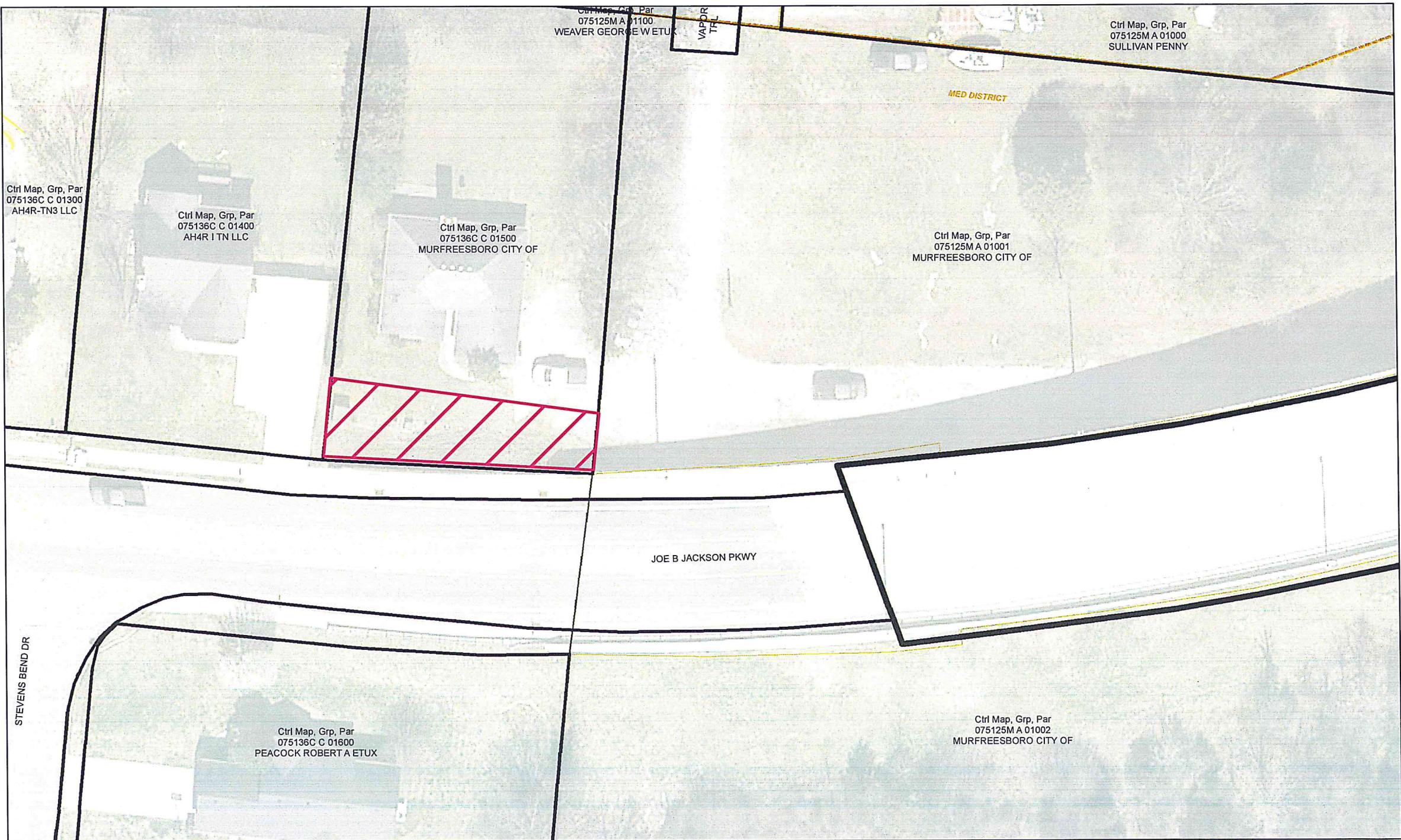
MANDATORY REFERRAL

Middle Tennessee Electric ("MTE") has requested easements over two City-owned properties for new and existing underground and overhead lines along the North side of Joe B. Jackson Parkway.

One property is addressed as 711 Joe B. Jackson Parkway and the other is addressed as 3397 Vapor Trail.

Establishing the easements will not create any additional burden on the City's properties, and staff requests that Planning Commission recommend to City Council that they be granted.

Copies of overheads showing the two easements are attached.



1 inch = 29 feet

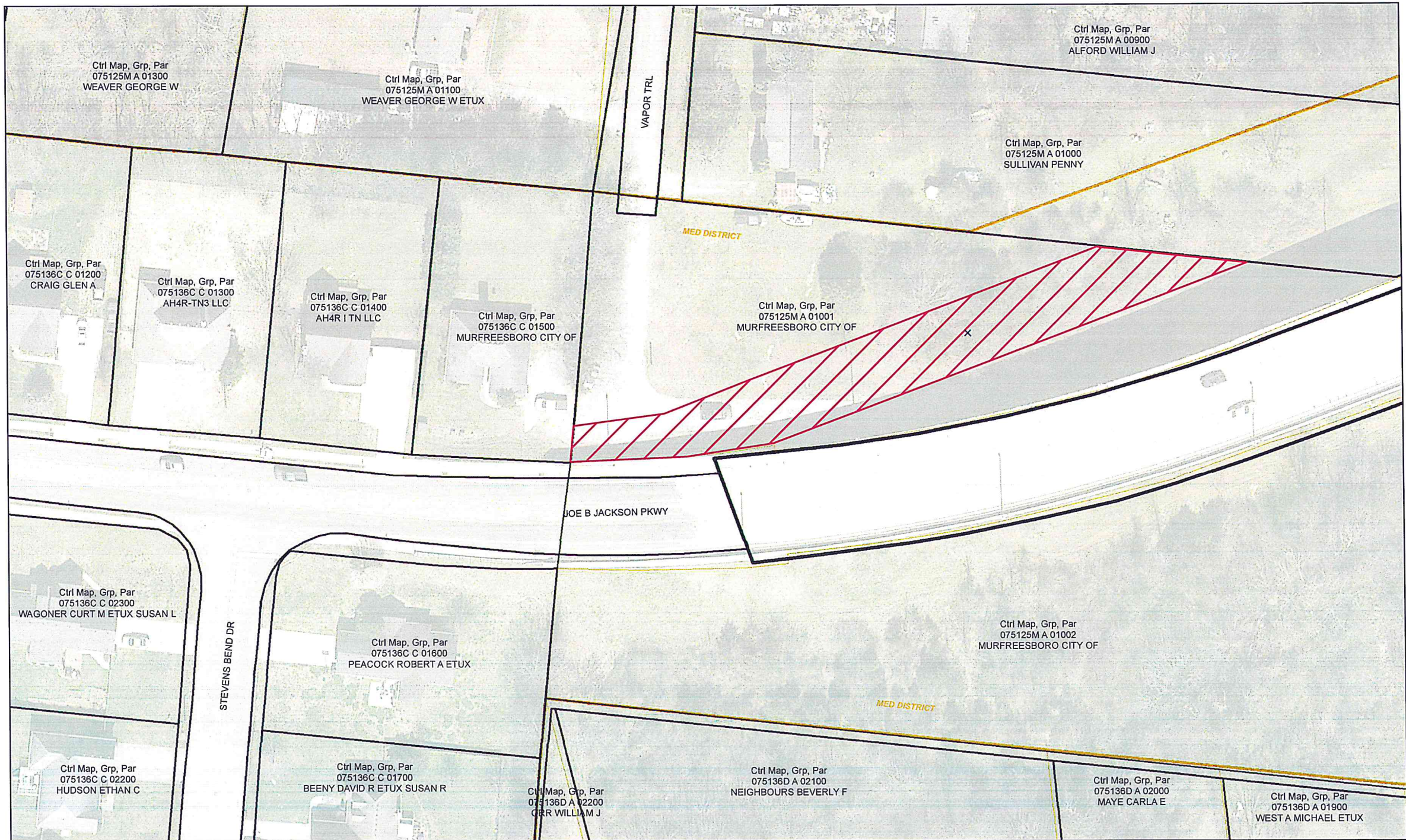


Printed:5/25/2022



5446-F

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 map is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005. All Rights Reserved.



1 inch = 50 feet



Printed:5/25/2022



5446-G

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, right-of-ways, or placement and location of any map features or data.
Independent verification of all information should be obtained by the User.
This map is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT.
All data and materials Copyright © 2005. All Rights Reserved.

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: 2022 Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program and MOU with Rutherford County Sheriff's Office

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

Memorandum of Understanding between the City and the Rutherford County Sheriff's Office for submission of the 2022 JAG Program.

Staff Recommendation

Approve the application for the 2022 JAG Program and the MOU with the RCSO for sharing of grant funds.

Background Information

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$61,786 from the 2022 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$30,893 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is August 3, 2022 and must be completed online.

Jenny Licsko, Finance Manager, MPD has been designated as a Financial Point of Contact (Program Contact) for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and to represent the County and City.

Council Priorities Served

Safe and Livable Neighborhoods

Equipment purchased by the JAG will enhance public safety. Specifically, 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 Impacts

Total federal award is \$61,786 with \$30,893 allocated to the City. No matching funds are required.

Attachments:

1. Tennessee Local JAG Allocations
2. MOU between the City and RCSO

2022 Tennessee LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	ANDERSON COUNTY	County	*	
TN	OAK RIDGE CITY	Municipal	\$10,643	\$10,643
TN	BEDFORD COUNTY	County	*	
TN	SHELBYVILLE CITY	Municipal	\$12,338	\$12,338
TN	BRADLEY COUNTY	County	\$14,693	
TN	CLEVELAND CITY	Municipal	\$31,317	\$46,010
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$13,940	\$13,940
TN	HAMBLÉN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$18,131	\$18,131
TN	HAMILTON COUNTY	County	\$18,696	
TN	CHATTANOOGA CITY	Municipal	\$149,145	\$167,841
TN	KNOX COUNTY	County	\$42,949	
TN	KNOXVILLE CITY	Municipal	\$101,133	\$144,082
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$47,776	\$47,776
TN	MAURY COUNTY	County	\$10,949	
TN	COLUMBIA CITY	Municipal	\$19,120	\$30,069
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$69,910	\$69,910
TN	RUTHERFORD COUNTY	County	\$14,834	
TN	MURFREESBORO CITY	Municipal	\$46,952	\$61,786
TN	SHELBY COUNTY	County	\$48,742	
TN	MEMPHIS CITY	Municipal	\$957,220	\$1,005,962
TN	WASHINGTON COUNTY	County	\$12,244	

2022 Tennessee LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	JOHNSON CITY	Municipal	\$20,250	\$32,494
TN	WILLIAMSON COUNTY	County	*	
TN	FRANKLIN CITY	Municipal	\$10,502	\$10,502
TN	WILSON COUNTY	County	*	
TN	LEBANON CITY	Municipal	\$13,068	\$13,068
TN	BLOUNT COUNTY	County	\$23,971	
TN	NASHVILLE-DAVIDSON COUNTY CITY	Municipal	\$546,989	
TN	GREENE COUNTY	County	\$12,904	
TN	MONROE COUNTY	County	\$14,081	
TN	LA VERGNE CITY	Municipal	\$11,679	
TN	SMYRNA CITY	Municipal	\$13,916	
TN	SEVIER COUNTY	County	\$12,338	
TN	BARTLETT CITY	Municipal	\$13,139	
TN	SULLIVAN COUNTY	County	\$19,968	
TN	BRISTOL CITY	Municipal	\$10,431	
TN	KINGSPORT CITY	Municipal	\$26,137	
	Local total		\$2,390,105	

JUST GRANTS APPLICATION NUMBER _____

THE STATE OF TENNESSEE

KNOW ALL BY THESE PRESENT

COUNTY OF RUTHERFORD

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE**

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2022, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$30,893.00 and Rutherford County receiving \$30,893.00; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to draw from grant and pay COUNTY a total of \$30,893.00 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$30,893.00 of JAG funds to spend within grant guidelines.

Section 2.

COUNTY agrees to use \$30,893.00 for the 2022 Law Enforcement Equipment Purchase Program from October 1, 2022, until September 30, 2026.

CITY agrees to use \$30,893.00 for the 2022 Law Enforcement Equipment Purchase Program from October 1, 2022, until September 30, 2026.

JUST GRANTS APPLICATION NUMBER _____

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibit A hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.


CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

City Mayor



County Mayor



Chief of Police



Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney



County Attorney

ATTEST:

City Recorder

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

DocuSigned by:

Craig Tindall

Signature of Chief Executive of the Applicant Unit of
Local Government

Craig Tindall

Printed Name of Chief Executive

City of Murfreesboro

Name of Applicant Unit of Local Government

7/5/2022

Date of Certification

City Manager

Title of Chief Executive

APPROVED AS TO FORM

DocuSigned by:

Adam Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Contract with On Duty Depot, Inc. for Police Vehicle 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

Contract for Police Vehicle Equipment.

Staff Recommendation

Approve the contract with On Duty Depot, Inc. for the purchase and installation of safety equipment for new police vehicles.

Background Information

Council approved the purchase of 25 new police vehicles on April 21, 2022. These vehicles are expected to arrive in the next few months and will require to be outfitted with all the police safety equipment.

On Duty Depot was the lowest responsible bidder.

Council Priorities Served

Safe and Livable Neighborhoods

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

Fiscal Impact

The total purchase of \$290,675 is provided for in the FY23 budget via ARPA Grant funding.

Attachments

Contract with On Duty Depot, Inc. for Police Vehicle Equipment

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
ON-DUTY DEPOT, INC.
FOR POLICE VEHICLE EQUIPMENT**

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 **ON-DUTY DEPOT, INC.**, a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-64-2022 – Police Vehicle Equipment" issued 06/07/2022 (the "Solicitation");
- Contractor's Proposal, dated 06/21/2022 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 06/21/2022 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
 - Second, this Agreement;
 - Third, the Solicitation; and
 - Lastly, Contractor's Proposal.
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment and installation services set forth in Section 3.4 and listing on page 14 of the ITB in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
 2. **Term.** This Contract shall be effective for the period commencing from the date of contract execution and ending in one year. This contract is renewable annually for up to a maximum of five years per Section 1.15 of the Invitation to Bid. The second, third, fourth and fifth periods of this contract shall be subject to the conditions as set forth in Section 1.15 of the Invitation to Bid (ITB).
 3. **Contract Termination.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the

right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal, which reflects a total price of \$11,627.00 **per vehicle** for all **non-optional** equipment including installation and \$1,199.00 for **optional** package including installation **per vehicle**. 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. **Vendor will be responsible for all transportation of vehicles from and to 1004 N. Highland Ave., Murfreesboro, TN 37130** for the installation of packages. Pickup and deliveries shall be made during the normal working hours of the City, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Deliveries of all replacement part orders shall be made within 90 calendar days of order. Contact Person for Murfreesboro Police Department: Robert Holloway (tel. 615-849-2673; email 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days of pickup and delivery.
- c. Deliveries of all items shall be made as stated in the ITB and bid specifications. 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.

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

6. **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.
7. **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.
8. **Insurance.** During the term of this Agreement, Contractor must maintain the following insurance:
 - a. Comprehensive General Liability insurance with limits of not less than \$1,000,000;
 - b. Automotive insurance. If the Contractor's employees will be driving the MPD vehicles, the vehicles need to be added to the Contractor's insurance and the Contractor's insurance be made primary. Coverage limits must be a minimum of the combined value of the vehicles being transported;
 - c. Workers' Compensation insurance as required by the State of Tennessee; and
 - d. Auto/Vehicle Transport Coverage a/k/a Goods-in-Transit Coverage if the vehicles will be transported via a flatbed or auto carrier.

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."

9. **Vehicle Insurance:** The Vendor will be required to carry Auto/Vehicle Transport Coverage a/k/a Goods-in-Transit Coverage if the vehicles will be transported via a flatbed or auto carrier. **If the vendor's employees will be driving the MPD vehicles, the vehicles need to be added to the contractor's insurance and the contractor's insurance be made primary.** Coverage limits must be a minimum of the combined value of the vehicles being transported.
10. **Damage Liability:** The contractor is liable for any damage to the MPD vehicle from the point of being loaded onto the flatbed or vendor's employee accepts the keys, until the vehicle is offloaded and returned back at MPD HQ, or the vehicle and keys are returned to MPD.
11. **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.

12. **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 Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
ON-DUTY DEPOT, INC.
John T. Bradley
5201 Hickory Hollow Pkwy
Antioch, TN 37013
931-994-7358
Jbradley@ondutydepot.com

13. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
14. **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.
15. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.**

27. 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.

28. 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.

29. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If the contract amount exceeds \$150,000, 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).

30. 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.

31. 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.

32. **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.
33. **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.
34. **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

ON-DUTY DEPOT, INC.

By: _____
Shane McFarland, Mayor

By: _____
John T. Bradley, Sales Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**PURCHASING DEPARTMENT
BID FORM**

NAME OF BID: **ITB-64-2022 -Police Vehicle Equipment**

Name of Bidder:
Date:

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 to provide this service. The City is not subject to sales tax.

Item No.	Description	Part Number	Est. Qty	Bid Unit Price (Original AND Replacement Parts) For Items 1-7 Bid Unit Price AND Extended Price	
1	Xstream	XSM2-BWA-US	2	\$ 171.00	\$ 342.00
2	Xstream	XSM1-BWA-US	2	\$ 99.00	\$ 198.00
3	Corner LED	416910Z-W	4	\$ 53.00	\$ 212.00
4	MicroPulse	MPS62U-BA	4	\$ 83.00	\$ 332.00
5	Bracket	MPSM6-LB	2	\$ 10.00	\$ 20.00
6	Micropulse	MPS62U-BW	4	\$ 77.00	\$ 308.00
7	MicroPulse	MPS122U-BW	2	\$ 96.00	\$ 192.00
8	Valor 51" Bar B/W Front B/A Rear	VALR51J-P2L-MPD	1	\$ 1900.00	
9	PathFinder	PF200S17B	1	\$ 864.00	
10	Speaker, AS124	750501	1	\$ 122.00	
11	PBX Push Bumper for 2022 FPIU	PBX07	1	\$ 382.00	
12	Top Channel	PBX-TC4L-3	1	\$ 25.00	
13	OBD Cable for 2022 FPIU	OBDCABLE25-2	1	\$ 94.00	
14	Bracket	RB-FPIU20	1	\$ 20.00	
15	Hook Kit	HKB-FPIU20	1	\$ 20.00	
16	Woofers	RBKIT2	1	\$ 330.00	
17	Dual T-Rail Mount, 1 Small,11082 Blac-Rac	SEGK11191B1S	1	\$ 588.00	
18	#10S Coated Polycarbonate (Prisoner Screen - SUV)	PK0355ITU20TM	1	\$ 640.00	
19	Cargo Area Rear Partition #12VS Stationary Window	SEPK0316ITU202ND	1	\$ 378.00	
20	Window Barrier VS Polycarbonate	SEWK0595ITU20	1	\$ 197.00	
21	Door Panel VS TPO Plastic Black - Installs over OEM Door Panels	SEDK0100ITU20	1	\$ 198.00	
22	Full Rear Transport TPO Seat with Center Pull Seat Belt System	SEQK0494ITU20	1	\$ 601.00	
23	TPO Floor Pan	SEQK0491ITU20	1	\$ 167.00	
24	Computer Mount (HD) with A-MOD XL Desktop 2020+ Ford Utility	425-5032/4139	1	\$ 649.00	
25	Ford Police Interceptor Utility 2020+ 28" Floor Plate Kit	425-6674	1	\$102.00	
26	Dual Cup Holder External Mount	425-6205	1	\$ 38.00	

27	Console Universal Armrest Adj	425-6411	1	\$80.00
28	E/Z Vault "UP" 44WX24DX8H 2020 Body Style	AAUP2020-C	1	\$1,144.00
29	4" SUV Vault Basket	Basket Add-on	1	\$85.00
LUMP SUM BID FOR EQUIPMENT PACKAGE PER VEHICLE, INCLUDING INSTALLATION			1	\$11,627
AVERAGE NUMBER OF VEHICLES THAT CAN BE COMPLETED IN A WEEK				2
<u>OPTIONAL JOTTO EQUIPMENT (MAY BE PURCHASED IN PLACE OF ITEMS 24-27)</u>				
30	Dual ABS Cupholder	425-3704	1	\$ 35.00
31	Armrest Side Mount Arm Rest	425-1849	1	\$ 76.00
32	With Faceplates	425-6505	1	\$ 294.00
33	7" Faceplate for Zebra ZQ520 4" Printer	425-6543	1	\$ 98.00
34	The Mamba Mount with A-MOD XL Desktop	425-0150/4139	1	\$ 516.00
35	Federal Signal Pathfinder, PF200S17B ® - 4" Faceplate	425-6613	1	\$ 26.00
36	JOTO APX6500	425-6141	1	\$ 26.00
LUMP SUM BID FOR EQUIPMENT FOR OPTIONAL PACKAGE PER VEHICLE, INCLUDING INSTALLATION			1	\$ 1,199

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Maintain public safety

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

Fiscal Impacts

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

Attachments

Asphalt Purchases Report

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2022

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/20	DH	Vulcan	307-BM	\$58.39	18.60	\$1,086.05	\$1,086.05
7/20	DH	Vulcan	307-BM	\$58.39	18.38	\$1,073.21	\$2,159.26
7/20	DH	Vulcan	307-BM	\$58.39	18.56	1,083.72	\$3,242.98
7/20	DH	Vulcan	307-BM	\$58.39	18.27	1,066.79	\$4,309.77
7/26	DH	Hawkins	411- E	\$66.50	18.70	1,243.55	\$10,074.44
7/26	DH	Hawkins	307-BM	\$59.00	13.60	802.40	\$10,876.84
8/10	DH	Vulcan	411-E	\$67.35	13.66	920.00	\$11,796.84
8/17	DH	Vulcan	307-BM	\$58.51	10.72	627.23	#REF!
10/15	DH	Hawkins	411-E	\$66.50	16.48	1,095.92	\$16,493.88
10/20	DH	Hawkins	307-BM	\$62.75	16.69	1,047.30	\$17,541.18
11/30	DH	Hawkins	307-BM	\$60.00	22.34	1,340.40	\$18,881.58
11/30	DH	Hawkins	307-BM	\$60.00	19.28	1,156.80	\$20,038.38
11/30	DH	Hawkins	307-BM	\$60.00	17.25	1,035.00	\$21,073.38
11/30	DH	Hawkins	307-BM	\$60.00	20.26	1,215.60	\$22,288.98
11/30	DH	Hawkins	307-BM	\$60.00	19.00	1,140.00	\$23,428.98
11/30	DH	Hawkins	411-E	\$67.50	17.31	1,168.43	\$24,597.41
11/30	DH	Hawkins	307-BM	\$65.00	22.37	1,454.05	\$26,051.46
11/30	DH	Hawkins	307-BM	\$65.00	19.89	1,292.85	\$27,344.31
11/30	DH	Hawkins	307-BM	\$65.00	22.86	1,485.90	\$28,830.21
11/30	DH	Hawkins	307-BM	\$65.00	17.69	1,149.85	\$29,980.06
11/30	DH	Hawkins	307-BM	\$65.00	3.06	198.90	\$30,178.96
12/13	DH	Hawkins	307-BM	\$60.50	21.02	1,271.71	\$31,450.67
12/13	DH	Hawkins	411-E	\$68.25	14.47	987.58	\$32,438.25
12/18	DH	Hawkins	411-E	\$68.25	17.62	1,202.57	\$33,640.82
12/18	DH	Hawkins	411-E	\$68.25	3.54	241.61	\$33,882.43
12/28	DH	Hawkins	307-BM	\$60.50	18.00	1,089.00	\$34,971.43
12/28	DH	Hawkins	307-BM	\$60.50	13.77	833.09	\$35,804.52
12/29	DH	Hawkins	307-BM	\$60.50	15.84	958.32	\$36,762.84
1/31	DH	Hawkins	411-E	\$68.25	11.80	805.35	\$39,868.19
2/18	DH	Hawkins	307-BM	\$60.75	11.91	723.53	\$40,591.72
2/18	DH	Hawkins	307-BM	\$58.00	20.29	1,176.82	\$41,768.54
5/23	DH	Hawkins	411-D	\$82.50	4.01	86.51	\$41,855.05

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$65.00	\$75.00	\$59.00	\$66.50	\$58.39	\$67.35	
Aug	\$65.00	\$75.00	\$59.00	\$69.00	\$57.85	\$67.51	
Sep	\$65.00	\$75.00	\$59.00	\$66.50	\$57.81	\$67.46	
Oct	\$65.00	\$75.00	\$59.00	\$69.00	\$57.81	\$67.46	
Nov	\$65.00	\$75.00	\$60.00	\$67.50	\$57.81	\$67.46	
Dec	\$65.00	\$75.00	\$60.50	\$68.25	\$60.50	\$69.50	
Jan	\$65.00	\$75.00	\$60.50	\$68.25	\$60.50	\$69.50	
Feb	\$65.00	\$75.00	\$60.75	\$68.75	\$0.00	\$0.00	
Mar	\$65.00	\$75.00	\$61.50	\$70.50	\$63.70	\$73.76	
Apr	\$65.00	\$75.00	\$64.00	\$74.50	\$66.76	\$77.85	
May	\$65.00	\$75.00	\$65.25	\$75.50	\$68.70	\$80.44	
Jun	\$65.00	\$75.00					

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Commercial Painting Inc. Contract Change Order No. 4

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

The 3rd floor maintenance area is in the contract to repair and recoat the floor. Since the contractor has started working on the area, the original floor coating was found to need significantly more work than identified in the specifications. As a result, Commercial Painting, Inc (CPI) has requested the approval of Change Order No. 4.

Staff Recommendation

Approve Change Order No. 4 for the Commercial Structures and Facilities Painting Contract with Commercial Painting, Inc.

Background Information

In December 2018, Staff brought the bids for repainting of the Stones River Water Treatment Plant and Auxiliary Intake Building over the next four years. The approved bidder was Commercial Painting, Inc. (CPI). The total project cost for the original contract cost was \$1,126,240. Previous change orders adjusted the total of the contract price to \$1,189,288.

MWRD is bringing Change Order No. 4 to remove the existing floor coating, remove existing rubber base for repairs and replace upon completion. The cost of this work is \$3,575. SSR has reviewed the change order and agrees with the pricing.

Council Priorities Served

Responsible budgeting

Provides maintenance of the facility thereby increasing its lifespan.

Fiscal Impact

If approved, the total cost of the contract would be \$1,192,863. Funding to come from reserves.

Attachments

Commercial Structures and Facilities Painting Contract Change Order No. 4

Commercial Painting, Inc.

350 Herron Drive, Nashville, TN. 37210
Tel.: 615.242.8212 / www.cpinash.com

Commercial Structures and Facilities Painting Contract Change Order No. 4 PROPOSAL

DATE: 6/21/2022
SUBMITTED TO: SSR
PROJECT: 3rd Level Floor Coating Removal
ARCHITECT/ENGINEER: SSR

SCOPE OF WORK:

Floor Coating and Base Removal

- Included in Cost:
 - Removal of existing floor coating 3rd floor outside office area only
 - Floor prep for coating
 - \$2,320.00
 - Removal of existing rubber base and glue on cmu 3rd floor outside office area only
 - Prep for wall coating and floor coating
 - No base on cmu
 - \$910.00
 - Replace 6" base with existing cleaned base
 - \$345.00
- Floor coating included in current contract

REPAIR/BASE COST: \$3,575.00

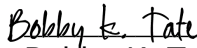
No other changes to the Contract are contemplated by this Change Order, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

COMMERICAL PAINTING, INC


By: _____
Shane McFarland, Mayor

DocuSigned by:


Bobby K. Tate

Approved as to form:

DocuSigned by:


Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: WRRF Sodium Hypochlorite Contract Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Consider the amendment to the contract to purchase of Sodium Hypochlorite (Bleach), which is used at the Water Resource Recovery Facility (WRRF) for disinfection of the Reuse Water, from Dycho Company, Inc.

Staff Recommendation

Approve the contract amendment to purchase Sodium Hypochlorite from Dycho Company, Inc.

Background Information

Murfreesboro has Tennessee's largest and most sophisticated Reuse Water system. The water is beneficially used for irrigation at many places throughout the city e.g., the Department's two farms, the Avenues, Old Fort golf course, and Siegel Soccer Complex. Environmental regulations require that the water be additionally disinfected with Sodium Hypochlorite.

The contract was executed in May of 2020. This amendment reflects increased costs since that time.

Council Priorities Served

Maintain Public Safety

This second disinfection of the water ensures that the public can safely use the water for its intended purposes and enjoy the outdoor areas that are beautified by it.

Fiscal Impact

The contract established a unit price of \$1.90 / gallon for Sodium Hypochlorite. The expenses for Sodium Hypochlorite are reflected in the Fiscal Year 2022-23 Operating Budget at \$50,000. The contract prices will be good through December 31, 2022.

Attachments

Contract Amendment with Dycho Company, Inc.

**FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
DYCHO COMPANY INC.
FOR BLEACH**

This First Amendment ("First Amendment") to the Contract, entered into May 7, 2020 ("Contract"), is effective as of this ____ Day of ____, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Dycho Company Inc., ("Contractor"), a corporation of the State of Tennessee.

RECITALS

WHEREAS, on May 7, 2020, the City entered into the Contract with Contractor for Bleach at \$0.82 per gallon; and,

WHEREAS, the term of the contract between the City and Contractor is currently from May 7, 2020 to June 30, 2022, and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and,

WHEREAS, the City is allowing the contractor a fuel cost-related price adjustment to \$1.90 per gallon per Section 11 of the original contract:

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

1. **Extension:** The term of the current Contract is hereby extended for a period from July 1, 2022, until December 31, 2022.
2. **Fuel Cost Adjustment:** The price in Section 4 of the Contract is hereby amended to \$1.90 per gallon.
3. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED this the ____ day of ____, 2022.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor
Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

DYCHO COMPANY, INC.

DocuSigned by:

By: *J. Robert Shamblin*

J. Robert Shamblin, President

COUNCIL COMMUNICATION

Meeting Date: 7/21/2022

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown, City Recorder/Finance 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

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

June 23, 2022 (Regular Meeting)

June 30, 2022 (Regular Meeting)

June 23, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, June 23, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright

Council Members Bill Shacklett and Kirt Wade were absent and excused from this session.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
David Ives, Deputy City Attorney
Darren Gore, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Sam Huddleston, Executive Director/
Development Services
Michael Bowen, Chief of Police
Trey Duke, City Schools Director
Cathy Smith, Purchasing Director
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Nate Williams, Parks and Recreation Director
Matthew Blomeley, Assistant Planning Director
Roman Hankins, Assistant City Attorney
Roger Toombs, Assistant Chief of Fire Rescue
Thomas Laird, Assistant Parks and Recreation Director
Bill Terry, Public Safety IT Manager
Scott Elliot, Project Manager
Joshua Miller, Administrative Assistant

Council Member Shawn Wright commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, the month of June would be known as a time to recognize the importance of Alzheimer's and Brain awareness.

Mayor McFarland recognized Mr. Logan Moran, a student at Riverdale Highschool who, on the night of the shooting at the Riverdale High School graduation, utilized his first aid and CPR training to help the shooting victim, heading towards the danger and after the police took over administering aid, the only thought on his mind was, did I do enough to help? Mayor McFarland and Council recognized the bravery Mr. Moran demonstrated and thanked him for his efforts.

The Consent Agenda was presented to the Council for approval:

1. Electric Easement for Middle Tennessee Electric Membership (Administration)

2. Titan Aviation Fuels Contract Amendment (Airport)
3. FY22 City Manager Approved Budget Amendments (Finance)
4. Community Investment Program Funds Transfer (Finance)
5. Contract with Murfreesboro Medical Clinic for Fire Rescue Department (Fire Rescue)
6. Purchase of Gravel for Temporary Access Road on Oakwood Property (Parks)
7. Mandatory Referral for Abandonment of Drainage Easement along Medical Center Parkway (Planning)
8. Mandatory Referral for Acquisition of Property Along Stoney Meadow Drive (Planning)
9. Use of Competitive Sealed Proposals for Various City Departments (Purchasing)
10. Main Street Banner Request (Street)
11. Amendment 1 to Contract with the Regional Transportation Authority (Transportation)
12. Contract Amendment with TripSpark (Transportation)
13. Stormwater MOU Renewal Agreement with MTSU (Water Resources)
14. Asphalt Purchases Report (Water Resources)
15. FY22 Sanitary Sewer Rehabilitation Contract Change Order No. 1 (Water Resources)
16. TDEC Delegated Review Authority Agreements (Water Resources)

(Insert letters from Administration, Airport, Finance (2), Fire Rescue, Parks, Planning (2), Purchasing, Street, Transportation (2), & Water Resources (4) Departments here.)

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

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

(Insert letter dated June 23, 2022 here with regards to approval of Minutes of City Council Meetings.)

Mr. Martin made a motion to approve the minutes as written and presented for the budget meeting held on May 19, 2022; the regular meeting held on May 19, 2022; the regular meeting held on May 26, 2022; and the regular Meeting held on June 8, 2022. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to correcting the Zoning Boundary for the Clari Park PUD.)

An ordinance, entitled "ORDINANCE 22-OZ-16 amending Ordinance 21-OZ-16 to correct the zoning boundary between the PUD and CH zones along the northeast side of

Medical Center Parkway in between Willowoak Trail and Robert Rose Drive for the Clari Park PUD along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail, Planning Staff, applicant [2021-403],” which passed first reading on June 8, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert ORDINANCE 22-OZ-16 here.)

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

(Insert letter dated June 23, 2022 here with regards
to Fiscal Year 2023 Tax Rate Ordinance.)

An ordinance, entitled “ORDINANCE 22-O-12 providing for the levy and collection of a tax for the year 2022 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates,” was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

The following letter from the City Schools Director was presented to the Council:

(Insert letter dated June 23, 2022 here with regards to
Fiscal Year 2022 City Schools Budget Amendment No. 10.)

The following RESOLUTION 22-R-18 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-18 here amending the 2021-2022

Murfreesboro City Schools Budget (10th Amendment).)

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

(Insert letter dated June 23, 2022 here with regards to holding a public hearing to consider rezoning of approximately 13.8 acres located at the southwest corner of Medical Center Parkway and Robert Rose Drive [2022-403].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 22-R-PH-17 adopted by the City Council on May 26, 2022, to consider rezoning approximately 13.8 acres located at the southwest corner of Medical Center Parkway and Robert Rose Drive; TDK Construction, applicant, [2022-403]. Notice of said public hearing was published in the June 7, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve removing approximately 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD) and introduced Mr. Matt Taylor, SEC, Inc. who gave a brief presentation on the proposed development.

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

Mr. Wallace Martin and Mr. Darren Douglas, Silver Linings Concierge, Inc., expressed their approval for the project and the zoning, citing their positive experiences with TDK and their desire to see local business succeed.

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

Council discussed apartment growth in the city and discussed the number of units they would support in this development, discussed supporting local businesses and the desire to attract corporate headquarters to the area, and if there are any road improvement projects planned for Medical Center Parkway.

An ordinance, entitled "ORDINANCE 22-OZ-017 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and Gateway Design

Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD); TDK Construction, applicant [2022-403],” was read to the Council and offered for deferral on first reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was deferred on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated June 23, 2022 here with regards to holding a public hearing to consider amending the Zoning Ordinance regarding alcohol manufacturing [2022-802].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 22-R-PH-13 adopted by the City Council on May 19, 2022, with respect to amending the Murfreesboro City Code, Appendix A - Zoning, Sections 2, 7, 24, Chart 4, Chart 1 and Chart 1 Endnotes, dealing with alcohol manufacturing, City of Murfreesboro Planning Department, applicant [2022-802]. Notice of said public hearing was published in the June 7, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mr. Roman Hankins, Assistant City Attorney, presented the recommendation of the Planning Commission to approve amending the Murfreesboro City Code, Appendix A - Zoning, Sections 2, 7, 24, Chart 4, Chart 1 and Chart 1 Endnotes, dealing with alcohol manufacturing.

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

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

An ordinance, entitled “ORDINANCE 22-O-13 amending Murfreesboro City Code Appendix A—Zoning, Sections 2, 7, 24, Chart 4, Chart 1 and Chart 1 Endnotes, dealing with alcohol manufacturing, City of Murfreesboro Planning Department, applicant [2022-802],” was read to the Council and offered for passage on first reading upon motion made by Mr.

Martin, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated June 23, 2022 here with regards to holding a public hearing to consider annexation of approximately 7.3 acres and zoning of approximately 14.4 acres along Veterans Parkway and Franklin Road [2022-502] & [2022-402].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 22-R-PH-14 adopted by the City Council on May 19, 2022, to consider (1) adoption of a Plan of Services for and annexation of approximately 7.3 acres located along Veterans Parkway and (2) zoning of approximately 1.6 acres along Veterans Parkway to Commercial Highway (CH) District and approximately 5.7 acres located along Veterans Parkway to Planned Residential Development (PRD) District (The Villas at Veterans PRD), which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and amending approximately 7.1 acres of the Planned Residential Development (PRD) District along Franklin Road in the existing Villas at Veterans PRD zoning, as indicated on the attached map, David Scott Rowlett and Harney Homes, LLC, applicants [2022-502 and 2022-402]. Notice of said public hearing was published in the June 7, 2022 edition of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland declared the public hearing open and invited those present who wished to speak for or against the Plan of Services and annexation for approximately 14.4 acres located along Veterans Parkway and Franklin Road, step forward to the podium.

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

The following RESOLUTION 22-R-PS-14 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance

Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-PS-14 to adopt a Plan of Services for approximately 7.3 acres located along Veterans Parkway, David Scott Rowlett, applicant [2022-502].)

The following RESOLUTION 22-R-A-14 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-A-14 to annex approximately 7.3 acres located along Veterans Parkway (Tax Map 93, Parcel 10.12) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, David Scott Rowlett, applicant [2022-502].)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve zoning approximately 1.6 acres along Veterans Parkway as Commercial Highway (CH) District simultaneous with annexation, approximately 5.7 acres along Franklin Road and Veterans Parkway as Planned Residential Development (PRD) District (The Villas at Veterans PRD), simultaneous with annexation, and to amend the existing Villas at Veterans PRD zoning on 7.1 acres located along Franklin Road and introduced Mr. Matt Taylor, SEC, Inc. who gave a brief presentation on the proposed development.

Mayor McFarland then declared the public hearing regarding zoning of approximately 14.4 acres along Veterans Parkway and Franklin Road, simultaneous with annexation, open and invited those present who wished to speak for or against the zoning request, step forward to the lectern.

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

Council discussed their hesitance to continue approving projects who utilize a Horizontal Property Regime (HPR) method of development and voting on the project with the applicant lacking side and rear elevation improvements to the Pattern Book.

An ordinance, entitled "ORDINANCE 22-OZ-14 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 1.6 acres along Veterans Parkway as Commercial

Highway (CH) District simultaneous with annexation, approximately 5.7 acres along Franklin Road and Veterans Parkway as Planned Residential Development (PRD) District (The Villas at Veterans PRD), simultaneous with annexation, and to amend the existing Villas at Veterans PRD zoning on 7.1 acres located along Franklin Road; Harney Homes, LLC, applicant [2022-402],” was read to the Council and offered for deferral on first reading upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said ordinance was deferred on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated June 23, 2022 here with regards to sewer allocation variance – Memorial Boulevard – Adams Place.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve Adams Place’s request for additional density above the sewer allocation ordinance’s zoning allowance. He stated that the proposed development will use approximately 4.4 sfu’s more than the ordinance allows, but staff views the advantages of commercial tax rate revenue as a greater benefit.

Mr. LaLance made a motion to approve Adams Place’s request for additional density above the sewer allocation ordinance’s zoning allowance. Mr. Wright seconded the motion and all members of the present Council voted “Aye”.

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

(Insert letter dated June 23, 2022 here with regards to scheduling public hearings for July 21, 2022 and August 18, 2022 for a Zoning Ordinance amendment [2022-803] regarding amendments to Section 9, Chart 1, Chart 1 Endnotes, and Chart 4 pertaining to uses permitted; Annexation petition and plan of services [2021-504] for approximately 16.3 acres located along Emery Road; Zoning application [2022-406] for approximately 16.3 acres located along Emery Road to be zoned RS-10 simultaneous with annexation; Annexation petition and plan of services [2022-503] for approximately 11.4 acres located along Lascassas Pike and East Pitts Lane; and Zoning application [2022-407] for approximately 11.4 acres located along Lascassas Pike and East Pitts Lane to be zoned CF simultaneous with annexation.)

The following RESOLUTION 22-R-PH-20 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin

Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-PH-20 here fixing the time for a Public Hearing to consider amending the Murfreesboro City Code, Appendix A – Zoning, Chart 1, Chart 1 Endnotes, Chart 4, and Section 9 pertaining to uses permitted, City of Murfreesboro Planning Department, applicant [2022-803].)

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

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-PH-22 here fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 16.3 acres located along Emery Road and (2) zoning of approximately 16.3 acres along Emery Road to Single-Family Residential Ten (RS-10) District; The Anne Watkins Family Emery Road Trusts, The Samuel Watkins Family Emery Road Trust and Jeramie Taber, applicants [2022-503 & 2022-407].)

The following RESOLUTION 22-R-PH-23 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-PH-23 here fixing the time for Public Hearings to consider (2) adoption of a Plan of Services for and annexation of approximately 11.4 acres located along Lascassas Pike and East Pitts Lane and (2) zoning of approximately 11.4 acres along Lascassas Pike and East Pitts Lane to Commercial Fringe (CF) District; Betty Taylor, Elizabeth Taylor, Terry Taylor, and Murfreesboro Medical Clinic, applicants [2022-503 & 2022-407].)

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

(Insert letter dated June 23, 2022 here with regards to Land Exchange With Middle Tennessee Electric Membership Corporation.)

Mr. Craig Tindall, City Manager, presented the request to approve the Real Estate Purchase and Sale Agreement with Middle Tennessee Membership Corporation in the amount of \$4,460,000, for a swap of two parcels of land on the west side of the City.

Mr. Adam Tucker, City Attorney, highlighted two changes that will be made to the agreement if approved by Council, the closing date will be changed to December 30, 2022

and that if the property is not rezoned by December 30, 2022 then the closing date will be automatically pushed back to February 2023.

Mr. LaLance made a motion to approve the Real Estate Purchase and Sale Agreement with Middle Tennessee Membership Corporation in the amount of \$4,460,000, for a swap of two parcels of land on the west side of the City. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards
to acquisition of property for Town Creek Phase II.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the acquisition of property along the southwest side of northwest Broad Street between south Church Street and Front Street, in the amount of \$5,151,769, funded from American Rescue Plan Act Proceeds, for the daylighting of Town Creek and related improvements.

Vice-Mayor Scales Harris made a motion to approve the acquisition of property along the southwest side of northwest Broad Street between south Church Street and Front Street, in the amount of \$5,151,769, funded from American Rescue Plan Act Proceeds, for the daylighting of Town Creek and related improvements. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards
to Contract for ADA Upgrades – Sports*Com.)

Mr. Scott Elliot, Project Manager, presented the request to approve the Agreement with Rock City Construction Company, LLC, in the amount of \$359,000, for ADA upgrades at the Sports*Com building and parking areas at the Miracle Field.

Mr. LaLance made a motion to approve the Agreement with Rock City Construction Company, LLC, in the amount of \$359,000, for ADA upgrades at the Sports*Com building and parking areas at the Miracle Field. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with
regards to purchase of Paratech Equipment.)

Mr. Roger Toombs, Deputy Chief of Fire Rescue, presented the request to approve the Contract with NAFECO (North America Fire Equipment Company, Inc.), in the amount of \$110,025, funded from the CIP, for purchase of Paratech Equipment.

Mr. LaLance made a motion to approve the Contract with NAFECO (North America Fire Equipment Company, Inc.), in the amount of \$110,025, funded from the CIP, for purchase of Paratech Equipment. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to purchase of liability, property, vehicle, cyber, crime and workers' compensation insurance coverage for the City.)

Mr. Adam Tucker, City Attorney, presented the request to approve the purchase of insurance coverages for the City for Fiscal Year 2023 in the amount of \$1,706,968.

Mr. Martin made a motion to approve the purchase of insurance coverages for the City for Fiscal Year 2023 in the amount of \$1,706,968. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The following letter from the Deputy City Attorney was presented to the Council:

(Insert letter dated June 23, 2022 here with regards to acquiring 42 acres from the American Battlefield Trust.)

Mr. David Ives, Deputy City Attorney, presented the request to approve the Contract for Conveyance of Real Estate with American Battlefield Trust in an amount not to exceed \$125,000, funded from the CIP, for 42 acres of land to be added to the City's parks and open space.

Mr. LaLance made a motion to approve the Contract for Conveyance of Real Estate with American Battlefield Trust in an amount not to exceed \$125,000, funded from the CIP, for 42 acres of land to be added to the City's parks and open space. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to Second Amendment to Vehicle Contract.)

Mr. Nate Williams, Parks and Recreation Director, presented the request to approve the Second Amendment to the Contract with Wilson County Motors, LLC, in the amount of \$60,149, funded from the CIP, for the purchase of one 2022 Chevrolet Silverado 2500 Crew Cab Work Truck and one 2022 Chevrolet Express Passenger Van.

Mr. Wright made a motion to approve the Second Amendment to the Contract with Wilson County Motors, LLC, in the amount of \$60,149, funded from the CIP, for the purchase of one 2022 Chevrolet Silverado 2500 Crew Cab Work Truck and one 2022 Chevrolet Express Passenger Van. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to
Contract for Miracle Field Playing Surface Renovation.)

Mr. Thomas Laird, Assistant Parks and Recreation Director, presented the request to approve the Agreement with Surface America, Inc., in the amount of \$26,020, funded from a designated account for Miracle Field donations, for renovations to the Miracle Field playing surface.

Vice-Mayor Scales Harris made a motion to approve the Agreement with Surface America, Inc., in the amount of \$26,020, funded from a designated account for Miracle Field donations, for renovations to the Miracle Field playing surface. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to
Contract for installation of Synthetic Playground Grass
at Miracle Field Playground.)

Mr. Thomas Laird, Assistant Parks and Recreation Director, presented the request to approve the Agreement with ForeverLawn, Inc., in the amount of \$70,000, funded from a designated account for Miracle Field donations, for installation of Synthetic Playground Grass at the Miracle Field Playground.

Mr. LaLance made a motion to approve the Agreement with ForeverLawn, Inc., in the amount of \$70,000, funded from a designated account for Miracle Field donations, for installation of Synthetic Playground Grass at the Miracle Field Playground. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards
to Purchase of Public Safety Camera System.)

Mr. Bill Terry, Public Safety IT Manager, presented the request to approve the Purchase Contract with Convergent Technologies, LLC, in the amount of \$569,087, funded from by the DA21 Grant, for the purchase of 17 public safety cameras.

Council discussed the specifics of what the camera system could do, whether or not facial recognition software was part of the camera system, and the desire to receive statistics regarding the efficacy of the system from other municipalities with similar systems.

Mr. LaLance made a motion to defer approval of the Purchase Contract with Convergent Technologies, LLC, in the amount of \$569,087, funded from by the DA21 Grant,

for the purchase of 17 public safety cameras. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced the Item No. 36, Purchase of Roll-Off Truck, was to be pulled from the Agenda.

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

(Insert letter dated June 23, 2022 here with regards to LJA Engineering Task Order-Hobas Pipe Sewer Rehabilitation.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve Task Order No. 20220512 with LJA Engineering, Inc., in the amount of \$392,500, funded from Department's Working Capital Reserves, for rehabilitation of the City's Hobas pipes in the sanitary sewer system that are expected to fail.

Vice-Mayor Scales Harris made a motion to approve Task Order No. 20220512 with LJA Engineering, Inc., in the amount of \$392,500, funded from Department's Working Capital Reserves, for rehabilitation of the City's Hobas pipes in the sanitary sewer system that are expected to fail. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to Professional Services Contract with ADS, LLC.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve the Professional Services Agreement with ADS, LLC, in the estimated amount of \$300,000, funded from the Department's Operating Budget, for engineering analysis and reporting on the findings of the permanent and temporary sanitary sewer flow monitoring.

Mr. Martin made a motion to approve the Professional Services Agreement with ADS, LLC, in the estimated amount of \$300,000, funded from the Department's Operating Budget, for engineering analysis and reporting on the findings of the permanent and temporary sanitary sewer flow monitoring. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated June 23, 2022 here with regards to Beer Permit Applications for Crab Fever at 1720 Old Fort Pkwy., #C170 and RR Market at 1607 Middle TN Blvd. and a Special Event Beer Permit Application for Rutherford County Chamber of Commerce on 07/12/22 at 802 Memorial Blvd.)

Mr. Martin made a motion to approve the Beer Permit Applications for Crab Fever, 1720 Old Fort Parkway, #C170 (Ownership Change); RR Market, 1607 Middle Tennessee Boulevard (Ownership & Name Change); and the Special Event Beer Permit for Rutherford

County Chamber of Commerce on 07/12/22 at 802 Memorial Boulevard. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Martin made a motion to appoint Mrs. Valeska Starnes (term expires February 28, 2024) to the Airport Commission to replace Mrs. Lynn Lien and to appoint Mr. Nathan Brown (term expires April 30, 2023) to the Cable Television Commission to fill the vacancy left by Mr. Jason Schmitt. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

Council discussed upcoming planned road improvement projects and the funding sources for those projects.

There being no further business, Mayor McFarland adjourned this meeting at 8:19 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

June 30, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, June 30, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

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

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Mark Foulks, Chief of Fire Rescue
Erin Tucker, Budget Director
Nate Williams, Parks and Recreation Director
Matthew Blomeley, Assistant Planning Director
Scott Elliot, Project Manager

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

The Consent Agenda was presented to the Council for approval:

1. FY22 City Manager Approved Budget Amendments (Finance)
2. Community Investment Program Funds Transfer (Finance)
3. Retail Liquor Certificate of Compliance Beer & Liquor Depot Ownership Change (Finance)
4. Fox Collection Agency Amendment (Judicial)
5. Purchase of Westlaw Subscription from Thomson Reuters (Legal)
6. Approval of State Maintenance Contract for FY23 (Street)
7. Asphalt and Concrete Purchase Report (Street)
8. Task Order for Cityworks Asset Management System (AMS) Implementation (Water Resources)

(Insert letters from Finance (3), Judicial, Legal, Street (2),
& Water Resources (3) Departments here.)

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

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

(Insert letter dated June 30, 2022 here with
regards to Fiscal Year 2023 Tax Rate Ordinance.)

An ordinance, entitled "ORDINANCE 22-O-12 providing for the levy and collection of a tax for the year 2022 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and

Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates,” which passed first reading on June 23, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Wright, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 22-O-12 here.)

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

(Insert letter dated June 30, 2022 here with regards to amending the Zoning Ordinance [2022-802].)

An ordinance, entitled “ORDINANCE 22-O-13 amending Murfreesboro City Code Appendix A—Zoning, Sections 2, 7, 24, Chart 4, Chart 1 and Chart 1 Endnotes, dealing with alcohol manufacturing, City of Murfreesboro Planning Department, applicant [2022-802],” which passed first reading on June 23, 2022, was read to the Council and offered for passage on second and final reading, upon motion made by Mr. Martin, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 22-O-13 here.)

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

(Insert letter dated June 30, 2022 here with regards to rezoning of approximately 13.8 acres located at the southwest corner of Medical Center Parkway and Robert Rose Drive [2022-403].)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve removing approximately 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and

Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD), went into detail about what the developer was proposing, and stated that the ordinance was deferred on first reading on June 23, 2022.

Council discussed the impact the project could have to the areas water and sanitary sewer basin as well as restrictions to growth in the City based on sanitary sewer capacity, and traffic concerns and planned improvements in the area.

An ordinance, entitled "ORDINANCE 22-OZ-017 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD); TDK Construction, applicant [2022-403]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: Rick LaLance

Abstain: Shane McFarland

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

(Insert letter dated June 30, 2022 here with regards to
Ordinance 22-O-24 Removal of Accessible Sewer Charges.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Board to approve amending the Murfreesboro City Code, Chapter 33, Water Resources, Section 33-1, Water Resources rates & charges, regarding accessible sewer charges.

An ordinance, entitled "ORDINANCE 22-O-24 amending the Murfreesboro City Code, Chapter 33, Water Resources, Section 33-1, Water Resources rates & charges, regarding accessible sewer charges," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance

Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated June 30, 2022 here with regards to
revision of the Rutherford County Hazard Mitigation Plan.)

The following RESOLUTION 22-R-20 was read to the Council and offered for
adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon
roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 22-R-20 adopting the 2022 Revision
of the Rutherford County Hazard Mitigation Plan.)

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

(Insert letter dated June 30, 2022 here with regards to Resolution
Ratifying Charter Amendment to Create Community Investment Trust.)

The following RESOLUTION 22-R-19 was read to the Council and offered for
adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call
said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 22-R-19 ratifying Chapter 62 of the Private Acts of
2022 enacted by the 112th Session of the Tennessee General Assembly.)

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

(Insert letter dated June 30, 2022 here with regards to sewer allocation
variance – 285 North Rutherford Boulevard – Albion Residential.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve
Albion Residential's request for additional density above the sewer allocation ordinance's
zoning allowance. He stated that the proposed development will use approximately 13.5
sfu's more than the ordinance allows, but staff views the advantages of reduced sanitary

sewer usage and the investment into an aging multi-family property of greater benefit than the requested additional number of units above what is allowed by the ordinance.

Mr. LaLance made a motion to approve Albion Residential's request for additional density above the sewer allocation ordinance's zoning allowance. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 30, 2022 here with regards to Contract Approval - for ADA Upgrades – City Hall Parking Garage Sprinkler Renovation Phase 2.)

Mr. Scott Elliot, Project Manager, presented the request to approve the Construction Contract with Rice Construction Co., LLC, in the amount of \$533,470, funded from the CIP and with the County reimbursing the City for 31.5% of the project cost, for Phase 2 of the City Hall Parking Garage Sprinkler Renovation.

Mr. Shacklett made a motion to approve the Construction Contract with Rice Construction Co., LLC, in the amount of \$533,470, funded from the CIP and with the County reimbursing the City for 31.5% of the project cost, for Phase 2 of the City Hall Parking Garage Sprinkler Renovation. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that Item No. 17 on the Agenda, Amendment to the Restated Agreement for Conveyance of Real Estate with M-Tek, Inc. (Kasai North America), was to be pulled.

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

(Insert letter dated June 30, 2022 here with regards to Lease Termination and Release – 2140 North Thompson Lane.)

Mr. Craig Tindall, City Manager, presented the request to approve the Lease Termination and Release with Kenneth Fuston, Sr. in the amount of \$127,500, funded from the General Fund's Unforeseen and Contingency Budget, for buyout of the sole lease at the recently purchased property at 2140 North Thompson Lane.

Mr. Martin made a motion to approve the Lease Termination and Release with Kenneth Fuston, Sr. in the amount of \$127,500, funded from the General Fund's Unforeseen and Contingency Budget, for buyout of the sole lease at the recently purchased property at 2140 North Thompson Lane. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 30, 2022 here with regards to Development Agreement with Notes Live, Inc.)

Mr. Craig Tindall, City Manager, presented the request to approve the Development Agreement with Notes Live, Inc. for development of a major restaurant and entertainment complex, with no direct Operating or CIP Budget impact.

Council discussed concerns regarding traffic and the proximity to the hospital, concert noise and the proximity to the hospital, consideration of other venue locations, losing out on property tax for the parking lot portion of the development, trading the property away versus selling, and enforcement of the performance standards of the Development Agreement.

Mr. Wade made a motion to approve the Development Agreement with Notes Live, Inc. for development of a major restaurant and entertainment complex, with no direct Operating or CIP Budget impact. Mr. Shacklett seconded the motion, Vice-Mayor Scales Harris, Mr. LaLance, and Mr. Wright voted "Nay", Mr. Martin voted "Abstain" and all remaining members of the Council voted "Aye", resulting in the item failing to pass.

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

(Insert letter dated June 30, 2022 here with regards to
Community Development Fiscal Year 2023 Annual Action Plan.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the Community Development 2022-2023 Annual Action Plan, with grants totaling \$1,476,630 funding the Community Development Department's Fiscal Year 2023 Budget.

Vice-Mayor Scales Harris made a motion to approve the Community Development 2022-2023 Annual Action Plan, with grants totaling \$1,476,630 funding the Community Development Department's Fiscal Year 2023 Budget. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 30, 2022 here with regards to
ClearSpan Fabric Structures Change Order No. 2 for Soccer Park.)

Mr. Nate Williams, Parks and Recreation Director, presented the request to approve Change Order No. 2 to the contract with ClearSpan Fabric Structures International, LLC in the amount of \$28,357, funded through the CIP Budget, for Electrical Revisions at the Richard Siegel Soccer Complex.

Vice-Mayor Scales Harris made a motion to approve Change Order No. 2 to the contract with ClearSpan Fabric Structures International, LLC in the amount of \$28,357, funded through the CIP Budget, for Electrical Revisions at the Richard Siegel Soccer

Complex. Mr. Martin seconded the motion, Mr. Wade and Mr. Wright voted "Nay", and all remaining members of the Council voted "Aye".

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

(Insert letter dated June 30, 2022 here with
regards to Purchase of Roll-Off Truck.)

Mr. Russell Gossett, Solid Waste Director, presented the request to approve the Contract with Williamson County, in the amount of \$32,000, funded from the Solid Waste Fixed Assets Account, for purchase of a used Mack Granit Roll Off Truck.

Vice-Mayor Scales Harris made a motion to approve the Contract with Williamson County, in the amount of \$32,000, funded from the Solid Waste Fixed Assets Account, for purchase of a used Mack Granit Roll Off Truck. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director stated that there was no licensing nor any statements to consider.

Upon recommendation of Mayor McFarland, Mr. Shacklett made a motion to reappoint Mr. Charles Apigan (term expires June 30, 2024) to the Parks and Recreation Commission and to reappoint Ms. Sandra Trail (term expires June 30, 2026) to the Water Resources Board. Mr. Wright seconded the motion and all members of the Council voted "Aye".

Council Member Bill Shacklett invited everyone to attend the City's fireworks show "Celebration under the Stars" at the Fountains on July 4th, 2022.

There being no further business, Mayor McFarland adjourned this meeting at 8:11 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Rezoning property along Medical Center Parkway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 13.8 acres located at the southwest corner of Medical Center Parkway and Robert Rose Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

TDK Construction presented a zoning application [2022-403] for approximately 11.3 acres located south of Medical Center Parkway to be rezoned from MU (Mixed Use District) and GDO-1 (Gateway Design Overlay District 1) to PUD (Planned Unit District) and GDO-1 and for approximately 2.5 acres to be rezoned from MU and GDO-1 to CH (Highway Commercial District) and GDO-1. During its regular meeting on May 4, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action. After the public hearing, the applicant revised the PUD zoning plan to decrease the number of apartment units and increase the amount of office space. The Planning Commission then considered this item under Old Business at its May 18, 2022 regular meeting and voted to recommend its approval.

On June 23, 2022, Council held a public hearing and then voted defer action. On June 30, 2022, Council approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of commercial uses, which will generate sales tax revenue for the City and employment for opportunities for the community. In addition, it will enable an existing local company to build a new office headquarters and to also add more office space for future companies who wish to locate here.

Attachments:

Ordinance 22-OZ-17

ORDINANCE 22-OZ-17 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD); TDK Construction, applicant [2022-403].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

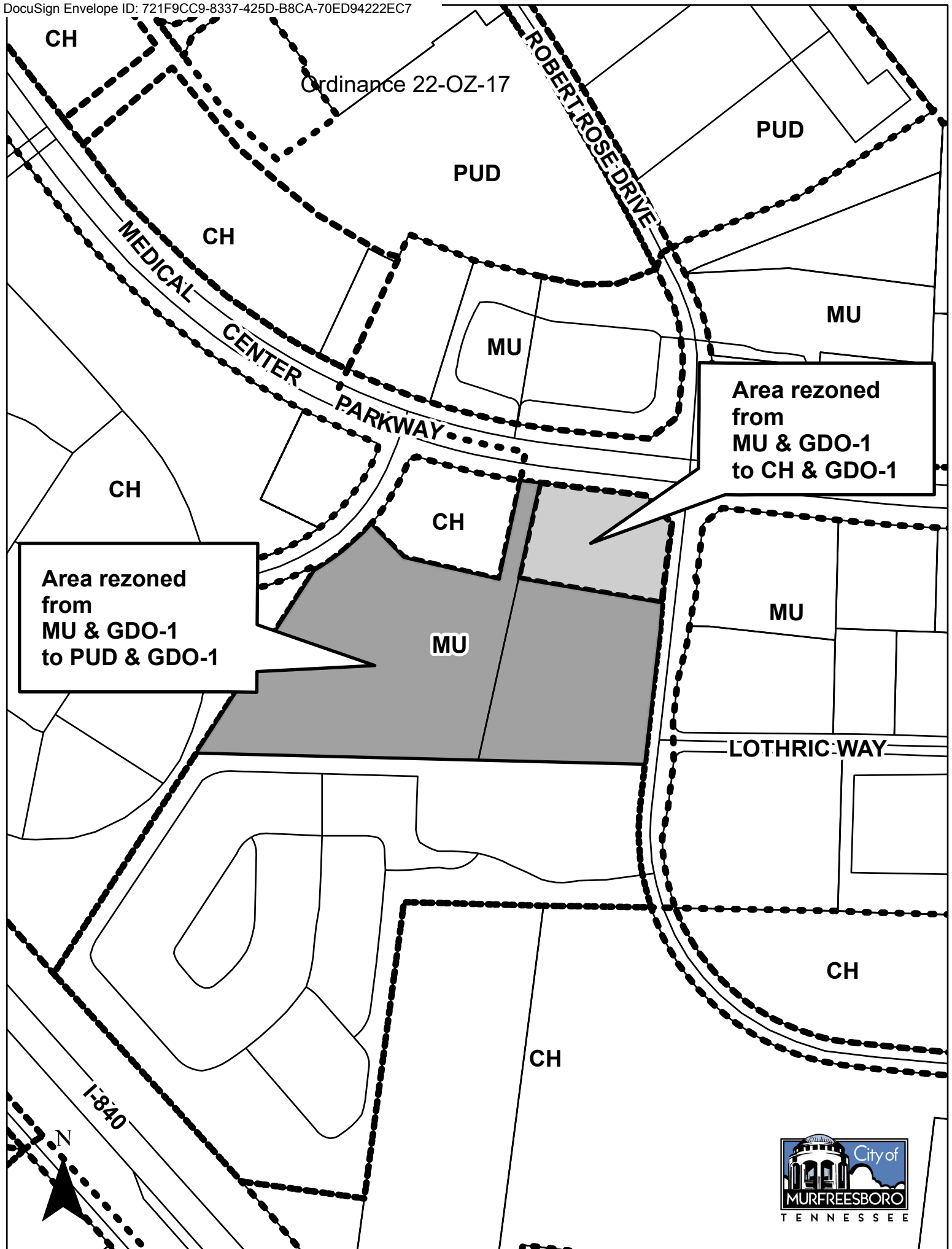
Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Pension Plan Amendments

Department: Administration

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"/>

Summary

Pension Plan amendments regarding Pension Committee member size and eligibility requirements and adoption of SECURE Act requirements surrounding required minimum distributions

Staff Recommendation

Approve Plan amendments as outlined in Ordinance 22-O-19

Background Information

The following Plan document changes are recommended:

1. Article X, Section 10.01 states that the City's Pension Plan requires three participants in the plan to serve as members of the Pension Committee. It further states that one of these members shall not be an officer or department head of the Employer.
 - a. As the City's active employees participating in the Plan continue to decline, it is recommended the Plan be amended to allow the option for non-participating employees to participate on the Committee.
 - b. Staff recommends removing the disqualification of an officer or department head of the Employer from serving as a Committee member. This will expand the class of eligible participants to serve on the Committee.
2. Outside Legal Counsel recommends considering reducing the Committee size from 8 members to 7 members.
3. The Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE" Act) requires that the Pension Plan Document be adjusted to reflect the change in the required minimum distribution age from 70 ½ to 72 for those participants born after June 30, 1949. As a related matter, following the issuance of relevant final Treasury Regulations, any reference in the Pension Plan Document to applicable life expectancy tables (Uniform Life, Single Life or Joint & Last Survivor) should instead reference the Tables as published in Regulation 1.401(a)(9)-9, subject to adjustment by Regulation 1.401(a)(9)-9(f).

Council Priorities Served

Responsible budgeting

The plan amendment reflects relevant and required actuarial and minimum distribution language, as well as updates committee member eligibility to better serve the Plan.

Fiscal Impact

None

Attachments

Ordinance 22-O-19

ORDINANCE 22-O-19 amending Appendix C, Employees’ Revised Pension Plan, of the Murfreesboro City Code, to comply with requirements regarding Setting Every Community Up for Retirement Enhancement Act of 2019 (the “SECURE” Act).

WHEREAS, the City of Murfreesboro, Tennessee (the “City”) has previously established and currently maintains Appendix C, the City of Murfreesboro Employees’ Revised Pension Plan (the “Plan”); and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Plan was most recently amended by Ordinance 17-O-06 on April 6, 2017; and

WHEREAS, pursuant to the relevant provisions of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the “SECURE Act”), the required minimum distribution provisions of the Plan must be modified to reflect changes in applicable law, effective as of January 1, 2020; and

WHEREAS, the Plan must be amended to reflect other changes in applicable regulations, effective as of January 1, 2022; and

WHEREAS, City Council believes it to be reasonable and prudent and consistent with good governance to restructure the membership of the Pension Committee; and

WHEREAS, the Pension Committee reviewed and decided to recommend these amendments to the City Council at its Committee meeting on July 20, 2022.

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

SECTION 1. Appendix C of the Murfreesboro City Code is hereby amended at Section 9.03, Minimum Distributions, by deleting subsection (b)(2)(i) in its entirety and substituting in lieu thereof the following:

(i) Life expectancy rule, spouse is Beneficiary. If the Participant’s surviving spouse is the Participant’s sole “Designated Beneficiary,” then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later, provided, however, that with respect to a Participant born after June 30, 1949, if such Participant’s surviving spouse is the Participant’s sole “Designated Beneficiary,” then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.

SECTION 2. Appendix C of the Murfreesboro City Code is hereby amended at Section 9.03, Minimum Distributions, by deleting subsection (h)(7) in its entirety and substituting in lieu thereof the following:

(7) Required beginning date. “Required Beginning Date” means the April 1st of the calendar year following the later of (1) the calendar year in which the Participant attains age 70 ½, or (2) the calendar year in which the Participant retires, provided, however, that with respect to a Participant born after June 30, 1949, “Required Beginning Date” means the April 1st of the calendar year following the later of (1) the calendar year in which the Participant attains age 72, or (2) the calendar year in which the Participant retires.

SECTION 3. Appendix C of the Murfreesboro City Code is hereby amended at Section 10.01 by deleting the body of the current section in its entirety and substituting in lieu thereof the following:

The Employer shall appoint a Pension Committee consisting of seven (7) members. Two (2) members shall be Participants in the Plan. One (1) additional member shall be a current City employee, who may be but is not required to be a Participant in the Plan. All members of the Pension Committee shall be appointed for a three (3) year term of office.

SECTION 4. Appendix C of the Murfreesboro City Code is hereby amended by adding a new Section 17.04 as follows:

Section 17.04.
Notwithstanding any provision of the Plan to the contrary, any reference to applicable life expectancy tables such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table (the “Tables”) shall be deemed to be a reference to the Tables as published in Regulation 1.401(a)(9)-9 from time to time, subject to adjustment as described in Regulation 1.401(a)(9)-9(f).

SECTION 5. Except as otherwise provided herein, the terms of the Plan shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect fifteen (15) days after passage upon second and final reading, the public welfare and the welfare of the City requiring it. Notwithstanding the foregoing, upon the passage of 15 days after passage upon second and final reading, Sections 1 and 2 of this Ordinance shall be considered effective retroactively as of January 1, 2020, and Section 4 shall be considered effective retroactively as of January 1, 2022.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Amending the Zoning Ordinance
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Ordinance amending the Zoning Ordinance regarding uses permitted.

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2022-803] to amend the Zoning Ordinance as it pertains to *Chart 1: Uses Permitted*, including some ancillary amendments to other sections. During its regular meeting on June 1, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to the proposed "medical clinic" use being removed from the chart. Since that time, Staff has deleted any proposed modifications to the chart that would create a separate row for "medical office" and "medical clinic."

Council Priorities Served

Establish Strong City Brand

The proposed amendment reinforces the City's commitment to customer service, as it seeks to modernize and improve the Uses Permitted chart in the Zoning Ordinance.

Attachments:

1. Ordinance 22-O-20
2. Planning Commission staff comments from 06/01/2022 meeting
3. Planning Commission minutes from 06/01/2022 meeting
4. Revised Chart 1 with additions and deletions highlighted

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

4.a. Zoning Ordinance amendment [2022-803] regarding amendments to Chart 1 (Including Chart 1 Endnotes), Section 9, and Chart 4 pertaining to uses permitted, City of Murfreesboro Planning Department applicant.

The City's Planning Department is proposing an amendment to the Zoning Ordinance text pertaining to uses in Chart 1: Uses Permitted, along with ancillary changes to Section 9: Standards for Special Permit Uses, and to Chart 4: Required Off-Street Parking and Queuing Spaces By Use. The purpose of the amendment is to clarify several of the uses, address any gaps regarding uses in some of the zoning districts, and remove and/or combine some of the land uses to be more relevant for current zoning practices.

Chart 1

The complete list of changes is depicted in the staff report attachment, Chart 1 Amendment, with the additions identified by a red **X** or **S** and the deletions shown with strike-through font with dark yellow background. Of note, the recent Zoning Ordinance amendment regarding wineries, distilleries and micro-breweries is currently in process and not in effect. As such, these uses are depicted in the proposed Chart 1 and are highlighted in bright yellow. A summary of the key changes proposed to Chart 1 are below:

Chart 1 - New Uses:

- Medical, dental office or clinic – to be a permitted use within all the office, commercial, mixed-use, industrial, and medical zoning districts.
- Payday loan, title loan, or check cashing service – to be permitted use within CH, LI, GI and HI zoning districts. Currently, these businesses do not have a separate entry in Chart 1 and are classified as a “financial service” use. Other examples of “financial service” uses would be an accounting firm, a tax preparation service, or a financial advisor. Staff believes that it is appropriate to distinguish payday loan, title loan, and check cashing services from other type of financial service uses and include a separate entry in Chart 1 for these uses.

- Plasma donation center – to be permitted within the CM (commercial medical) and industrial zones.

Chart 1 - Existing Uses:

- Hospital – adding hospital as a permitted use within the CH zoning district and will remain as permitted use within OG-R, OG, MU, HI, GI, LI, and all three CM zoning districts.
- Customary general farming – general farming is a permitted use within most of the zoning districts, including all residential, commercial, and industrial districts. Staff is proposing to add this use to the remaining zoning districts.
- Campground, travel-trailer park – campground use is currently permitted by right in the CH, LI, GI and HI zoning districts. Staff proposes to change this to a use permitted upon approval of Special Use Permit to help ensure the development of any future campgrounds would be appropriate for that location. Currently, there are no campgrounds within the City limits.

Chart 1 - Deleting Uses:

- Fish hatcheries – removing this use from the CH district only. Remains as permitted use in the industrial districts.
- Petroleum refining – removing this use from Chart 1, not an appropriate use within the City limits.
- Contractor storage yards and wrecker/towing – removing both of these uses from the CH and CBD districts, and they remain as permitted uses within the industrial districts.
- Apothecaries, bank main offices, delicatessens, dry cleaning pick-up stations, photo finishing, towing, video rentals, and wholesale establishments – removed from the Chart 1 because they were combined with another use listed in the chart and/or were no longer relevant.

Chart 1 – Endnotes:

- Revise Note #1 regarding accessory dwelling units to include the CM, CM-R, and CM-RS-8 zones, consistent with the proposed Chart 1 revisions.
- Revise Note #3 to include references to motor vehicle rental, in addition to motor vehicle sales, consistent with the proposed Chart 1 revisions.

In addition to Chart 1, staff is proposing text changes to both *Section 9(D)(2)(ffff): Motor Vehicle Sales (automobile) Additional Standards* and *Chart 4* that correspond to the proposed changes proposed to Chart 1. A summary of these key changes is below:

Section 9(D)(2)(ffff): Motor Vehicle Sales (automobile) additional standards (not currently included in text):

- Include the text references to motor vehicle rental, in addition to motor vehicle sales, consistent with the proposed revisions to Chart 1 and Chart 1 endnotes.

Chart 4 - New Uses (not currently in Chart 4):

- Payday loan, title loan, or check-cashing service: 1 for each 300 square feet of floor area. Or 5 spaces, whichever is greater.
- Plasma donation center: 1 for each 200 square feet of floor area. Or 5 spaces, whichever is greater.

Chart 4 - Existing Uses:

- Public Assembly: Revise this use in Chart 4 to “Group Assembly” instead to match the language used in Chart 1.

Staff recommendation:

Staff is recommending the Zoning Ordinance amendment for text changes for the following reasons:

1. The purpose of the amendment is to clarify several of the uses, address any gaps regarding uses in some of the zoning districts, and remove and/or combine some of the land uses to be more relevant for current zoning practices.
2. The proposed zoning text amendment will minimize confusion by eliminating inconsistencies and out-of-date uses, thus improving customer service.
3. The proposed zoning text amendment will maintain consistency with the general purpose of the Zoning Ordinance and will not conflict with any state and federal laws.

Action needed:

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

X = Use permitted by right.
S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

[illegible]

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³	ZONING DISTRICTS																												
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P			
Amusements, Commercial Indoor															X	X	X	X	X	X	X					S			
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X					S	S		
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S								
Animal Grooming Facility															X	X	X		X	X	X								
Antique Mall															X	X	X	X	X	X	X								
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X		X						
Apothecaries (pharmaceuticals only)												X	X	X	X	X	X	X	X	X	X	X	X	X					
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X		X			X			
Automotive Repair ¹²																X	X		X	X	X								
Bakery, Retail														X	X	X	X	X	X	X	X								
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X								
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X								
Bank, Main Office																X	X	X	X	X	X								
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X		X						
Beer, Packaged														X	X			X	X	X	X								
Boat Rental, Sales, or Repair																X				X	X								
Book or Card Shop												X	X	X	X	X	X	X	X	X	X		X						
Brewery, Artisan ²⁹														X	X	X		X	X	X	X								
Brewery, Micro ²⁹																X		X	X	X	X								
Brewpub ³⁰														X	X	X	X	X	X	X	X								
Business School												X	X		X	X	X	X	X	X	X								
Business and Communication Service												X	X	X	X	X	X	X	X	X	X								
Campground, Travel-Trailer Park																S			S	S	S								
Carnivals																S			S	S	S					S			
Catering Establishment												X	X	X	X	X	X	X	X	X	X		X						
Clothing Store														X	X	X	X	X	X	X	X								
Coffee, Food, or Beverage Kiosk														X	X	X	X		X	X	X								
Commercial Center														X	X	X	X		X	X	X								
Convenience Sales and Service, maximum 5,000 sq. ft. floor area														X	X	X	X	X	X	X	X								
Crematory																			S	S	S								
Delicatessen														X	X	X	X	X	X	X	X								

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

X = Use permitted by right.
S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 1, 2022

6:00 PM

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chairman
Jami Averwater
Rick LaLance
Warren Russell
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the May 4, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the May 4, 2022 Planning Commission meeting; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 1, 2022

4. Public Hearings and Recommendations to City Council:

Zoning Ordinance Amendment [2022-803] regarding amendments to Section 2, Section 9, Chart 1, and Chart 4 pertaining to uses permitted, City of Murfreesboro Planning Department applicant.

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

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

There being no further discussion, Mr. Rick LaLance moved to approve the Zoning Ordinance amendment subject to Staff deleting the “medical clinic use,” as presented, from Chart 1 prior to City Council’s consideration of this amendment; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Shawn Wright

Nay: None

Zoning application [2022-404] for approximately 1.5 acres located at 915 Haynes Drive to be rezoned from RS-15 to PRD (Beau Monde PRD), Blue Sky Construction applicant.

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

ORDINANCE 22-O-20 amending Murfreesboro City Code Appendix A, Zoning, Chart 1, Chart 1 Endnotes, Chart 4, and Section 9 pertaining to uses permitted, City of Murfreesboro Planning Department, applicant [2022-803].

WHEREAS, the City desires to clarify several of the permitted uses, address any gaps regarding uses in some zoning districts and remove and/or combine some the land uses to be more relevant for current zoning practices.

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

SECTION 1. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 1.

SECTION 2. Appendix A, Chart 1 Endnotes, of the Murfreesboro City Code is hereby amended at Endnotes 1 and 3 by deleting in their entirety and substituting in lieu thereof the following:

- 1. In the OG-R, OG, CL, CF, CH, MU, CBD, H-I, G-I, L-I, CM, CM-R, and CM-RS-8 zones a single dwelling unit shall be permitted as an accessory use in conjunction with a commercial or industrial use if such dwelling unit is attached to or located within the commercial or industrial building and is occupied by an employee of the business establishment occupying the commercial or industrial building.
- 3. Motor Vehicle Sales and/or Rentals (Automobile) shall be subject to the following additional standards:
 - (a) each lot used for automobile sales and/or rentals shall include a principal structure designed and constructed in accordance with the provisions of this article and all other applicable regulations and codes;
 - (b) in addition to meeting the minimum parking required in Chart 4 of this article, supplementary parking spaces meeting the following requirements shall be provided for customers, employees, and service vehicles:
 - (1) customer parking shall be clearly designated via signage and striping and shall be provided at the following minimum ratios:

Total number of vehicles on sales/rental lot	Minimum number of customer parking spaces required
0-25	2
25-50	3
51-75	4
76-100	5
101-150	6
151-200	7
201-250	8
251 or more	10

- (2) one employee parking space shall be provided for each employee on the largest shift;
 - (3) one parking space shall be provided for each service vehicle;

- (4) all driveways and parking areas, including automobile storage and display areas, shall be surfaced with asphalt, concrete, or other hard dustless surface material. Bituminous surface treatments (“tar and chip”) shall not be allowed on any driveway, automobile storage area, or parking lot.
- (5) Parking and display of automobile inventory shall occur only in areas designated in the special use permit application. Driveway aisles, public right-of-way, and landscaped areas shall not be used for automobile parking or display;
- (c) automobile parts and salvage/junk automobiles shall not be stored on any outdoors portion of the site;
- (d) all automobiles visible from the public right-of-way or lying adjacent to any area zoned for residential uses shall be operational;
- (e) tents and other temporary or accessory structures shall not be erected on the site except in accordance with the provisions of this article (Appendix A: Zoning);
- (f) outdoor sound amplification shall not be allowed;
- (g) the following landscape buffers shall apply to automobile sales and/or rental lots lying adjacent to residential, mixed use, and office zoning districts:

Adjacent Zoning	Buffer Required
RS-15, RS-12, RS-10, RS-8, RS-4, R-D, RM-12, RM-16, RS-A, R-MO, MU, OG-R	Type E
OG, CU, P, CBD	Type D

- (h) all loading and unloading of automobiles shall be accomplished on-site. Automobile loading, unloading, staging, and maneuvering shall not be permitted within any public right-of-way. Loading/unloading areas shall be provided as follows:
 - (1) each site used for automobile sales and/or rental shall provide a loading/unloading area of 150 feet in length by 25 feet in width;
 - (2) the required loading/unloading area shall not block or utilize any portion of the designated customer, employee, or service vehicle parking area(s) or any internal driveway as required by Section 26 of this article (Appendix A: Zoning);
- (i) fencing may be constructed in automobile inventory areas, provided that such fencing meets the following standards:
 - (1) no barbed wire or razor wire shall be permitted;
 - (2) chain-link fencing shall be plastic coated with black or green coating; and
 - (3) chain-link fencing shall not be allowed along the perimeter of any automobile storage area lying adjacent to a public right-of-way;
- (j) automobile service bays and overhead service area doors shall not be visible from any public right-of-way;
- (k) mechanical and other automobile services shall not be performed within 100 feet of any property zoned for residential use, regardless of any lesser minimum building setbacks;
- (l) hours of operation shall be limited to “daytime hours” as defined in the Murfreesboro Noise Control Ordinance;
- (m) if a site plan is required by Section 7 of this article (Appendix A - Zoning), the applicant shall provide a site plan showing all proposed structures,

parking areas, automobile storage areas, landscaped areas, buffers, delivery/loading areas, and fencing. The site plan shall also indicate the maximum number of for-sale, for-rent, and/or for-lease automobiles that can be accommodated by the provided parking and storage areas; and

(n) where the requirements of this subsection exceed those of other subsections and exhibits in this article excepting Section 24, Article III, the standards set forth in this subsection shall supersede those subsections and exhibits.

SECTION 3. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended by adding the following new uses, in alphabetical order, under the Use subheading “Commercial.”

Payday loan, title loan, or check-cashing service	1 for each 300 square feet of floor area or 5 spaces, whichever is greater
Plasma donation center	1 for each 200 square feet of floor area or 5 spaces, whichever is greater

SECTION 4. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code, is hereby amended under the Use subheading “Commercial,” by amending the following existing use to read as follows:

Public Assembly	Revise this use in Chart 4 to “Group Assembly” instead to match the language used in Chart 1.
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SECTION 5. Appendix A, Section 9, Standards for Special Permit Uses, of the Murfreesboro City Code, is hereby amended at (D)(2)(ffff) by deleting in its entirety and substituting in lieu thereof the following:

(ffff) *Motor Vehicle Sales and/or Rentals (Automobile) shall be subject to the following additional standards:*

- [1] each lot used for automobile sales and/or rentals shall include a principal structure designed and constructed in accordance with the provisions of this article (Appendix A: Zoning) and all other applicable regulations and codes;
- [2] in addition to meeting the minimum parking required in Chart 4 of this article (Appendix A: Zoning), supplementary parking spaces meeting the following requirements shall be provided for customers, employees, and service vehicles:
 - [a] customer parking shall be clearly designated via signage and striping and shall be provided at the following minimum ratios:

Total number of vehicles on sales/rental lot	Minimum number of customer parking spaces required
0-25	2
25-50	3
51-75	4
76-100	5
101-150	6

151-200	7
201-250	8
251 or more	10

- [b] one employee parking space shall be provided for each employee on the largest shift;
- [c] one parking space shall be provided for each service vehicle;
- [d] all driveways and parking areas, including automobile storage and display areas, shall be surfaced with asphalt, concrete, or other hard dustless surface material. Bituminous surface treatments (“tar and chip”) shall not be allowed on any driveway, automobile storage area, or parking lot.
- [e] Parking and display of automobile inventory shall occur only in areas designated in the special use permit application. Driveway aisles, public right-of-way, and landscaped areas shall not be used for automobile parking or display;
- [3] automobile parts and salvage/junk automobiles shall not be stored on any outdoors portion of the site;
- [4] all automobiles visible from the public right-of-way or lying adjacent to any area zoned for residential uses shall be operational;
- [5] tents and other temporary or accessory structures shall not be erected on the site except in accordance with the provisions of this article;
- [6] outdoor sound amplification shall not be allowed;
- [7] the following landscape buffers shall apply to automobile sales and/or rental lots lying adjacent to residential, mixed use, and office zoning districts:

Adjacent Zoning	Buffer Required
RS-15, RS-12, RS-10, RS-8, RS-4, R-D, RM-12, RM-16, RS-A, R-MO, MU, OG-R	Type E
OG, CU, P, CBD	Type D

- [8] all loading and unloading of automobiles shall be accomplished on-site. Automobile loading, unloading, staging, and maneuvering shall not be permitted within any public right-of-way. Loading/unloading areas shall be provided as follows:
 - [a] each site used for automobile sales and/or rental shall provide a loading/unloading area of 150 feet in length by 25 feet in width;
 - [b] the required loading/unloading area shall not block or utilize any portion of the designated customer, employee, or service vehicle parking area(s) or any internal driveway as required by Section 26 of this article;
- [9] fencing may be constructed in automobile inventory areas, provided that such fencing meets the following standards:
 - [a] no barbed wire or razor wire shall be permitted;
 - [b] chain-link fencing shall be plastic coated with black or green coating; and
 - [c] chain-link fencing shall not be allowed along the perimeter of any automobile storage area lying adjacent to a public right-of-way;
- [10] automobile service bays and overhead service area doors shall not be visible from any public right-of-way;
- [11] mechanical and other automobile services shall not be performed within 100 feet of any property zoned for residential use, regardless of any lesser minimum building setbacks;
- [12] hours of operation shall be limited to “daytime hours” as defined in the Murfreesboro Noise Control Ordinance;

- [13] the applicant shall provide a site plan showing all proposed structures, parking areas, automobile storage areas, landscaped areas, buffers, delivery/loading areas, and fencing. The site plan shall also indicate the maximum number of for-sale, for-rent, and/or for-lease automobiles that can be accommodated by the provided parking and storage areas;
- [14] where the requirements of this subsection exceed those of other subsections and exhibits in this article (Appendix A: Zoning), excepting Section 24 Article III, the standards set forth in this subsection shall supersede those subsections and exhibits; and
- [15] the Board of Zoning Appeals may require additional standards to ensure the compatibility of the automobile sales lot with other properties in the vicinity.

SECTION 6. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

SEAL

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³	ZONING DISTRICTS																									
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P
Amusements, Commercial Indoor															X	X	X	X	X	X	X				S	
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X				S	S
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S					
Animal Grooming Facility															X	X	X		X	X	X					
Antique Mall															X	X	X	X	X	X	X					
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X		X			
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X		X		X	
Automotive Repair ¹²																X	X		X	X	X					
Bakery, Retail														X	X	X	X	X	X	X	X					
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X					
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X					
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X		X			
Beer, Packaged														X	X	X		X	X	X	X					
Boat Rental, Sales, or Repair																			X	X	X					
Book or Card Shop												X	X	X	X	X	X	X	X	X	X		X			
Brewery, Artisan ²⁹														X	X	X		X	X	X	X					
Brewery, Micro ²⁹																X		X	X	X	X					
Brewpub ³⁰														X	X	X	X	X	X	X	X					
Business School												X	X		X	X	X	X	X	X	X					
Business and Communication Service												X	X	X	X	X	X	X	X	X	X					
Campground, Travel-Trailer Park																S			S	S	S					
Carnivals																S			S	S	S					S
Catering Establishment												X	X	X	X	X	X	X	X	X	X		X			
Clothing Store														X	X	X	X	X	X	X	X					
Coffee, Food, or Beverage Kiosk														X	X	X	X		X	X	X					
Commercial Center														X	X	X	X		X	X	X					
Convenience Sales and Service, maximum 5,000 sq. ft. floor area														X	X	X	X	X	X	X	X					
Crematory																			S	S	S					

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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USES PERMITTED ³	ZONING DISTRICTS																													
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P				
Veterinary Hospital																X	X		X	X	X									
Vehicle Sales, Rental (Non-Motorized)																X	X		X	X	X									
Vehicle Wash														X		X			X	X	X									
Wholesaling, Wholesale Establishments																X		X	X	X	X									
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Wireless Telecommunications Towers, Antennas ¹⁷	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Wrecker/Towing Service, Wrecker Storage Yard ¹²																			X	X	X									
INDUSTRIAL																														
Manufacture, Storage, Distribution of:																														
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Automobile Parts and Components Manufacture																			X	X										
Automobile Seats Manufacture																			X	X										
Bakery Goods, Candy																			X	X	X									
Boat Manufacture																			X	X										
Bottling Works																			X	X	X									
Brewery ²⁰																			X	X	X									
Canned Goods																			X	X										
Chemicals																			X											
Composting Facility																			S							S				
Contractor's Storage, Indoor																X		X	X	X	X									
Contractor's Yard or Storage, Outdoor																			X	X	X									
Cosmetics																			X	X	X									
Custom Wood Products																		X	X	X	X									
Distillery ²⁰																			X	X	X									
Electrical or Electronic Equipment, Appliances, and Instruments																			X	X	X									
Fabricated Metal Products and Machinery																			X	X	X									
Fertilizer																			X											
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																			X	X	X									
Furniture and Fixtures																			X	X										

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X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Outside the City Sewer Request – 3905 Ashley Drive

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 approve outside the City sewer service at 3905 Ashley Drive.

Staff Recommendation

Approve the outside the City sewer request.

The Planning Commission voted to recommend approval on July 13, 2022.

Background Information

In this request [2022-506], Council is being asked to consider approving outside the City sewer service at 3905 Ashley Drive, which is located at the southeast corner of Yeargan Road and Ashley Drive. It is a 1-acre lot in the unincorporated County developed with one residence. The septic tank experienced a failure in late 2021. The owner has not been able to live in the structure since early January 2022 as her septic tank has not been able to be repaired. A letter from a septic service is attached stating that the existing septic system is unlikely to be made functional again due to drainage issues on the property. A letter from the Tennessee Department of Environment and Conservation is also attached urging the owner to connect to City sewer.

The Magnolia Grove Subdivision is located to the north of the subject property across Yeargan Road, and sanitary sewer is in the process of being extended southward to Yeargan Road as a part of this development. After review, both MWRD and Planning Staff determined that this was a good candidate for approval as an outside the City sewer customer. The owner is aware that she will be responsible for working with the developer of Magnolia Grove and for paying for the extension of sewer to her house. At its June 15, 2022 regular meeting, the Planning Commission voted to study the property for annexation. At the July 13, 2022 regular meeting, the Planning Commission held a public hearing on the annexation but then voted to recommend serving the property as an outside the City sewer customer instead of annexing it due to difficulties providing fire protection and solid waste services in the near term.

Council Priorities Served

Establish Strong City Brand

Approving this property as an outside the City sewer customer will demonstrate the

City's commitment to customer service, as it will be an important step in allowing the applicant to make her house livable once again.

Expand Infrastructure

The extension of sanitary sewer to this residence will address a public health concern with the failing septic tank on this property.

Attachments:

1. Staff comments from July 13, 2022 Planning Commission meeting
2. Maps of 3905 Ashley Drive
3. Letter from TDEC
4. Letter from Shamrock Septic Services

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 13, 2022
PROJECT PLANNER: MARINA RUSH**

4.a. Annexation petition and plan of services [2022-506] or request for service as an outside the City sewer customer for approximately 1.0 acre located at 3905 Ashley Drive, Kasie Nunley owner.

The subject property is located at 3905 Ashley Drive, along the south side of Yeargan Road and south of the Magnolia Grove Subdivision. It is one (1.0) acre in size and is currently developed with a single-family residence. The annexation study area does not include right-of-way because Yeargan Road is currently within the city limits. The property is within the City of Murfreesboro's Urban Growth Boundary. It is contiguous with the existing City limits along the north property line. The property tax map number is:

- Tax Map 124P, Group A, Parcel 01.00

The applicant has filed a petition for annexation in order to request City sanitary sewer to her property because her septic system has failed and is not repairable. The applicant has submitted documentation demonstrating the permanent failure and it is attached to this staff report for reference. In this case, City sewer service is located in the Magnolia Grove Subdivision and it can be extended to the subject property. Extension of the sewer will be the responsibility and at the cost of the applicant.

Serving the property with City sewer promotes the health, safety, and welfare of the community, as it will aid with the above site condition. If recommended for approval by the Planning Commission as an outside the City sewer customer, the request would be forwarded to the City Council for their consideration and action.

Plan of Services

Staff has prepared a Plan of Services for the proposed annexation to study annexation of the property in its current state with one residence, and it is attached to this staff report for the Planning Commission's review. Of note, the following City services to the subject property would be impacted until the Magnolia Grove subdivision to the north is completed:

- Solid Waste Department: solid waste collection truck would need to travel approximately five miles out of the way in order to service the Ashley Drive property.
- Murfreesboro Fire Rescue Department: MFRD can provide first responder and fire protection services, but initially will need the assistance of the Rutherford County Fire and Rescue Department regarding water availability to the property. As such, the property would not receive ISO Class 1 fire service until the Magnolia Grove residential subdivision to the north is developed and water availability will be improved.
- Engineering: Public drainage facility within Yeargan Road is the responsibility of the City and drainage improvements are proposed with the Magnolia Grove development. However, there is not a completion date in the foreseeable future for this subdivision.

Upon annexation, the remaining City services can be provided to the study area.

2035 Murfreesboro Comprehensive Plan – Future Land Use Map

The proposed update to the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM) identifies the subject property and surrounding area south of Yeargan Road as outside the proposed infill service area and proposed designation as “Future Study Area.” For reference, the Future Study Area is the unincorporated areas of Rutherford County that are within the City’s Urban Growth Boundary, but outside the infill service line. The proposed infill service area line, where it’s drawn on the FLUM, is intended to help encourage orderly, planned, and sustainable city growth for the purpose of providing and planning for city services. Adjacent properties along the south side of Yeargan Road are also identified as “Future Study Area.”

The current FLUM identifies the subject property, as well as all the properties along and south of Yeargan Road as Suburban Residential land use designation, residential lot sizes ranging from RS-10 to RS-15.

Staff Recommendation:

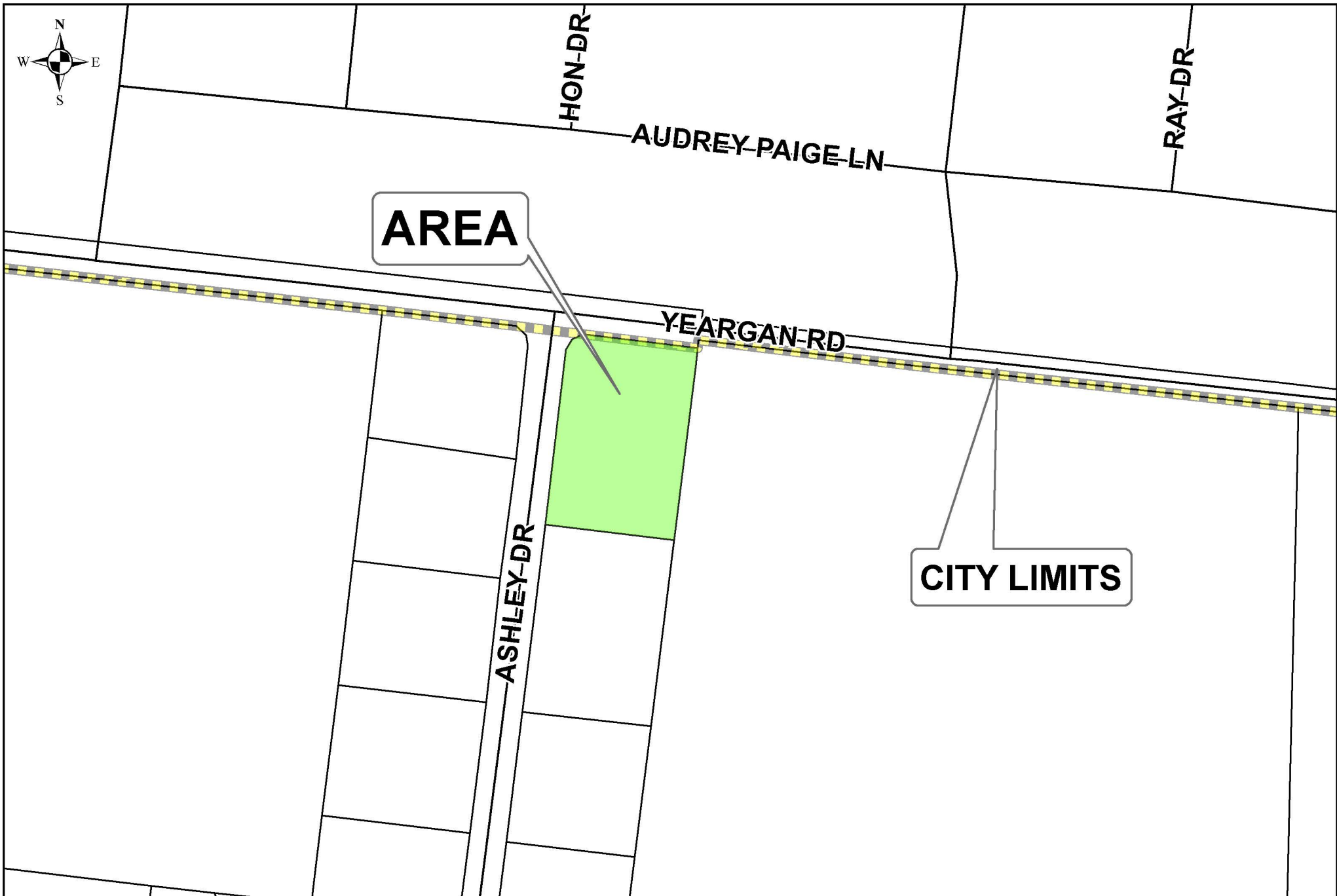
Staff recommends approving the property for outside the City sewer customer service and not for annexation for the following reasons:

1. Provide sewer service to the subject property outside the City limits due to the public health, safety and welfare issue because the property’s septic system has failed and is unrepairable.

2. Drainage along Yeargan Road will not be improved until the Magnolia Grove residential subdivision is developed.
3. MFRD for fire protection services will need the assistance of the Rutherford County Fire and Rescue Department regarding water availability to the property. As such, the property would not receive ISO Class 1 fire service until the Magnolia Grove residential subdivision to the north is developed and water availability will be improved.
4. Solid Waste services would be difficult to provide to the subject property because until the Magnolia Grove residential subdivision is developed, the collection truck would need to travel approximately five miles out of the way in order to service the Ashley Drive property.
5. The subject property is located outside of the proposed 2035 Future Land Use Map infill service area line.

Action Needed:

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



**Annexation or Outside the City Sewer Service
For Property Located at 3905 Ashley Drive**



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



**Annexation or Outside the City Sewer Service
For Property Located at 3905 Ashley Drive**

0 65 130 260 390 520 Feet

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



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
711 R.S. Gass Blvd
Nashville, TN 37243-1532
Phone: 615-687-7000 Fax: 615-687-7078

May 27, 2022

CERTIFIED MAIL 7019 1640 0001 1489 1385
RETURN RECEIPT REQUESTED

Ms. Kasie Nunley
3905 Ashley Drive
Murfreesboro, TN 37128

Re: 3905 Ashley Drive, Murfreesboro, TN

NOTICE OF VIOLATION

Dear Ms. Nunley:

A representative from the Tennessee Department of Environment and Conservation, Division of Water Resources, has reported a malfunction of the subsurface sewage disposal system (SSDS) located at 3905 Ashley Drive in Rutherford County, Tennessee

This malfunction constitutes a violation of the Tennessee Subsurface Sewage Disposal System Law 68-221-401—418 et seq. Tennessee Code Annotated Section 68-221-406(a)(7) and regulations promulgated pursuant thereto, Rule 0400-48-01-.13(1) and (2) states; (1) "It is the property owner's responsibility to maintain the system in a safe and sanitary manner" and (2) "Should the system malfunction, the commissioner shall issue, in writing, a maximum thirty (30) day notice to the owner requiring repair, replacement, or improvement of the system.

Regulations to Govern Subsurface Sewage Disposal Systems, Rule 400-48-01-.06 (2) states: " The Commissioner shall refuse to grant a permit for the construction of subsurface sewage disposal system where there is an accessible public sewage system." The local Water Resources representative from the Rutherford County Department of Environment and Conservation reports that public sewer is available from the City of Murfreesboro. In order to correct the existing violation, you are advised to make application with the City of Murfreesboro to connect the facility to public sewer. Failure to make application within thirty (30) days upon receipt of this letter will result in court action.

Ms. Kasie Nunley
May 27, 2022
Page 2

If there are factors regarding this matter that need discussion, you may contact me at 615-687-7000, or Mandy Bolzman, the local Division of Water Resources representative at 615- 762-5153.

Sincerely:

A handwritten signature in blue ink, reading "Timmy Jennette". The signature is fluid and cursive, with the first name "Timmy" and last name "Jennette" clearly distinguishable.

Timmy Jennette
Nashville Environmental Field Office Manager
Division of Water Resources

Shamrock Septic Services

250 Gatemouth Ln., Auburntown, TN 37016

(615) 895 - 1535 - ShamrockSepticService@gmail.com

May 30, 2022

Kasie Nunley

3905 Ashley Dr.

Murfreesboro, TN 37128

Re: Onsite Wastewater Treatment System

Dear Kasie,

As requested, this is the written report of the septic tank of the onsite wastewater treatment system at 3905 Ashley Dr., Murfreesboro, Tennessee.

The property in question has had significant septic problems this past winter. We first visited your property on December 27, 2021. There was a reported clog in the drain line at the tank. We cleared the drain line, however it was noted that the water level in the tank was high and that the property had been covered with water due to rains. At that time it was noted that there was drainage problems on the Yeargan Rd. side of the property. This has caused and continues to cause the yard to be flooded with water. We made several site visits over the next couple of months. The yard continued to be flooded through out this period. Hydraulic pressure from the yard being flooded is causing the septic tank to back up to the top of the tank and into the inlet pipe to the static level of the water in the yard. This causes continued clogging in the inlet pipe, which in turn causes the system to back up into the house.

I have visited with two representatives of the Tennessee department of Environment and Conservation about the problems at your property. There does not appear to be any good alternatives for alleviating the problem outside of fixing the drainage problem on Yeargan Rd. due to the fact that the water backs up over all of your drain field. In addition, your backup soil site area is also covered with water during the rainy season. Without a fix for the drainage, my opinion is that any septic system on this site will continue to experience significant problems during the rainy season.

Should you need any further help or have any further questions regarding your onsite wastewater treatment system (septic tank), please don't hesitate to call or email us at anytime.

Sincerely,

Monty Warren

Shamrock Septic Services

TN Permit #12860

TN Permit #590

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Sewer Allocation Variance- Beasie Road – ML Rose

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"/>

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 3.0 sfu's.

Background Information

The Planning Department has conducted a due-diligence meeting for a site plan for a new ML Rose restaurant to be located on the east side of Beasie Road, north of Warrior Drive and adjacent to I-24. The property is currently zoned Light Industrial (L-I), which, per the ordinance, only allows 4.0 sfu's/acre. The property is 1.86 acres in size and thus is allowed only 7.44 sfu's. The anticipated usage is approximately 10.4 sfu's; therefore, the development will use more than the ordinance allows by approximately 2.96 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



July 7, 2022

Mr. Greg McKnight, Planning Director
Ms. Valerie Smith, Utilities
City of Murfreesboro Planning Dept
111 West Vine Street, 2nd Floor
Murfreesboro, TN 37133

RE: **ML Rose Craft Beer and Burgers
West Point Development – Lot 7
Beasie Rd
Murfreesboro, TN 37218**

Ms. Smith and Mr. McKnight,

ML Rose Restaurant is pleased to submit a variance request for sanitary sewer service connection for review and approval for the proposed construction of a new ML ROSE Restaurant. The project site is zoned LI and is Lot 7 of the West Point Development. The lot is currently an undeveloped 1.86 acre site. The site work will consist of a new 6,899 square-foot restaurant and the associated landscaping, parking, and utility connections.

The estimated sewer demand for the proposed ML Rose restaurant is 2,705 GPD. This estimate exceeds the maximum allotted capacity of 1,872 GPD based on LI zoning by **833 gallons per day**.

M.L. Rose is excited to bring an authentic local concept to Murfreesboro and provide a friendly restaurant near the greenway for people to stop and enjoy a meal. M.L. Rose aims to bring approximately 55-60 new jobs at this newly developed site, and the restaurant will contribute a new source of tax revenue to the City of Murfreesboro.

M.L. Rose currently uses high-efficiency ware washing equipment with chemical sanitizers to aid with faster wash times, as well as using glass washers to minimize water usage for smaller loads. M.L. Rose also utilizes low-flow water closet flush valves and ultra-low-flow urinal flush valves to further reduce water usage impact. We appreciate your consideration in reviewing this variance.

Should you have any additional questions or comments, please contact our office at 615-370-1779.

Respectfully Submitted,

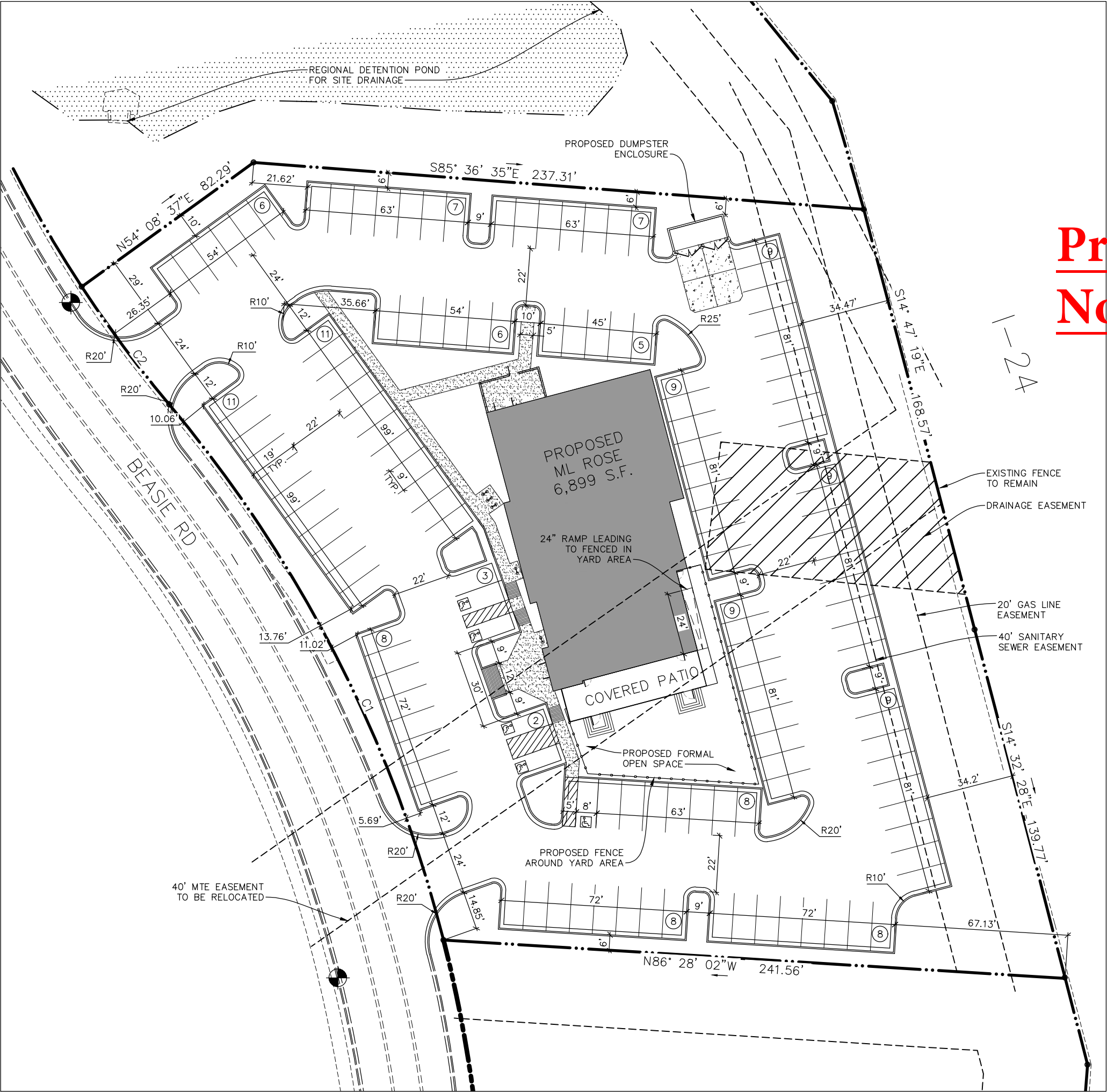
 7/7/22
Will Craig, P.E.

cc: James Craig – CEO
Debora Allegranti – Project Coordinator
Austin Ray – Owner, A. Ray Hospitality

Water Usage Data for Von Elrod's Beer Hall and Kitchen:

Read Date	Total Usage (Gals)	Irrigation Usage (Gals)	Domestic Usage (Gals)	Total Usage (GPD)	Domestic Usage (GPD)
7/1/2021	115,192	12,716	102,476	3715.87	3,305.68
8/1/2021	71,060	7,480	63,580	2292.25	2,050.97
9/1/2021	69,564	1,496	68,068	2318.80	2,268.93
9/30/2021	89,760	8,228	81,532	2992.00	2,717.73
10/31/2021	97,988	9,724	88,264	3160.90	2,847.23
11/30/2021	72,556	7,480	65,076	2418.53	2,169.20
1/31/2022	112,948	-	112,948	1812.74	1,812.74
2/28/2022	65,076	-	65,076	2324.14	2,324.14
3/31/2022	90,508	-	90,508	2919.61	2,919.61
5/1/2022	118,184	-	118,184	3812.39	3,812.39
5/31/2022	96,492	-	96,492	3216.40	3,216.40
6/30/2022	94,248	3,740	90,508	3141.60	3,016.93
AVERAGE				2843.77	2,705.16

Von Elrod's Beer Hall is a sister concept owned by Austin Ray in Nashville. Von Elrod's restaurant scope, layout of spaces, and number of seats closely matches the concept for the M.L. Rose proposed at Beasie Rd. in Murfreesboro.



SITE SUMMARY				
USE	EXISTING		PROPOSED	
	ACRES	% SITE	ACRES	% SITE
SITE AREA	1.86	100.0	1.86	100.0
BUILDING AREA	0.00	0.0	0.16	8.6
IMPERVIOUS AREA	0.00	0.0	1.14	61.3
LANDSCAPE AREA	1.86	100.0	0.56	30.1



DESIGN AND
ENGINEERING
ARCHITECTS | CIVIL AND STRUCTURAL ENGINEERS
400 Aspen Grove Dr., Suite 500, Franklin, TN 37067
Phone: 615.370.7779 www.dandeng.com

Preliminary Site Plan
Not yet approved

135 TOTAL PARKING SPACES
130 PARKING SPACES FOR CARS
5 HANDICAP PARKING SPACES
260 TOTAL RESTAURANT SEATS

A PRELIMINARY SITE PLAN FOR:
ML ROSE
MURFREESBORO, TN

130004/ST

VERSION :

F

SITE AREA :
1.86 Acres

Scale: 1" = 40'
DATE : 5/18/22



GRAPHIC SCALE



... creating a better quality of life

MEMORANDUM

DATE: July 11, 2022

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: ML Rose-Beasie Road
West Pointe - Lot 7
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 11A and per the 2021 Sewer Allocation report currently has capacity for 3180 connections. By committing sewer service to this development, Staff is determining that basin 11A's sewer connection capacity will be reduced by 1 connection, resulting in 3179 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 ML Rose is counted as one sewer connection, the single-family unit equivalency is determined to be 10.4, 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 2.96 single family units (sfu's) above the 7.44 sfu's allowed per the Ordinance. 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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Rescheduling Public Hearings

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

Rescheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Reschedule public hearings for the items below on September 22, 2022.

Background Information

During its regular meeting on April 6, 2022, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to defer action. Both items were considered under Old Business by the Planning Commission on May 18, 2022 and were recommended for approval. These items were originally scheduled for public hearings before Council to be held on July 21, 2022 but are being rescheduled because additional time is needed for Rutherford County government to review the proposed interlocal agreement required by State law for a non-contiguous annexation.

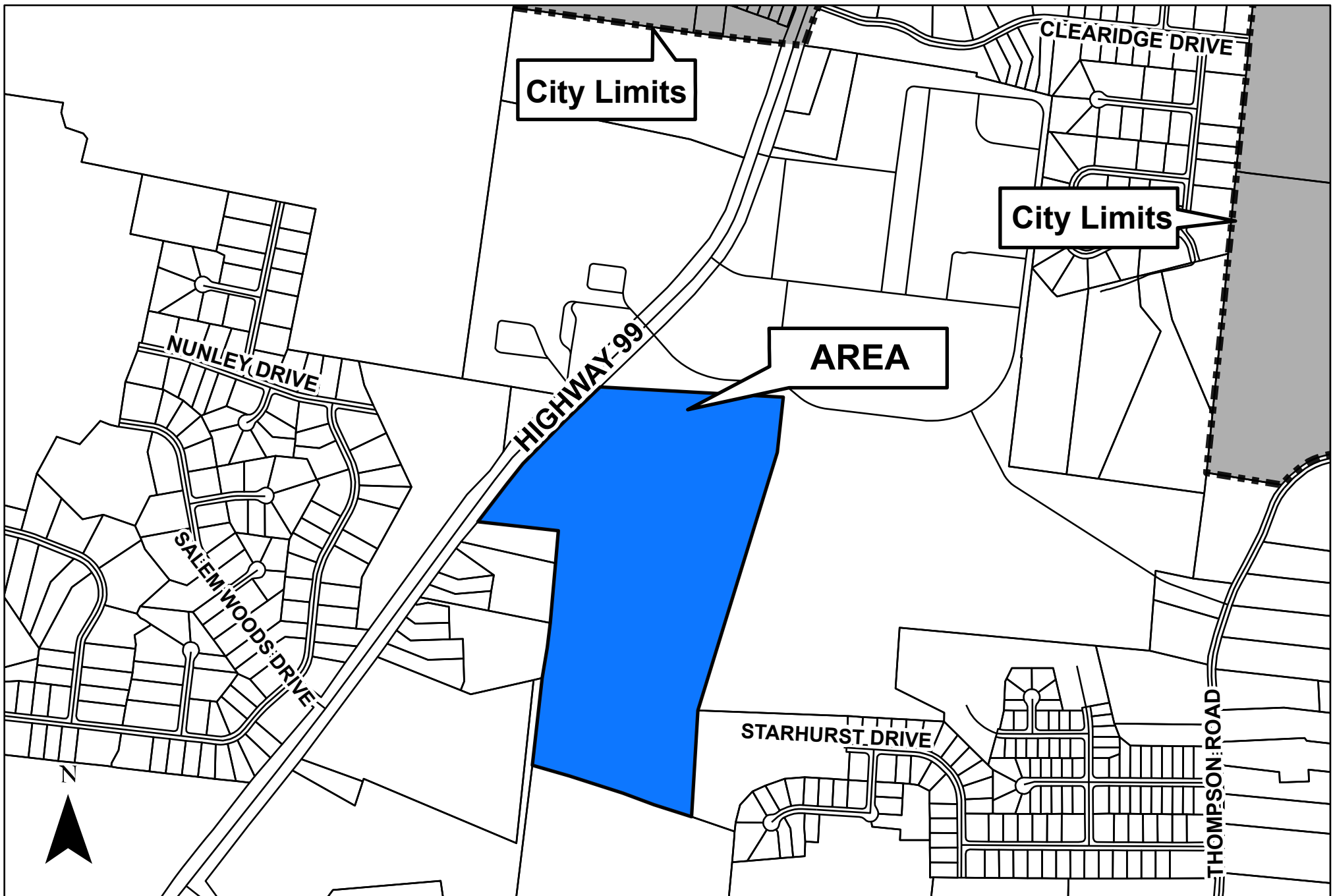
- a. Annexation petition and plan of services [2022-501] for approximately 68 acres located along Highway 99 south of Clearidge Drive, Ferrari Partners, LP applicant.
- b. Zoning application [2022-401] for approximately 68 acres located along Highway 99 south of Clearidge Drive to be zoned PRD simultaneous with annexation, Patterson Company applicant.

Fiscal Impact

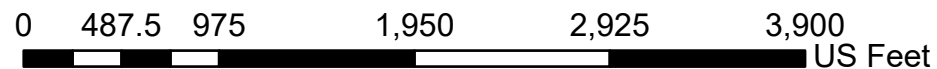
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

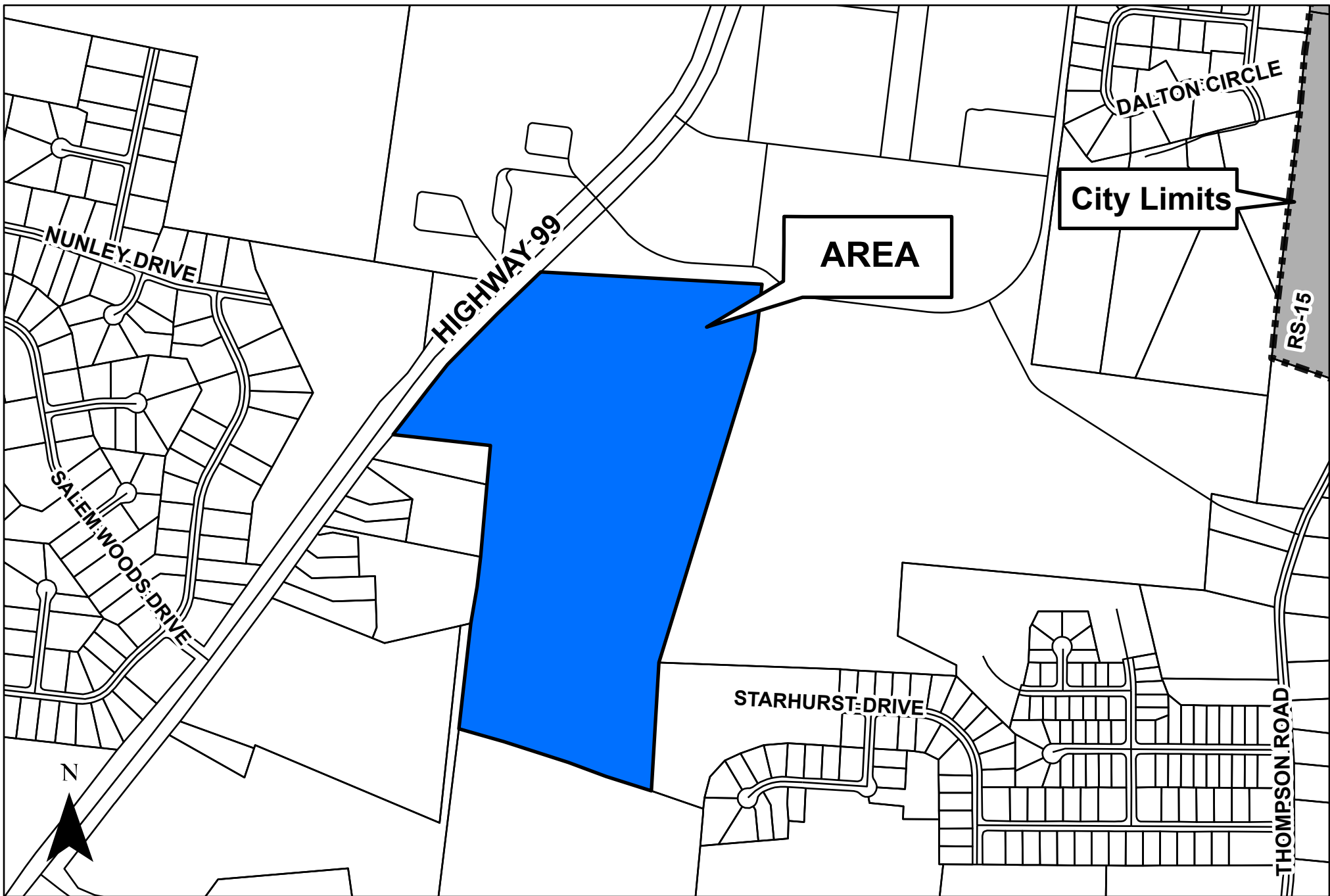
1. Map for annexation petition for approx. 68 acres located along Highway 99
2. Map for zoning application for approx. 68 acres located along Highway 99



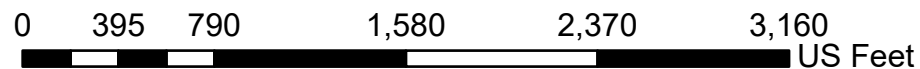
Annexation request for property along Highway 99



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



Zoning request for property along Highway 99
PRD simultaneous with Annexation



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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Planning Commission Recommendations

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearing for the items below on September 1, 2022.

Background Information

During its regular meeting on July 13, 2022, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Zoning application [2022-410] for approximately 19.5 acres to be rezoned from RS-15 to RS-8 and approximately 6.0 acres to be rezoned from RS-15 to CF located along Franklin Road, Beazer Homes applicant.
- b. Zoning application [2022-413] for approximately 10.8 acres located along Wilkinson Pike to be rezoned from RS-15, MU, GDO-1, & GDO-2 to PRD, GDO-1, & GDO-2 (Toll Brothers at Gateway PRD), Toll Brothers applicant.
- c. Annexation petition and plan of services [2021-505] for approximately 0.9 acres located along Elam Road as well as approximately 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road, Swanson Developments, LP applicant.
- d. Zoning application [2022-412] to amend the Parkway Place PID on approximately 151 acres located along Joe B Jackson Parkway and Richard Reeves Drive and to zone approximately 0.9 acres located along Elam Road to PID simultaneous with annexation, Swanson Developments, LP applicant.

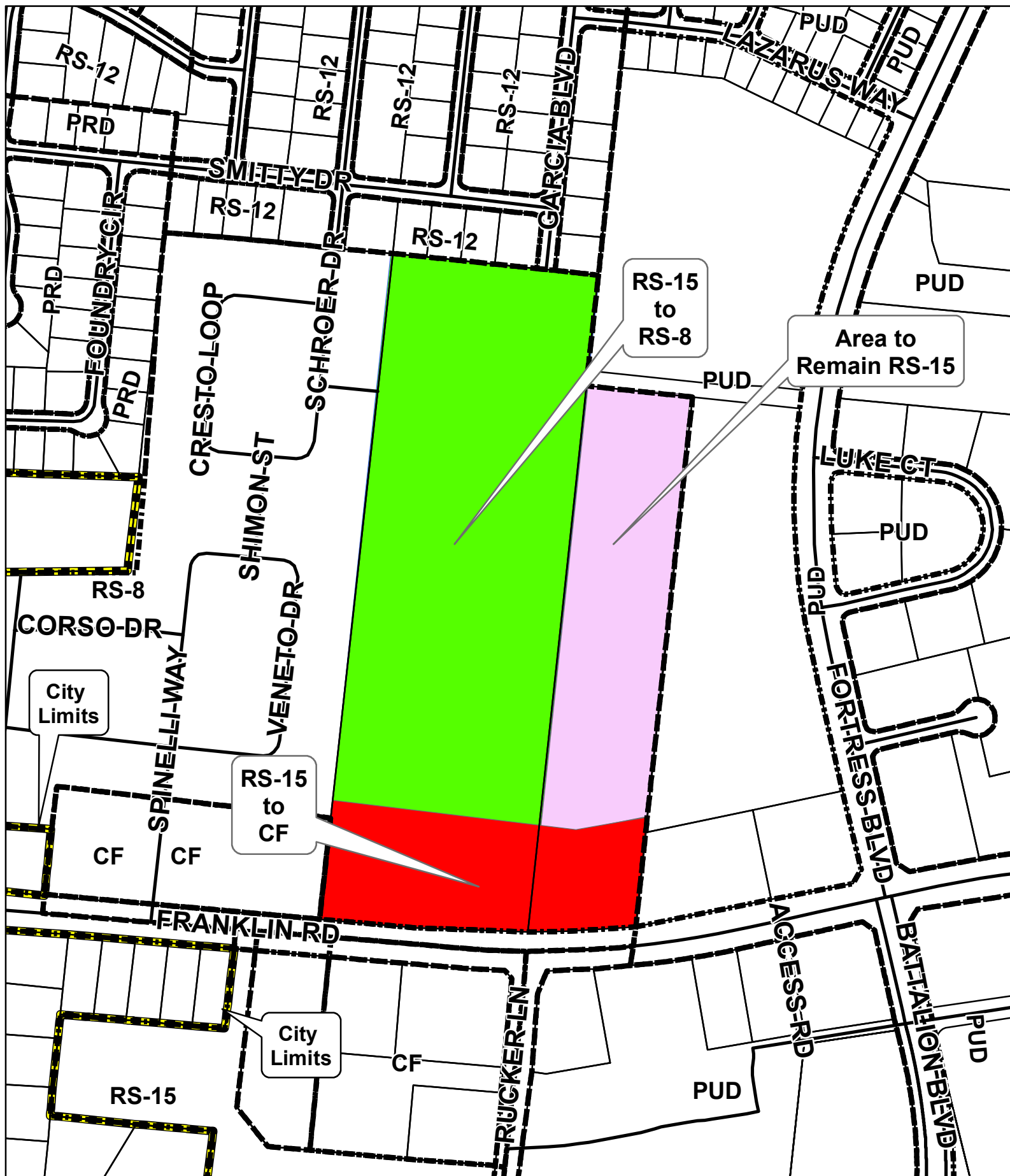
Fiscal Impact

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

Attachments:

- 1. Map for zoning application for approx. 25.5 acres located along Franklin Road

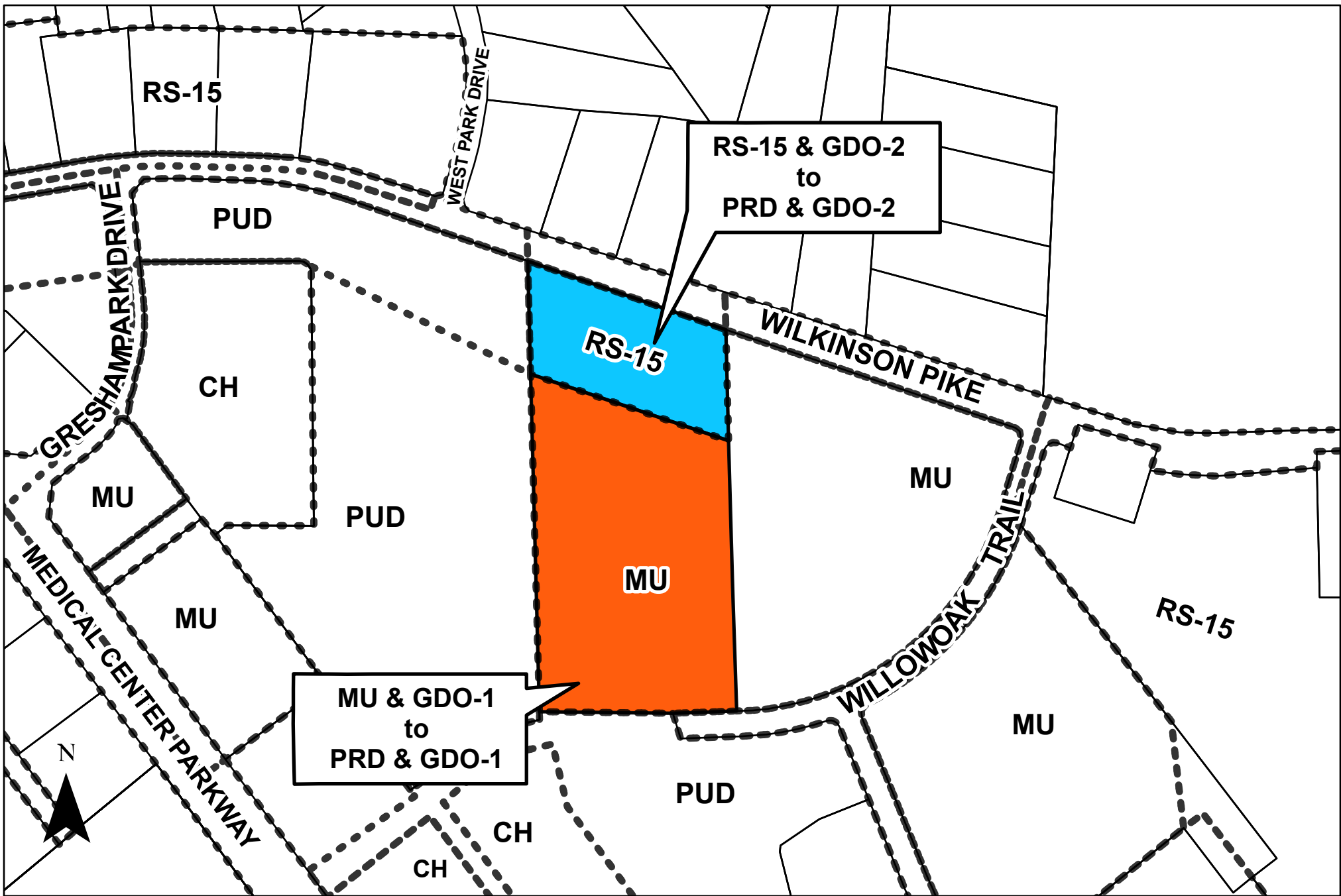
2. Map for zoning application for approx. 10.8 acres located along Wilkinson Pike
3. Map for annexation petition for approx. 0.9 acres and adjacent ROW located along Elam Road
4. Map for zoning application for approx. 151.9 acres located along Joe B Jackson Parkway and Elam Road



Rezoning request for property along Franklin Road RS-15 to RS-8 and RS-15 to CF

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

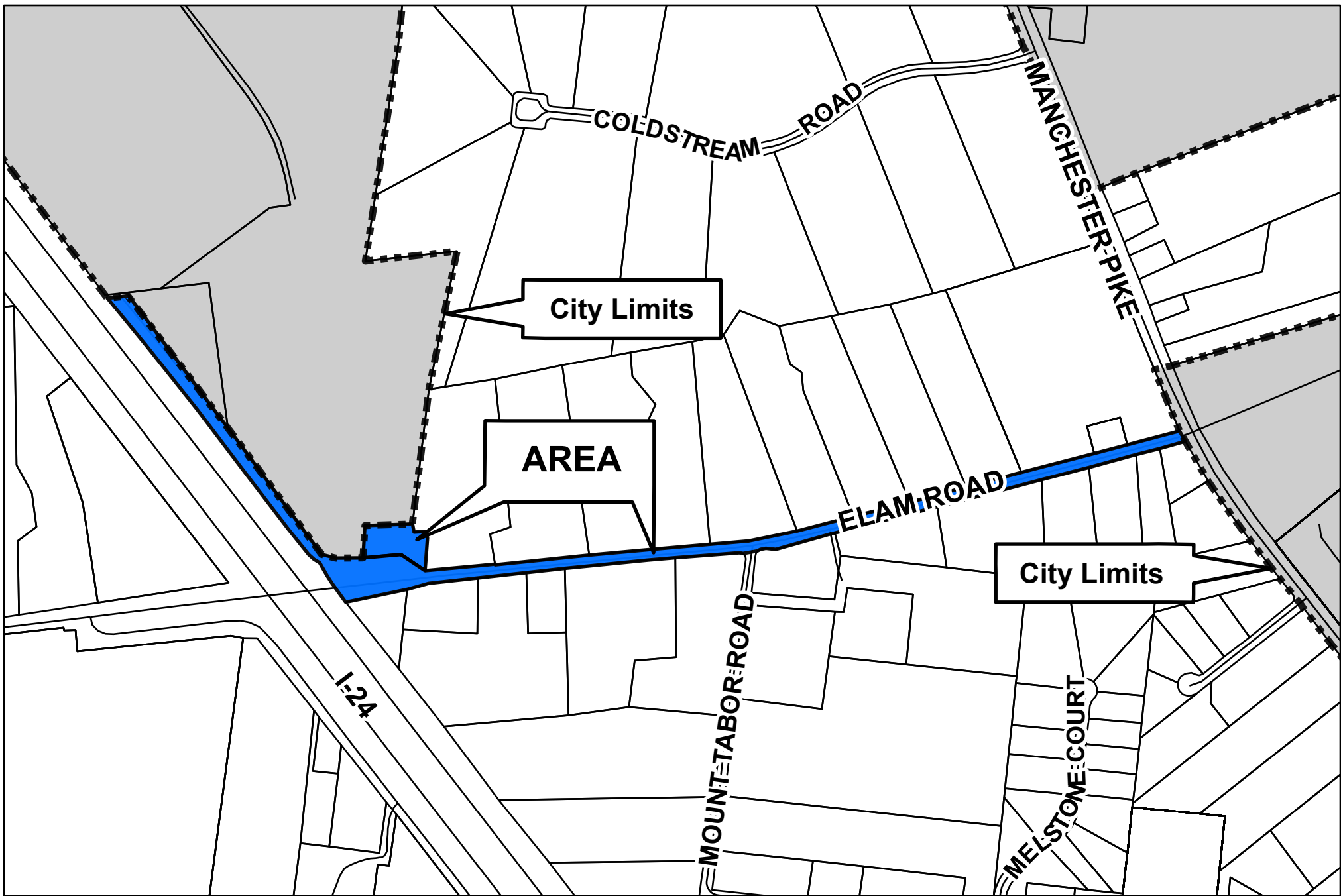
520 260 0 520 Feet



Rezoning request for property along Wilkinson Pike
RS-10 & GDO-2 to PRD & GDO-2 and
MU & GDO-1 to PRD & GDO-1 (Toll Brothers at the Gateway Center PRD)

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

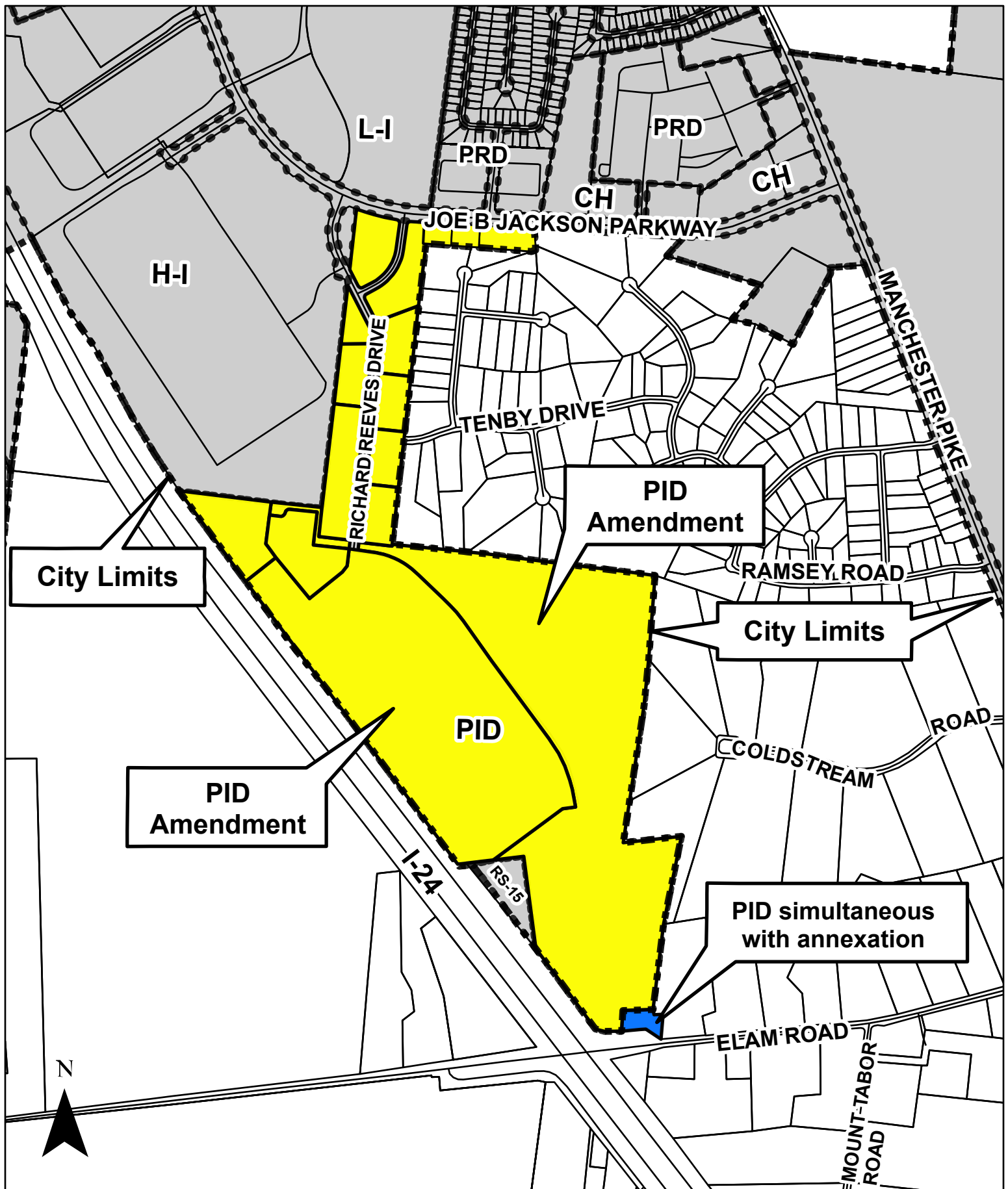




Annexation request for property and right-of-way along
Elam Road and I-24



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



Zoning request for property along Richard Reeves Drive and Elam Road
 PID Amendment (Parkway Place PID) and
 PID simultaneous with annexation



0 500 1,000 2,000 3,000
 US Feet

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

COUNCIL COMMUNICATION

Meeting Date: 07/21/22

Item Title: Community Investment Program Funds Transfer

Department: Administration

Presented by: Erin Tucker, Budget 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

Community Investment Program (CIP) funds transfers for park purchase

Background Information

Council approved the purchase of 42 acres of park land from American Battlefield Trust at the June 23, 2022, City Council meeting. The funding source for this purchase was identified as FY18 and FY21 CIP funds. A CIP transfer is required to move \$125,000 out of the land acquisition/contingency line items to the Parks – Land purchase line items in the FY18 and FY21 CIP bond issuances.

Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

CIP Funds Transfer Request – FY18 Bond and FY21 Bond



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2018 Bond / 2021 Bond

Transfer CIP funds from:

Land Acquisition/Contingency (2018) \$ (45,016.50)

Land Acquisition/Contingency (2021) \$ (79,983.50)

Transfer CIP funds to:

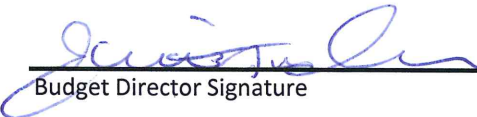
Parks - Land Purchase (2018) \$ 45,016.50

Parks - Land Purchase (2021) \$ 79,983.50


TOTAL TRANSFER \$ (125,000.00)

TOTAL TRANSFER \$ 125,000.00

Explanation: It has been requested that funds be transferred from Land Acquisition/Contingency line items
in the 2018 and 2021 Bonds to Parks - Land Purchase line item in the amount of \$125,000 for the purchase
of 42 ares of land from American Battlefield Trust for park and open space. After these transfers, there will
be \$118,612.99 remaining in the Land Acquisition/Contingency line item in the 2021 Bond.


Budget Director Signature

7-11-22
Date


Reviewed by Finance

7-13-22
Date

Approved

☒


City Manager

Declined

☐

7.13.22
Date

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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Development Agreement with Notes Live, Inc.

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

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

Summary

Development Agreement with Notes Live for development of a major restaurant and entertainment complex.

Staff Recommendation

Approve development agreement with Notes Live, Inc.

Gateway Commission recommended approval unanimously on June 22, 2022.

Background Information

Notes Live owns and operates the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Colorado Springs. These highly successful venues bring patrons and visitors from Colorado Springs and large surrounding areas to enjoy excellent food and top-tier entertainment. Notes Live is also developing an 8,000-seat outdoor venue, the Sunset Music Colosseum in Colorado Springs in close proximity to the other venues. The Sunset Music Colosseum is set to open in the Fall of 2023.

Given their degree of success in Colorado Springs, Notes Live currently has under construction another Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Gainesville, Georgia. The Gainesville location have an opening date of first question 2023.

Notes Live has selected the City as its next location for the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall. Additionally, Notes Live proposes to develop a 4,500-seat Sunset Music Colosseum on the River, replicating in a smaller scale the Colorado venue. The Colorado venue has an associated high-end restaurant concept, Roth Seafood and Chophouse and Notes Live is exploring also developing this concept with the Colosseum in Murfreesboro.

This development will be located on 18.2 acres of City land located at the southeast corner of Medical Center Parkway and Gateway Blvd. The property will be transferred to Notes Live for \$3.267m, which will be paid in equal increments over a 20-year period.

The City will have the use of 3.2 acres for City events that will provide an event area and a trailhead parking area for the eventual expansion of the Greenway Trail system along the West Fork of the Stones River, which is adjacent to the south side of the property.

Gross sales from the project are anticipated to total \$32.5m to \$40m, with an annual tax impact of approximately \$ 1.45m. The potential addition of the Roth Seafood and Chophouse restaurant may supplement those sales. From a wage standpoint, during construction, the development will support approximately 132 jobs in the engineering, architectural, and construction trades. The average wage for these positions in Rutherford County is approximately \$54,000. Once the venues are open, approximately two executive management positions will be retained in the \$100-120k per year range, 10 full-time hospitality, food and beverage, security, marketing, and event management positions averaging above the average wage for the County. Additionally, there will be 190-200 operational support positions, 40% of which will be full-time.

Notes Live is not requesting any of the typical economic development incentives. The City will transfer land for the \$3.267m purchase price stated above with a clawback of the full property value in the event of a sale or operational cession. That price for the land reflected in the Development Agreement represents a 527% return on the original price paid for the land in 1998, or an 8.7% annualized return on the City's investment. Incremental payments coupled with estimated property tax payments effectively amortize the payment structure over 11 years, equates to a 15% amortization rate. If projected direct sales taxes are included, the full payback on the purchase prices is less than three years. These projections do not include indirect sales taxes resulting from additional sales in surrounding properties, nor do the numbers include the potential of a Roth Seafood and Chophouse restaurant, both which would enhance these projected financial benefits to the City.

Over the next 10 years, the Notes Live Project is projected to have an overall economic impact of more than \$535.6m, contributing within the community wages of \$42m. The benefit to local tax base over this period is \$8.5m. Property taxes are boosted by around \$6m.

In addition to providing a top-quality amenity to City residents, the Notes Live Project enhances tourism activity. Tourism-oriented developments are beneficial because they generate tax revenue supportive of the City operating needs without placing additional burden on existing City services.

Moreover, developments in the entertainment sector have the potential to enhance a City's profile and increase the economic development activity in other sections. The announcement of the Notes Live Project has already led to serious discussion of two new hotel projects and the revival of another hotel project within the Fountains mixed-use development.

Council Priorities Served*Improve economic development*

Economic development projects bring an overall benefit to the community and some economic development projects enhance the City's development profile, which attracts additional beneficial economic development.

Establish strong City brand

Development of entertainment and restaurant venues is an amenity for the community and adds to the City's brand.

Fiscal Impact

The proposed agreement is project to provide an annual economic impact of approximately \$1.6m.

Attachments

Development Agreement with Notes Live, Inc.

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”), by and between the City of Murfreesboro (“City”) and Notes Live, Inc., a Colorado corporation (“Notes Live”), is effective as of _____, 2022 (the “Effective Date”) for the purpose of directing the development of land owned by the City on Medical Center Parkway and Gateway Blvd with a specific economic development project detailed herein.

Recitals

- A. The City owns an 18.2-acre parcel of land located South of Medical Center Parkway and East of Gateway Boulevard, Rutherford County Assessor’s Parcel Number 091H-B-00500, (the “Property”).
- B. Notes Live has evaluated many potential sites for an entry into the Middle Tennessee market with its Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, and Sunset Music Colosseum concepts and associated parking facilities (the “Notes Live Venues”) and believes that the Property offers the best site for development of the Notes Live Venues.
- C. Notes Live Venues are proven concepts that will provide economic benefit to the community through an approximate \$30 million private investment creating employment and entertainment opportunities, enhancing private and governmental revenues, and serving as a catalyst for further economic development activities.
- D. Notes Live Venues will be part of the entertainment, hospitality, and tourism industries that are important components of the Nashville area and Middle Tennessee, and which will benefit Murfreesboro and Rutherford County by providing enhanced lifestyle amenities along with significant economic benefits that are consistent with the City efforts to increase these types of development by considering and planning an amphitheater facility within the City. The Notes Live Venues allows the City to secure this type of facility, along with other beneficial aspects of the proposed development and the associated broadcast media and will have a significant increase in the local economy thus enhancing the general welfare of the public.

Agreement

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Project

- 1.1 The development project subject to this Agreement will consist of the Notes Live Venues, which are generally described as follows (“Project”):
 - a. Bourbon Brothers Smokehouse and Tavern (“BBST”) will be a full-service restaurant with seating for approximately 300 patrons and which will include a high-quality tasting room, rooftop patio, and a large integrated outdoor patio hosting area with outdoor fireplaces.
 - b. Bourbon Brothers Presents/Boot Barn Hall (“BBP”) will be an indoor music and event venue booking national touring artists as well as upcoming artists and local performers. It will be designed to handle approximately 500 patrons for fully seated

- events with 8-top tables and approximately 900 patrons in general admission style configurations.
- c. The Sunset Music Colosseum on the River (“SMC”) will be an open-air amphitheater facing the Stones River and Old Fort Golf Course, with 4,500 stadium-style seats, casual lawn seating, and 45 VIP Fire-pit Suites and seating for up to eight guests. SMC will be designed to be among the top open-air venues in the country, capable of hosting larger national touring acts from April through October.
 - d. A parking lot adequate to park SMC and serve the parking requirements of BBP, and which may incorporate offsite parking necessary to provide sufficient parking for these venues (“Shared Parking Facility”).
 - e. Infrastructure improvements required for development and use of the Project as set forth below.
 - f. In addition to constructing BBST, BBP, and SMC as provided herein, Notes Live may, in its sole discretion, also construct a Roth Seafood and Chophouse as a component of the SMC, which will be subject to the City review and approval otherwise provided herein and to adequate parking therefore being constructed.
- 1.2 The Project will be designed and constructed contemporaneously as an integrated, comprehensive, and coordinated development consistent with the Gateway Development Overlay Standards, Gateway Property Owners’ Design Standard, and substantially consistent with the Project Concept Plans, the latter of which is attached as Exhibit A.

2. The Property

- 2.1 The City, in its discretion, may cause the Property to be subdivided into two parcels approximately as shown on Exhibit B.
- a. Lot 1, which will be approximately 15 acres, upon which Notes Live will construct all components of the Project.
 - b. Lot 2, approximately 3.2 acres, upon which Notes Live will construct the Shared Parking Facility.
- 2.2 Notes Live will survey and define Lot 1 and Lot 2 in accordance with the final design of the Project, and the City will create a Plat Map reflecting a delineation of the Property substantially as set forth on Exhibit B attached hereto (the “Plat”); provided, however, that the City and Notes Live may agree to create a demising line for Lot 2 without a required survey and replating.
- b. After Notes Live submits and receives approval of a site plan from the City and the re-subdivided plat, if any, is approved, the City will convey Lot 1 and Lot 2 to Notes Live in exchange for the Purchase Obligation, as defined below.
 - c. The City and Notes Live will enter into contemporaneously with this Agreement an agreement that defines the development and use of Lot 2 for the Shared Parking Facility attached hereto as Exhibit C (“Use Agreement”).

- 2.3 Transfer of the Property will occur at the Office of Rick Mansfield, Attorney, 110 S. Maple Street, Murfreesboro TN 37130, or at such other place to which the Parties may agree, on or before the date 90 days after completion of the final Plat, at which time:
- a. the City will execute and record an appropriate re-subdivision plat of the Property;
 - b. the City will deliver an acceptable Special Warranty Deed to Lot 1 and Lot 2 without liens, encumbrances or, except as approved by Notes Live, other title exceptions;
 - c. the parties will execute and deliver the Use Agreement with respect to Lot 2.
 - d. each Party will execute other reasonably required documents or assurances normally required for a commercial real estate closing in Rutherford County, Tennessee
- 2.4 Notes Live will be solely responsible for any Title Commitment or Title Insurance Policy it may elect to obtain.
- 2.5 Notes Live will pay all costs associated with the transfer of the Property in accord with the normal practices for a commercial real estate closing in Rutherford County, Tennessee.

3. Purchase Obligation

- 3.1 For purposes of this Agreement and in consideration of the economic benefits that the Project brings to the City, the City will sell to Notes Live the Property for \$3,267,000 ("Purchase Price").
- 3.2 The Purchase Price will be paid in 20 equal installments of \$163,350 beginning on July 1st following the issuance of a certificate of occupancy for any of the Notes Live Venues and continuing each July 1st thereafter until paid in full ("Purchase Price Payments").
- 3.3 The City will hold a promissory note that reflects the payments terms of Section 3.2 and a secured lien against the property for the unpaid balance of the promissory note that will be subordinate in second position to any security interest held against the property for purposes of financing by Notes Live through a fully amortizing note with a term not greater than 30 years; provided, however, that the financing in primary position cannot be held for purposes of funding on-going operational expenses or any type of revolving loan facility.
- 3.4 In the event any of the Notes Live Venues cease to operate fully in the manner designed, which includes the failure of SMC for a period of two consecutive seasons (April to October) to host a minimum of five ticketed events with more than 2,500 paid attendees, or should any of the venues be transferred other than as provided herein, Notes Live will pay to the City an amount equal to the \$15.74 per square foot of the final size of Lot 1 less any Purchase Price Payments received by the City.

4. Shared Parking Facility.

- 4.1 Upon conveyance of Lot 1, the parties will execute the Use Agreement, permitting Notes Live to improve and use Lot 2 for the Shared Parking Facility.
- 4.2 Under the Use Agreement, among other provisions, Notes Live will have priority use for events at BBP and SMC while permitting the City to use the Shared Parking Facility as a trailhead for its Greenway Trail System and to schedule other City events utilizing the Shared Parking Facility.

- 4.3 The Use Agreement will incorporate terms and conditions related to parking lot on Lot 2 that are necessary to assure adequate and convenient parking is provided for the Project.
- 4.4 The Use Agreement will provide that Notes Live is responsible for management of the Shared Parking Facility and entitled to all parking fees and other revenue generated therefrom by Notes Live.
- 4.5 In addition to the Share Parking Facility, the City is considering improvement of the approximately nine acres owned by the City east of Fire Station 4 and West Fork of the Stones River that is only suitable for development as parking and which will serve as ancillary parking related to events in the Gateway. Such improvement will be available to assist with overflow parking for the Notes Live Venues when needed.

5. Zoning

- 5.1 Notes Live understands that the Property is currently zoned MU (Mixed Use) with a GDO-3 Overlay, and that the GDO-3 Overlay requires certain enhanced design, development, and construction standards, including that architecture and Site Plans be submitted to and approved by the Gateway Design Review Committee concurrent with submission to the Planning Commission.
- 5.2 The parties contemplate that Notes Live will apply to have a Planned Sign Overlay or a Planned Entertainment Overlay (which the City is in the process of creating) that will supplement the zoning of the Property and will require approval by the Planning Commission and City Council.

6. Construction Requirements

- 6.1 Prior to construction of the Project, including site preparation, Notes Live will secure approval of appropriate master plans, grading plans, site plans, and construction plans as required by the City Zoning Ordinance and Building Codes Department and the issuance of appropriate permits, all of which will be in full accord with City Subdivision Regulations and Street Design Specifications and subject to all applicable City Ordinances, Codes, and requirements.
- 6.2 Infrastructure Improvements
 - a. Notes Live will construct the necessary on-site water, sewer, reuse water, and stormwater improvements necessary to serve the Project consistent with City standards and funding for such construction may include contributions from the City and/or third-party property owners.
 - b. Notes Live will construct the following roadway improvements necessary or incident to the development and operation of the Project as definitely set forth in Exhibit D:
 - 1. Dedicated turn lanes from eastbound and westbound Medical Center Parkway into the Property at the Fountains Crossover.
 - 2. An additional dedicated left-turn lane on northbound Gateway Boulevard onto Medical Center Parkway.

3. A private street (“Access Street A,” as further defined on Exhibit D) into the Property from Medical Center Parkway along the eastside of the Property aligning with the private drive into the Fountains at the eastside of the Fountains property, with dedicated right and left turn lanes from Medical Center Parkway into the Property and developed in coordination with the Swanson Developments, LP, property to the east of the Property constructed in accordance with public street standards except for required setbacks.
 4. A complete compliment of traffic signal elements at the intersection of Medical Center Parkway and Access Street A.
 5. A street stub from Access Street A into the Swanson Developments, LP, property located to the east of the Property.
 - c. Notes Live will construct the section of the Greenway Trail adjoining the Stones River on the southern boundary of the Property, for which the City will provide the necessary design and construction documents.
- 6.3 SMC will be designed and constructed to ensure SMC events comply with the City’s Noise Ordinance in effect of the completion of construction.
- 6.4 Construction of the Project, which will be indicated by the initiation of site preparation, will begin within 60 days of the issuance by the City of a Land Disturbance Permit (“Initiation Date”), which must be submitted no later than June 1, 2023.
- a. Should Notes Live fail to begin construction by the Initiation Date, unless extended by the City for good cause, Notes Live will transfer Lot 1 and Lot 2 back to the City.
 - b. Construction of BBST and BBP will be completed within 18 months of the City’s issuance by of a Land Disturbance Permit (“BB Completion Date”) and construction of SMC must be completed within 24 months of the City’s issuance of a Land Disturbance Permit (“SMC Completion Date”). Completion of construction will be indicated by the City’s issuance of a certificate of occupancy, which may not be unreasonable withheld or delayed.
 - d. In the event construction of the BBST and BBP are not completed by the BB Completion Date or construction of SMC is not completed by the SMC Completion Date:
 1. the City will provide Notes Live written notice of the requirements for issuance of a certificate of occupancy within 90 days following the notice; and
 2. thereafter, except as provided in Section 10.11, if the BB Completion Date or the SMC Completion Date remains unmet after expiration of the notice period provided in Section 6.4(d)(1), Notes Live will pay to the City without the requirement of any additional notice an amount equal to the installment payment set forth in Section 3.2 for each additional 90-day period in which the BB Completion Date or the SMC Completion Date remains unmet, and

such payments will be credited against the Purchase Price (“Construction Delay Recovery”).

3. In the event the BB Completion Date or the SMC Complete Date remains unmet for three payments of the Construction Delay Recovery, Notes Live will pay to the City the amount set forth in Section 3.4 less any paid Construction Delay Recovery.

7. Representations and Warranties.

7.1 Notes Live represents and warrants to the City the following:

- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
- c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
- d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
- e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live’s organizational documents (including its certificate of incorporation and by-laws or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound (“Notes Live Contracts”));
- f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
- g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
- h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
- i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
- j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other

intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.

- 7.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City; and
 - d. The City is vested with good and marketable title to the Property.
- 7.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

8. Notices

- 8.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 8.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: ctindall@murfreesborotn.gov	City Attorney City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live 1744 Telstar Drive Suite 500 Colorado Springs CO, 80920 Attn: JW Roth	W. Wade Beavers Capital Law & Advisory Partners, LLC 319 Boulevard Gainesville, GA 30501 Email: wbeavers@caplawpartners.com

9. Assignment.

- 9.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder. Notwithstanding anything herein or elsewhere to the contrary, the City acknowledges and agrees that the development obligations of Notes Live will be financed by a third-party lender, that nothing herein may limit or restrict the right of Notes Live to pledge Lot 1 and Lot 2 as collateral for such financing, and that the City (upon request) will execute and deliver such subordination documents as may be reasonably requested by such lender in connection therewith.
- 9.2 The City acknowledges that Notes Live may assign a portion of its rights under this Agreement with respect to SMC to another entity for purposes of financing, the consent for which the City will not unreasonably withhold, condition, or delay; provided, however, that Notes Live will remain joint and severally obligated with any assignee on the obligations with respect to the Event Threshold and the Threshold Payment.
- 9.3 Any purported assignment or delegation in violation of this section is null and void.

10. Miscellaneous

- 10.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- 10.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 10.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 10.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial

exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 10.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 10.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 10.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 10.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 10.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of

the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

10.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.

10.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the date of the last Party to sign, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____

Its: _____

Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland

Its: Mayor

ATTEST:

By: Jennifer Brown

Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker

Its: City Attorney

EXHIBIT A
PROJECT CONCEPT PLAN

Preliminary plan is attached hereto. Final plan to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT B

PLAT

Preliminary delineation of the Property is attached hereto. Final Plat to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT C

FORM OF USE AGREEMENT

Final form of Use Agreement to be negotiated by the parties prior to Closing and deemed incorporated herein upon approval by the parties.

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) by and between the City of Murfreesboro, a Tennessee Municipal corporation (“City”), and Notes Live, Inc., a Colorado corporation (“Notes Live”) is made as of the _____ day of _____, 2022 to provide for the use, maintenance, and repair of the Shared Parking Facility as defined herein.

Recitals

- A. Notes Live and the City entered into a Development Agreement on _____ that provides for the development by Notes Live of a Bourbon Brothers Steakhouse and Tavern (“BBST”), Boot Barn Presents/Boot Barn Hall (“BBP”), the Sunset Music Colosseum (“SMC”), and potentially a Roth Seafood and Chophouse (collectively, “Notes Live Venues”).
- B. That Development Agreement subdivided an 18.2 acre property owned by the City previously identified by the Rutherford County Assessor as Parcel Number 091H-B-00500 into two parcels now identified as _____, upon which are located the Notes Live Venues, and _____, upon which is located additional parking for BBP and SMC (the “Shared Parking Facility”).
- C. A diagram of the Shared Parking Facility is attached hereto as Exhibit A and is incorporate herein by reference.
- D. The parties hereto desire to entire unto this Agreement defining the terms and conditions for use of the Shared Parking Facility.

Agreement

NOW THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. Shared Parking Facility Use

1.1 Notes Live Events

- a. The Shared Parking Facility serves the parking requirements of events scheduled at BBP and SMC (“Notes Live Events”); provided, however, Notes Live may utilize the Shared Parking Facility for other events not inconsistent with the general nature of the Notes Live Venues.
- b. Notes Live will have the exclusive right to use the Shared Parking Facility for Notes Live Events and will be responsible for setting up barrels, cones, and other appropriate barricades or directional resources up to 12 hours in advance of a Notes Live Event as necessary to secure the availability of parking, and likewise be solely responsible for directing traffic into and out of the parking facility in accord with traffic management plans established by the City.

1.2 City Events

- a. The City may use the Shared Parking Facility for City-sponsored events (“City Events”) and as trailhead parking for its Greenway Trail System, which the City will extend in the future along the adjoining Stones River.

- b. Notwithstanding the City use of the Shared Parking Facility, Notes Live Events will have priority use of the Shared Parking Facility and upon 10 business days' notice, the City will reschedule any City Events, defined below, planned for the Shared Parking Facility. For Notes Live Events that will not reasonably require all the Shared Parking Facility, the City and Notes Live will work together to allocate the area of the Shared Parking Facility such that both Notes Live Events and City Events can be held concurrently,
- c. That portion of the Shared Parking Facility closest to the Stones River will be designed and constructed to provide at least 15 spaces reasonably convenient for trailhead access. In the event the City provides an ADA accessible trail, the City may at its expense improve the trailhead parking to accommodate ADA requirements.

1.3 Fees, Advertising or Sponsorships

- a. Notes Live may impose and collect a fee for parking or use of the Shared Parking Facility during Notes Live Events. The City may impose and collect a fee for parking or use of the Shared Parking Facility for City Events.
- b. Notes Live has the right to market, sell, and install advertising or sponsorships materials, signage, and improvements on or within the Shared Parking Facility, which are subject to GDO-3 Standards and any adopted Planned Sign Overlay.
- c. Notes Live will reasonably assist the City and allow advertising of City Events when such advertising does not compete with or disrupt existing Notes Live advertising and does not violate any of Notes Live advertising or sponsorship agreements.

2. Shared Parking Facility Maintenance, Repair, and Security

- 2.1 Notes Live will be responsible for the maintenance (landscaping upkeep, cleaning, lining, etc.) and repair (resurfacing, filling potholes, replacing worn or damaged components (including any advertising or sponsorship components) of the Shared Parking Facility, including any security components installed for or on the Shared Parking Facility.
- 2.2 Notes Live will provide security for the Shared Parking Facility at all times, including appropriate security during Notes Live Events, except that the City will be responsible for providing appropriate security during City Events and for the use of the Shared Parking Facility trailhead access.
- 2.3 The City will be responsible for cleaning the Shared Parking Facility after a City Event and for maintaining the trail portion of trailhead adjoining the Shared Parking Facility consistent with the maintenance standards imposed upon Notes Live.

3. Term

This Agreement commences on the Effective Date and terminates on December 31, 2053 unless extended for such additional period or periods as to which the Parties may agree.

4. Insurance and Indemnification

- 4.1 During the Term of the Agreement, Notes Live must, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in Section 5.2:

- a. Commercial general liability with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Notes Live under this Agreement;
 - b. Worker's compensation as required by Tennessee law;
 - c. Commercial automobile liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and
 - d. Umbrella (excess) liability for the coverage in Section 5.1, with limits no less than \$5,000,000.
- 4.2 Notes Live will ensure that all insurance policies required pursuant to this Section:
- a. be issued by insurance companies with a Best's Rating of no less than A-VII;
 - b. provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Notes Live has new insurance policies in place that meet the requirements of this Section;
 - c. provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City is excess and non-contributory;
 - d. name the City of Murfreesboro as additional insureds; and
 - e. waive any right of subrogation of the insurers against the City.
- 4.3 Upon the written request of the City, Notes Live will provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and will refrain from any action that may or does invalidate such insurance.
- 4.4 Notes Live will indemnify, defend, and hold harmless without limitation the City and all of officials and employees resulting from any activity or condition of the Shared Parking Facility, except those arise from an activity related to a City Event, and which results in a claim in any form or forum.
- 4.5 This Section may not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Notes Live to indemnify, defend, and hold the City harmless under this Agreement).
- 4.6 Nothing here may be construed as the City extending any indemnification, hold harmless, contribution, or any right to defense by the City to Notes Live.

5. Representations and Warranties.

- 5.1 Notes Live represents and warrants to the City the following:
- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;

- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
 - c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
 - d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
 - e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live's organizational documents (including its certificate of incorporation and by-laws, or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound ("Notes Live Contracts");
 - f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
 - g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
 - h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
 - i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
 - j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.
- 5.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City: and
 - d. The City is vested with good and marketable title to the Property.

- 5.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

6. Notices

- 6.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 6.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager	City Attorney
City of Murfreesboro	City of Murfreesboro
111 West Vice Street	111 West Vice Street
Murfreesboro, TN 37130	Murfreesboro, TN 37130
Email: ctindall@murfreesborotn.gov	Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live	W. Wade Beavers
1744 Telstar Drive	Capital Law & Advisory Partners, LLC
Suite 500	319 Boulevard
Colorado Springs CO, 80920	Gainesville, GA 30501
Attn: JW Roth	Email: wbeavers@caplawpartners.com

7. Assignment.

- 7.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder.
- 7.2 Any purported assignment or delegation in violation of this section is null and void.

8. Miscellaneous

- 8.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

- 8.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 8.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 8.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 8.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 8.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 8.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 8.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be

entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

- 8.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 8.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- 8.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.
- 8.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the Effective Date, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____
Its: _____
Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland
Its: Mayor

ATTESTATION:

By: Jennifer Brown
Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker
Its: City Attorney

EXHIBIT D
Shared Parking Facility Diagram

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

By Notes Live

Conduct a Traffic Impact Study that compares estimated peak hour traffic both inbound and outbound from the facility to existing and estimated future traffic volumes on roadway and intersections near the facility.

Gateway Blvd north bound dual left turns onto west bound Medical Center Pkwy.

- Add not more than 100 ft of new left turn lane on Gateway Blvd creating a dual left turn onto Medical Center Pkwy
- Add not more than 150 ft of transition
- Add an additional signal head and extend signal mast arm if necessary
- Reconstruct median including street trees, irrigation and utilities if any
- Add drainage inlets to supplement street drains if needed
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane onto south bound Gateway Blvd.

- Add not more than 50 ft of new right turn lane on Medical Center Pkwy onto Gateway Blvd.
- Add not more than 100 ft of transition
- Reconstruct sidewalk, streetlights, street trees, irrigation, and utilities (if any)
- Plate existing and add new drainage inlets to supplement street drains
- Reconstruct handicap ramp
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane and west bound left turn lane at the median opening at the Fountains (Fountains Crossover).

- Add not more than 100 ft of new east bound right turn lane and west bound left turn lane on Medical Center Pkwy into a new entrance to BBST.
- Add not more than 130 ft of transition
- Reconstruct median landscaping, street trees, irrigation, and utilities (if any)
- Extend if recommended by the traffic impact analysis the existing east bound left turn lane on Medical Center Pkwy into The Fountains

Access Street A on eastside of the BBST property to align with the eastern drive into The Fountains.

- Construct not more than 400 ft of new 3-lane private road to City Commercial Street Standards to a proposed intersection with an internal roadway on Swanson Property to the east.
- Commercial Street Standards include standup curb and gutter and 11-ft travel lanes with a commercial pavement section of
 - 1.5 in of E surface course
 - 2 in of BM2 binder
 - 3 in of A base
 - 8 in base stone
- Construct an inbound lane and dual left, through and right turn outbound lanes at Medical Center Pkwy.
- Include sidewalk and/or multiuse path

Signalize Access Street A and The Fountains East Drive at Medical Center Parkway.

- Install a decorative mast arm traffic signal to match existing Medical Center Parkway signals.
- Include CCTV and City standard communication and fiber facilities as required to interconnect the signal to the City Traffic Operations Center.
- Remark pavement markings at the intersection at Medical Center Pkwy including existing east drive at The Fountains to include:
 - Dual left turns for both The Fountains east drive onto Medical Center Pkwy E and Access Street A
 - A through lane
 - Dedicated right turn lanes onto Medical Center
- Dedicated left turn lanes from Medical Center Parkway into The Fountains and Access Street A

Parking for the Greenway Trail trailhead at a location near the West Fork Stones River designed to reasonably serve as convenient trailhead parking (including required handicapped spaces) and also serve as event parking (without the handicapped designation.)

By The City of Murfreesboro

Complete Gateway Blvd south bound from the existing roundabout to Robert Rose Dr

Initiate connection of Access Street A through a private drive to east per Agreement with Swanson to Warren St

Signalize Warren St at Medical Center Pkwy

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: HOME Affordable Housing Program Funding Participation Threshold

Department: Community Development

Presented by: Sam A. Huddleston, Acting 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

Newly designated HOME Participating Jurisdictions are required to demonstrate a minimum program funding threshold.

Staff Recommendation

Approve the designation of \$244,702 from the General Fund as local funding to meet the HOME program minimum funding threshold of \$750,000

Background Information

In May, the City received notice from HUD that we were designated a new HOME Participating Jurisdiction with an initial entitlement allocation of \$505,298. The HOME program includes a minimum initial funding threshold of \$750,000 for new Participating Jurisdictions. To meet that minimum funding threshold, HUD rules require that a one-time, non-federal funding source be confirmed to participate in HOME. The recommended action merely reserves the funds and does not include an authorization for expenditures at this time. Future HOME projects and activities which typically require a local match by a partnering agency will be presented to City Council for considerations and approval.

Council Priorities Served

Responsible budgeting

The HOME program leverages HUD funding and local funding to provide affordable housing projects and activities.

Improve economic development

HOME initiated affordable housing projects and activities can provide a supply of workforce housing.

Fiscal Impact

Designates \$244,702 from General Fund unforeseen item as local funding for the HOME program. Use of these reserved funds will be authorized by future City Council actions.

Attachments

HOME Guidance on new Participating Jurisdictions minimum funding threshold

- The state has authorized HUD to transfer to the unit of general local government a portion of the state's allocation, or the state, the unit of general local government, or both, has made available its own resources such that the sum of the amounts transferred or made available are equal to or greater than the difference between the unit of general local government's formula allocation and \$750,000 (or \$500,000 in fiscal years where Congress appropriates less than \$1.5 billion). (See 24 CFR 92.102).

Jurisdictions that previously were designated as PJs are "grandfathered," and may receive HOME allocations whether or not their allocations meet these minimum thresholds.

See Section XII for instructions on recording local funds in the Integrated Disbursement and Information System (IDIS).

IV. Designation of New PJs

Jurisdictions eligible to receive a HOME Program allocation for the first time are advised of the following (see 24 CFR 92.103 through 92.105):

- Submit a written notification of intent to participate in the HOME Program within 30 days of the date of the notification from the field office. **NOTE: THIS IS A STATUTORY DEADLINE.**
- Submit a consolidated plan as required in 24 CFR 92.104 within 90 days after providing notification to HUD of its intent to become a PJ. **NOTE: THIS IS A STATUTORY DEADLINE.**
- If the jurisdiction's initial allocation is less than \$750,000 it must make up the difference between its initial allocation amount and \$750,000 in order to be designated a PJ, as required by 24 CFR 92.102 and 92.103. This amount is lowered to \$500,000 in years in which the appropriation is less than \$1.5 billion. ADDI funds cannot be counted to make up a jurisdiction's participation threshold shortfall. Any amounts allocated for a jurisdiction that does not become a PJ will be transferred to the state. Notify Evelyn Rumph in Headquarters, Office of Affordable Housing Programs (OAHP), Financial and Information Services Division (FISD) via e-mail of any jurisdiction that declines its allocation. New jurisdictions that have shortfalls must notify the field office of how the shortfall will be funded.
- The jurisdiction must include with its notification one or more of the following as evidence that it has met the participation threshold requirement:
 1. Authorization from the state to transfer a portion of its HOME allocation to the unit of general local government;

2. A letter from the Governor or designee indicating that the required state funds have been approved and budgeted for the unit of general local government; or
3. A letter from the chief executive officer of the unit of general local government indicating that the required local funds have been approved and budgeted.

The HOME Program is administered on a consolidated program year basis with the Community Development Block Grant Program (CDBG), Emergency Shelter Grants Program (ESG), and the Housing Opportunities for Persons with AIDS Program (HOPWA). The jurisdiction establishes the program year. Its consolidated plan is its application for federal funds under HUD's formula programs as well as its strategy to pursue its community planning and development programs, and affordable housing programs, based on its program year. It is important that the PJ has sufficient time to develop its consolidated plan and meet the citizen participation requirements of 24 CFR 91.

The field office should work informally with a new PJ to identify the start of the program year and determine the time needed to develop its consolidated plan. The field office can then formally notify the jurisdiction of its allocation amount on a predetermined date that triggers the notice of intent to participate and allows enough time for the jurisdiction to submit its consolidated plan. HUD staff should be cautious about releasing allocation information to a prospective new PJ because it could be considered a formal notice that starts the timeframe for the above deadlines.

When the jurisdiction has complied with the requirements of 24 CFR 92.102 through 92.104 described above, the jurisdiction will be designated as a PJ upon approval of its consolidated plan (see 24 CFR 91) by the field office. Once a state or unit of general local government is designated a PJ, it remains a PJ for subsequent fiscal years. The requirements of 24 CFR 92.102 through 92.105 do not apply unless HUD revokes the designation in accordance with section 24 CFR 92.107.

Any new consortium (including one comprised of a city or an urban county that was a PJ the previous fiscal year) must submit a notice of intent and must meet the \$750,000 or \$500,000 participation threshold, as applicable. All consortium members must have the same program year. See consortium guidance in HUD Notice CPD 06-04, or its replacement, on Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME program.

NOTE: Grant numbers for HOME local participating jurisdictions are now assigned in Headquarters by the Systems Development and Evaluation Division (SDED) rather than in the field offices. As Headquarters calculates the allocations and prepares the HUD-185 and HUD-718 material, SDED will notify the Budget Division, program office, Office of Field Management (OFM), and field offices as the grant numbers are created. If you have any questions about this process, contact Faye Brill in Headquarters SDED at (202) 708-0790, extension 4407.

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Medical Center Parkway and Gateway Blvd Projects

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Reallocate FY19, FY21, and FY22 bond funds for the widening of Medical Center Parkway and extension of Gateway Boulevard.

Staff Recommendation

Approve reallocation of CIP Funds.

Background Information

Since the adoption of the 2040 Major Transportation Plan in 2017, growth and development have increased substantially within the City and Medical Center Parkway corridor has experienced a significant amount of development. As staff continually work to address traffic efficiencies within the City, economic development projects must also be taken into consideration. With the continued growth in this area, it has been identified that the widening of Medical Center Parkway and the extension of Gateway Blvd to Robert Rose Drive would increase capacity and improve traffic flow in this area.

This project would include an additional thru lane in both directions extending from I-24 to Broad Street. It would also incorporate improvements to the Medical Center Parkway/Broad St intersection, which includes additional turn lanes and thru lanes in multiple directions. The project is anticipated to be built in three phases, with Phase 1 extending from I-24 to Thompson Lane, Phase 2 extending from Thompson Lane to The Fountains, and Phase 3 extending from The Fountains to Broad St. Intersection improvements are included. The project would be funded with reallocated CIP funds outlined in the attached reallocation request.

The estimated cost of the Medical Center Parkway project is \$26 million dollars. This will be funded from reallocated FY19, FY21, and FY22 bond and loan proceeds available from deferred projects and remaining after completion of other projects. The estimated cost of the Gateway Extension project, including reallocation of funds due to the increased land prices in the area, is \$7.1 million dollars, which will be funded from reallocated FY21 and FY22 Bond Proceeds. The reallocated projects are listed on the attached CIP Transfer form.

Council Priorities Served*Expand infrastructure*

Improvements to these roadways will increase capacity and help traffic flow to alleviate congestion in this highly developed area.

Fiscal Impact

The estimated cost of the total Medical Center Parkway project, \$26m, is funded by CIP reallocated FY19, FY21, and FY22 bond and loan proceeds and available from deferred projects or remaining after completion of other projects.

The estimated cost of the Gateway Extension project, \$7.1m, is funded from reallocated FY21 and FY22 Bond Proceeds.

Attachments

CIP Transfer Form



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2019 Loan/2021 Bond/2022 Bond

Transfer CIP funds from:

Wilkinson Pike (2019) \$ (15,500.00)

Cherry Ln Ph2 (2021) \$ (3,000,000.00)

Old Fort Pkwy I24 to New Salem (2021) \$ (1,000,000.00)

Broad&Thompson Separated Grade (2022) \$ (1,000,000.00)

New Lascassas Clark to DeJarnette (2022) (1,000,000.00)

Wilkinson Pike (2022) (1,984,500.00)

TOTAL TRANSFER \$ (8,000,000.00)

Transfer CIP funds to:

Medical Center Pkwy Ph 1 Widening (2019) \$ 15,500.00

Medical Center Pkwy Ph 1 Widening (2021) 4,000,000.00

Medical Center Pkwy Ph 1 Widening (2022) 3,984,500.00

TOTAL TRANSFER \$ 8,000,000.00

Explanation: Staff has recommended that improvements be made to Medical Center Parkway which are
expected to improve traffic flow in the area. It has been requested that \$8,000,000 be reallocated from the
projects listed above to Medical Center Parkway Phase 1.

Budget Director Signature

Date

Reviewed by Finance

Date

Approved



City Manager

Declined



Date

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



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

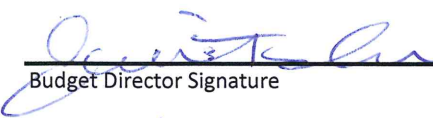
CIP Loan 2021 Bond/2022 Bond

Transfer CIP funds from:

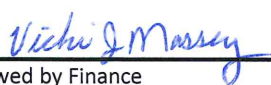
Transfer CIP funds to:

Cherry Lane (Sazerac) (2021)	\$ (1,592,687.50)	
Rutledge Blvd Extension (2021)	\$ (600,000.00)	
South Rutherford/Manchester Pk (2021 Bond)	\$ (344,740.00)	
Spence Creek (2021)	\$ (685,000.00)	Medical Center Pkwy Ph 2 Widening (2021) 3,222,427.50
Cherry Lane (Sazerac) (2022)	(407,312.50)	
Bridge Ave and Kings Hwy (2022)	(440,000.00)	
South Rutherford/Manchester Pk (2022 Bond)	(2,655,260.00)	
Clark Blvd Sidewalks (2022)	(300,000.00)	
Elam Farms Pkwy (2022)	(1,975,000.00)	
Pedestrian Bridge-Broad St. (2022)	(300,000.00)	Medical Center Pkwy Ph 2 Widening (2022) 6,077,572.50
TOTAL TRANSFER	\$ (9,300,000.00)	TOTAL TRANSFER \$ 9,300,000.00

Explanation: Staff has recommended that improvements be made to Medical Center Parkway which are
expected to improve traffic flow in the area. It has been requested that \$9,300,000 be reallocated from the
projects listed above to Medical Center Parkway Phase 2.


Budget Director Signature

7-15-22
Date


Reviewed by Finance

7/15/22
Date

Approved




City Manager

Declined



7-15-22
Date

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



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2019 Loan/2021 Bond/2022 Bond

Transfer CIP funds from:

Salem Elementary Rd (2019) \$ (33,103.92)

Jones Blvd (2021) \$ (62,761.50)

Front/Vine Street (2021) \$ (2,286,798.00)

Spence Creek (2021) \$ (65,000.00)

Racquet Club Drive (2022) (100,000.00)

Transfer CIP funds to:

Medical Center Pkwy Ph 3 Widening (2019) 33,103.92


Medical Center Pkwy Ph 3 Widening (2021) 2,414,559.50

Racquet Club Drive (2022) 100,000.00

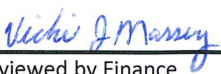
TOTAL TRANSFER \$ (2,547,663.42)

TOTAL TRANSFER \$ 2,547,663.42

Explanation: Staff has recommended that improvements be made to Medical Center Parkway which are
expected to improve traffic flow in the area. It has been requested that \$2,547,663.42 be reallocated from the
projects listed above to Medical Center Parkway Phase 3.


Budget Director Signature

7-15-22
Date


Reviewed by Finance

7/15/22
Date

Approved




City Manager

Declined



7-15-22
Date

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



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

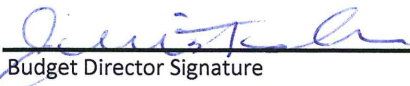
CIP Loan 2021 Bond/2022 Bond

Transfer CIP funds from:


Transfer CIP funds to:

Broad St Widening MCP to 840 (2021)	\$ (1,000,000.00)		
Memorial Blvd (2021)	\$ (1,000,000.00)		
Rutherford Blvd Ext (2021)	\$ (459,940.00)	Gateway Blvd Ext to Rbt Rose (2021)	2,459,940.00
Rutherford Blvd Ext (2022)	\$ (2,540,060.00)	Gateway Blvd Ext to Rbt Rose (2022)	2,540,060.00
TOTAL TRANSFER	\$ (5,000,000.00)	TOTAL TRANSFER	\$ 5,000,000.00

Explanation: Staff has recommended that the transfers listed above be made to Gateway Blvd Extension to Robert Rose Drive due to the increased real estate costs in the area.


Budget Director Signature

7-15-22
Date


Reviewed by Finance

7/15/22
Date

Approved




City Manager

Declined



7-15-22
Date

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

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Purchase of Three Automated Garbage Trucks

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 three Automated side loader garbage trucks for solid waste collections.

Staff Recommendation

Approval to purchase three equipment from Municipal Equipment Inc.

Background Information

Solid Waste operations require the purchase of three trucks to replace trucks that have reached the end of their lifecycle. The new equipment will allow for cleaner collection and much lower maintenance costs.

State statute and Council Resolution authorizes cooperative purchases. All equipment items to be purchased will be through a Sourcewell Cooperative Purchasing Program contract which provides the most competitive prices for the items the department needs.

Council Priorities Served

Responsible Budgeting

Purchasing and maintain proper equipment that provides for the most efficient and lowest operating expense is an important aspect of responsible budgeting.

Fiscal Impact

The expense, \$1,114,778, is funded by the Departments FY23 operating budget.

Attachments

1. Purchasing contract with Municipal Equipment Inc.
2. Quote from Municipal Equipment Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EQUIPMENT, INC.
FOR PURCHASE OF NEW WAY SIDEWINDERS**

This contract is entered into on this _____ day of _____, 2022 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Municipal Equipment Inc.**, a corporation of the Commonwealth of Kentucky ("Contractor"). This contract consists of the following documents:

- *Sourcewell Purchasing Cooperative Agreement No. 091219-NWY, awarded to Scranton Manufacturing Company/New Way Trucks, all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/091219-nwy#tab-contract-documents>*
- *Contractors Quote No. 61223JH-Revised, dated June 16, 2022, and incorporated into this Contract by reference*
- *This Contract*

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

- *Any properly executed amendment or change order to this contract (most recent given first priority)*
- *This Contract*
- *Sourcewell Master Agreement No. 091219-NWY (hereinafter "Sourcewell Master Agreement")*
- *Contractor's Quote No. 61223JH-Revised, dated June 16, 2022 (hereinafter "Contractor's Quote")*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment set forth in Contractor's Quote from Municipal Equipment Inc., an authorized dealer for Scranton Manufacturing Company/New Way Trucks, using Sourcewell Master Agreement.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the Sourcewell Master Agreement on November 15, 2023, or as amended by Sourcewell.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
 - 3.1 Upon 30-day prior notice, for the convenience of the City.
 - 3.2 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.
 - 3.3 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.
 - 3.4 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.
 - 3.5 Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Payment and Delivery.**
 - a. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - b. All items must be available for delivery within 120 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to the City of Murfreesboro, Solid Waste Department, 4765 Florence Road, Murfreesboro, TN 37129.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Sourcwell Master Agreement and 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 Contractor's Quote.
5. **Price.** The price for goods and other items to be provided under this Contract is set forth per Contractor's Quote and the Sourcwell Master Agreement for three (3) 2022 ACX64 AUTOCAR W 31 Cubic Yd Sidewinders at a purchase price of \$371,592.73 each plus \$7,500.00 for freight for a **Total Purchase Price of One Million One Hundred Fourteen Thousand Seven Hundred Seventy-Eight Dollars and Nineteen Cents (\$1,114,778.19)**. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.
6. **Warranty.** Contractor shall provide all warranties as described in the Sourcwell Master Agreement.
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 of Contract.** 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.
 - 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. **Indemnification and Hold Harmless.**
 - 15.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 15.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- 15.3 Copyright, Trademark, Service Mark, or Patent Infringement.
- 15.3.1 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.
- 15.3.2 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:
- 15.3.2.1 Procure for the City the right to continue using the products or services.
- 15.3.2.2 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.
- 15.3.2.3 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.
- 15.3.3 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.
16. **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.
17. **Assignment—Consent Required.** 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. **Entire Contract.** This contract, Sourcewell Master Agreement, all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/091219-nwy#tab-contract-documents> and Contractors Quote, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

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

If to Contractor:
Municipal Equipment, Inc.
Jimmy Hoben, Regional
Territory Manager
6305 Shepherdsville Road
Louisville, KY 40228

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

MUNICIPAL EQUIPMENT, INC.

By: _____
Shane McFarland, Mayor

By: _____
Mark Clindaniel, President

Approved as to form:

Adam F. Tucker, City Attorney



Municipal Equipment, Inc.
6305 Shepherdsville Road
Louisville, KY 40228
(502) 962-9527
FAX: (502) 962-6499

QUOTE

Number: 61223JH-Revised

Date: 6-16-22

Page: 1

To:

MR. Russell Gossett
Director of Solid Waste
City of Murfreesboro
475 Florence Rd
Murfreesboro, TN 37129

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
90-120 Days	Jimmy Hoben	Murfreesboro TN	BW	Net 15 Days	INCLUDED: NOT INCLUDED: XX	INCLUDED: NOT INCLUDED: XX

QTY	Description	Unit Price	Total Price
1-3	2022 ACX64 AUTOCAR W 31 Cubic Yd New Way Sidewinder w 4 yd TG Hopper Floor Liner .188 AR450, 96 Gallon Arm 6X6 Chains, Arm Spill Shield, Hinged Front Cylinder Splash Shield, Expanded Metal Screen Front of Body, Trough Cleanout Tool, Cleanout 2 Chute Extension, Rake Teeth Breaker Bar, Hydraulic Hopper Cover. Hopper Access Cover, Shovel/Broom Rack, Body Acrylic Urethane Enamel White, Arm Powder Coated New Way Yellow, LED Mid Body BU Lights, 2 LED BY Lights Mid Tailgate, LED Work Lights, 1 in Hopper 1 Facing Arm, 2 Sets Integrated Strobes on Tailgate, 7" Safety Vision 7 " Quad Monitor, Front Mt Pump, Remote Grease Zerks Tailgate and Upper Cylinder Hinge Pins, Front Remote Grease System Packer & Body Lift Pins, Manual Auto Pack Override, Joystick on Console, Arm Cycle Counter Electronic Filter Bypass Indicator In Cab, Hr Meter on PTO, Zinc Plated Tubing Induction Hardened Pack Cylinders With Scrapers, Less 4%	\$195,157.01	
	Murfreesboro Contract # TOTAL	\$7,806.28	
	Chassis Price \$184,242.00 Body Price \$187,350.73 Chassis (Sourced Good)	\$187,350.73	
	Sourcewell Contract # 091219-NWY TOTAL	\$184,242.00	
	Chassis & Freight (Sourced Good) X 3	\$371,592.73	\$1,114,778.19

Jimmy Hoben

MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY

DATE

Quote Valid for 14 Days

SUBTOTAL	\$1,114,778.19
FREIGHT	\$7,500.00
Tax	
MISCELLANEOUS	
BALANCE DUE	\$1,122,278.19

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: CCTV Equipment Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Purchase Aries DC 400 Voyager CCTV Equipment to inspect condition of sanitary sewer lines.

Staff Recommendation

Approve Sourcewell purchase for CCTV equipment from Aries through 502 Equipment in LaGrange, Kentucky.

Background Information

Since 2003, Operations and Maintenance has utilized Cobra Technologies closed circuit television (CCTV) systems to inspect and assess the condition of sanitary sewer lines including service lines and stormwater infrastructures. O&M included funding in FY 2023 to upgrade two of our three units with Aries' DC 400 Voyager hardware and software. We have since received notification from Cobra Technologies they will no longer sell or provide service to their units after 12/31/22. We will budget to replace the final unit in FY 2024.

Council Priorities Served

Responsible budgeting

By utilizing the Sourcewell contract, the department benefits from competitive pricing.

Fiscal Impact

The amount of this purchase is \$223,577. Funding for the purchase is included in O&M's Capital Budget FY23 at \$230,000.

Attachments

1. Sourcewell Contract
2. Equipment Purchase Contract



Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Aries Industries, Inc., 550 Elizabeth Street, Waukesha, WI 53186-4511 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

120721-ARS

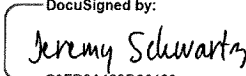
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

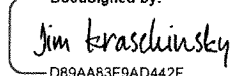
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

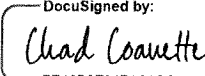
Sourcewell

Aries Industries, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/13/2022 | 12:11 PM CST

DocuSigned by:

By: D89AA83F9AD442F...
Jim Kraschinsky
Title: Vice President-Sales
Date: 1/13/2022 | 12:27 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 1/13/2022 | 12:37 PM CST

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
502 EQUIPMENT, LLC
FOR PURCHASE OF CCTV EQUIPMENT**

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 **502 EQUIPMENT, LLC**, a limited liability company of the State of Kentucky ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell Contract #120721-ARS with Aries Industries Inc.***
- ***Price Quotation Quote #S220601 dated June 1, 2022, from Aries Industries, Inc., for Voyager TV System for installation to Murfreesboro at Aries-Waukesha and Voyager TV System for installation to dealer-supplied portable enclosure***
- ***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***
- ***Sourcewell Contract #120721-ARS with Aries Industries, Inc.***
- ***Price Quotation Quote #S220601 dated June 1, 2022, from Aries Industries, Inc., for Voyager TV System for installation to Murfreesboro at Aries-Waukesha and Voyager TV System for installation to dealer-supplied portable enclosure***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) Voyager TV System for installation to Murfreesboro Sprinter at Aries-Waukesha and One (1) Voyager TV System for installation to dealer-supplied portable enclosure** as listed on Contractor's Quotation Quote #S220601 dated June 1, 2022, and as set forth in the Sourcewell Contract 120721-ARS with Aries Industries, Inc. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract 120721-ARS 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 Sourcewell Contract #120721-ARS on January 17, 2026. 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 Contractor's Price Quotation Quote #S220601 from Aries Industries Inc., for **One (1) Voyager TV System for installation to Murfreesboro Sprinter at Aries-Waukesha** at a price of **\$101,005.00** and **One (1) Voyager TV System for installation to dealer-supplied portable enclosure** at a price of **\$122,572.00** and as set forth in the Sourcewell Contract #120721-ars with Aries Industries, INC., reflecting a **Total Purchase Price of \$223,577.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, 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.
 - b. Deliveries and pick-up of all items for the Water Resources Department shall be made within nine weeks of issuance of Purchase Order to Attn: Matt Powers – Water Resources Department – 1725 South Church St., Murfreesboro, TN 37129. Contact Person Matt Powers (tel. 615-893-1223; email: mpowers@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including

its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

If to the City of Murfreesboro:

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

If to the Contractor:

502 Equipment, LLC
Attn: JC Spalding
7515 Greenfield Place
Crestwood, KY 40014
jc@502equipment.com
502-536-9125

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

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

[signatures appear on the following page]

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

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

502 Equipment

DocuSigned by:
By: Joseph C. Spalding
Joseph C. Spalding, Manager

APPROVED AS TO FORM:

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



550 Elizabeth St (262) 896-7205 ph (800) 234-7205 tf
Waukesha WI 53186 (262) 896-7099 fx

QUOTE# S220601

QUOTATION

Customer Information

Contact **Matt Powers**
Organization **Murfreesboro Water & Sewer**
Sourcewell # 47021
Address **1725 S Church Street**
City **Murfreesboro** State **TN** Zip Code **37130-5599**
Phone **615-890-0862** email mpowers@murfreesborotn.gov

Date 6/1/2022
Expiration 9/30/2022
Salesman Greg Fry
Terms Net 30
Delivery TBD, Est Sept
FOB Destination

Item#	Qty	U/M	Part#	Description	Retail Price	Sell Price
****Sourcewell Contract 120721-ARS Pricing****						
A	1	ea		Voyager TV System for installation to Murfreesboro Sprinter at Aries-Waukesha	\$106,356.00	\$101,005.00
B	1	ea		Voyager TV System for installation to dealer-supplied portable enclosure	\$129,023.00	\$122,572.00
REF Retail					\$235,379.00	
Note: 502 Equipment is an Authorized Aries Dealer and since Aries Industries is an Authorized Sourcewell vendor, 502 Equipment is also an Authorized Sourcewell Vendor.						
Subtotal						\$223,577.00
Shipping & Handling						included
Taxes						N/A
Other						
TOTAL						\$223,577.00

I accept the terms and conditions of this quotation

PO# _____

Name _____
Title _____
Signature _____

Aries Industries Inc terms and conditions of sale for this quotation are available upon request

Please visit our website: www.ariesindustries.com

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Board of Electrical Examiners

Department: Administration

Presented by: Mayor Shane McFarland

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Reappointment to the Board of Electrical Examiners.

Background Information

The Board of Electrical Examiners is responsible for reviewing electrical contractor's licenses and license applications to assure compliance with the Electrical Contractors Licensing Ordinance.

As established by City Code § 11-33-36, there are nine members who serve four-year terms.

Council Priorities Served

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Attachments:

1. Memo from Mayor McFarland



. . . creating a better quality of life.

July 21, 2022

Members of City Council

RE: Recommended Appointments – Board of Electrical Examiners

As an item for the City Council Agenda, I am recommending the following reappointments to the Board of Electrical Examiners.

Reappointments

Mr. Richie Bolin (term expires June 30, 2026)

Mr. Alton Fann (term expires June 30, 2026)

Mr. Phillip Lim (term expires June 30, 2026)

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland".

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 07/21/2022

Item Title: Parks and Recreation Commission Reappointments

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Reappointment to the Parks and Recreation Commission.

Background Information

The Commission oversees the operations of the Parks and Recreation Department. As established by M.C.C. §31-15, there are nine appointed members appointed for three-year terms.

Council Priorities Served

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

July 21, 2022

Members of City Council

RE: Recommended Reappointment – Parks and Recreation Commission

Board Reappointment

As an item for the City Council agenda, I am recommending the following reappointments to the Parks and Recreation Commission.

Reappointments

Eddie Miller – June 30, 2025 expiration

Trey Duke (City Schools Liaison) – June 30, 2025 expiration

Sincerely,

Shane McFarland
Mayor