

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**May 25, 2023**

**PRAYER**

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. Mandatory Referral for Dedication of Electric Easements along Cason Lane (Planning)
2. Master Services Agreement - Kimley Horn (Engineering)
3. Sewer Allocation Variance- Elam Farms Parkway – Hotel (Planning)

**Old Business**

Ordinance

Land Use Matters

4. Ordinance 23-OZ-16 Zoning for property along Manson Pike (2nd and final reading) (Planning)
5. Ordinance 23-OZ-15 Rezoning property along Wenlon Drive (2nd and final reading) (Planning)

**New Business**

Ordinance

6. FY24 Public Hearing and Related Ordinances (Administration)
  - a. Public Hearing: Adoption of Proposed FY24 Budget
  - b. First Reading: Ordinance 23-O-18
  - c. First Reading: Ordinance 23-O-19
7. Ordinance 23-O-21 - Impact Fee Schedule (Administration)
  - a. Public Hearing: Impact Fee Schedule
  - b. First Reading: Ordinance 23-O-21
8. Ordinance 23-O-22 Community Decency Standards (Administration)
  - a. First Reading: Ordinance 23-O-22

Resolution

9. Resolution 23-R-21 Setting Time for Council Meetings (Administration)

On Motion

10. Cherry Lane Phase 2 Professional Services Contract (Engineering)
11. Old Fort Golf Course Renovations (Golf)
12. Cityworks Software License Renewal (IT)
13. Low Voltage Work Order at 2140 N. Thompson Lane (IT)

**Board & Commission Appointments**

**Licensing**

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Mandatory Referral for Dedication of Electric Easements along Cason 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 dedication of electric easements on City-owned property on Cason Lane

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on May 17, 2023.

**Background Information**

In this mandatory referral [2023-718], Council is being asked to consider the dedication of electric easements to Middle Tennessee Electric (MTE) on City-owned property along Cason Lane. The property in question is development with the Cason Lane Academy elementary school. The easements are needed by MTE for guy wires.

**Council Priorities Served**

*Expand Infrastructure*

The proposed easement dedication will assist MTE in maintaining its electric infrastructure along Cason Lane.

**Attachments:**

1. Memo from Deputy City Attorney
2. Exhibit of proposed easements



**MEMORANDUM  
CITY OF MURFREESBORO  
LEGAL DEPARTMENT**

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**TO:** Chair Jones and Members of the Planning Commission  
**CY:** Chris Griffith, Michele Emerson, Greg McKnight  
**FROM:** David A. Ives  
**DATE:** May 9, 2023  
**RE:** Easements to MTEMC

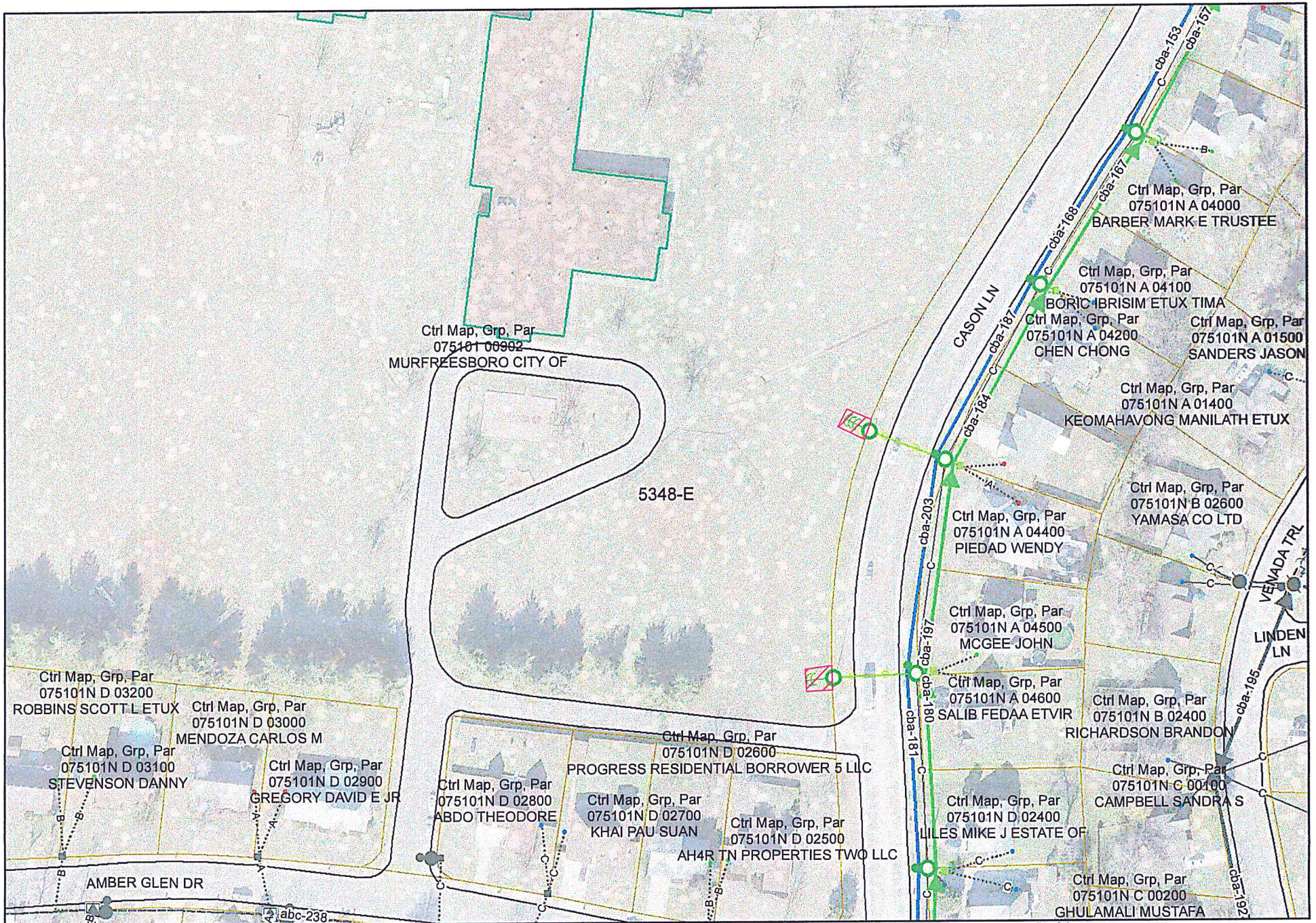
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**CONSENT AGENDA  
MANDATORY REFERRAL**

Middle Tennessee Electric has need for two additional guy easements on the City's Cason Lane Elementary School property substantially as shown on the attached exhibit.

Staff requests that Planning Commission recommend to City Council granting these easements to MTEMC.

I will be happy to answer any questions.



1 inch = 118 feet



Map Number:

5348-E

Printed: 4/21/2023



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.

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Master Services Agreement - Kimley-Horn

**Department:** Engineering

**Presented by:** Chris Griffith, Executive Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Master Services Agreement between the City and Kimley-Horn.

**Staff Recommendation**

Approve Master Services Agreement between the City and Kimley-Horn.

**Background Information**

The City currently has several Master Service Agreements with professional consultants providing a variety of services. Kimley-Horn has provided professional services for the City in several areas for many years. Services include, but are not limited to, Traffic Signal Design/Operations, Civil Design, and Traffic Studies. This Master Services Agreement would allow City Staff to use Kimley-Horn periodically in the development of smaller, specialized projects.

**Council Priorities Served**

*Expand infrastructure*

Improvements to City streets enhances the safety and livability of neighborhoods and the City's roadway system.

**Fiscal Impact**

The primary funding source of the City's professional service task orders is from State Street Aid, which is our local share of the State's gasoline tax, and CIP Funds.

**Attachments**

Master Services Agreement from Kimley-Horn.

**MASTER AGREEMENT BETWEEN  
THE CITY OF MURFREESBORO, TENNESSEE  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR CONTINUING PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF MURFREESBORO, TENNESSEE (“the Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“the Consultant”). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement “the Project”), with the specifics of each engagement to be set forth in an Individual Project Order (“IPO”). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPO’s (“the Services”). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant’s then-current hourly rates (See Exhibit A) plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  
- 2) Client’s Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a) Designate in writing a person to act as the Client’s representative. Such person shall, within the authority granted by the Murfreesboro City Council and pertinent administrative directives and guidelines, use reasonable efforts to transmit instructions, receive information, and ensure that Client’s decisions are made and/or interpreted in a timely manner. ~~have complete authority to transmit instructions, receive information, and make or interpret the Client’s decisions.~~
  - b) Provide all criteria and information as to the Client’s requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
  - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
  - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

- f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.
  - g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
  - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  - b) If the Consultant's compensation is on an hourly basis, ~~estimated~~ fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client. The Consultant shall notify the Client prior to exceeding the estimate in the IPO as soon as the Consultant reasonably believes that the actual fees and expenses will exceed the estimate, at which time the Client may either (i) cancel the IPO and compensate the Consultant for all fees and expenses incurred up to the date of cancellation, or (ii) authorize the Consultant to continue the work exceeding the estimate.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.



- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its court costs and its reasonable attorneys' fees, ~~reasonable experts' fees, and other expenses related to the proceedings,~~ including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property

and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software of technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited

to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) Construction Phase Services.
  - a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall

Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 18) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.
- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

**CITY OF MURFREESBORO, TENNESSEE**

**KIMLEY-HORN AND ASSOCIATES, INC.**

SIGNED: \_\_\_\_\_

SIGNED: *Chris D. Rhodes*

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Christopher D. Rhodes

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: May 17, 2023

APPROVED AS TO FORM:

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

Adam F. Tucker, City Attorney

**EXHIBIT A****KIMLEY-HORN AND ASSOCIATES, INC.****HOURLY RATE SCHEDULE**

<b>Classification</b>	<b>Rate</b>
Analyst	\$130 - \$175
Professional	\$170 - \$225
Senior Professional I	\$220 - \$300
Senior Professional II	\$290 - \$320
Support Staff	\$100 - \$125
Senior Technical Support	\$140 - \$230
Technical Support	\$120 - \$155

**Notes:**

1. Rates are effective through June 30, 2023, subject to adjustment thereafter.
2. Internal Reimbursable Expenses will be charged at 5% of Labor Billings.
3. External Reimbursable Expenses will be charged at 15% mark-up, or per the IPO.
4. Sub-Consultants will be billed per the IPO.

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Sewer Allocation Variance- Elam Farms Parkway – Hotel

**Department:** Planning

**Presented by:** Brad Barbee, Planner

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**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 10.4 sfu’s for the proposed hotel.

**Background Information**

The Planning Department has conducted a public inquiry meeting for a site plan for a new hotel to be located along the east side of Elam Farms Parkway south of Joe B Jackson Parkway. The property is currently zoned Heavy Industrial (H-I), which, per the ordinance, only allows four sfu’s/acre. The proposed hotel lot is 1.4 acres in size and thus is allowed only 5.6 sfu’s. The anticipated usage is approximately 16 sfu’s; therefore, the development of the hotel will use more than the ordinance allows by approximately 10.4 sfu’s. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and 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 tax revenue. It will also provide a convenient lodging option for the many employers located along the Joe B Jackson Parkway corridor.

**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**

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD



May 12, 2023

Mr. Greg McKnight,  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, Tennessee 37130

RE: Elam Farms Hotel Sewer Allocation Variance Request  
Elam Farms Parkway  
Murfreesboro, Tennessee  
SEC Project No. 23026

Dear Mr. McKnight:

Please accept this as our variance request for the proposed Elam Farms Hotel to be located along the east side of Elam Farms Pkwy and south of Joe B Jackson Pkwy. The property in question is approximately 1.40 acres in size and is zoned Heavy Industrial (HI). The sewer allocation ordinance allows for 4 sfue/acre or 1040 gpd/acre sewer flow for HI property. For this property, the allocation ordinance would allow 1456 gpd or 5.6 sfue. Based on other three hotels nearby the Elam Farms Hotel in Murfreesboro, the average sewer usage is 4094 gpd or 15.75 sfue.

Given this information, Elam Farms Hotel requests a variance from the sewer allocation ordinance to grant an **additional 10 sfue** of sewer flow.

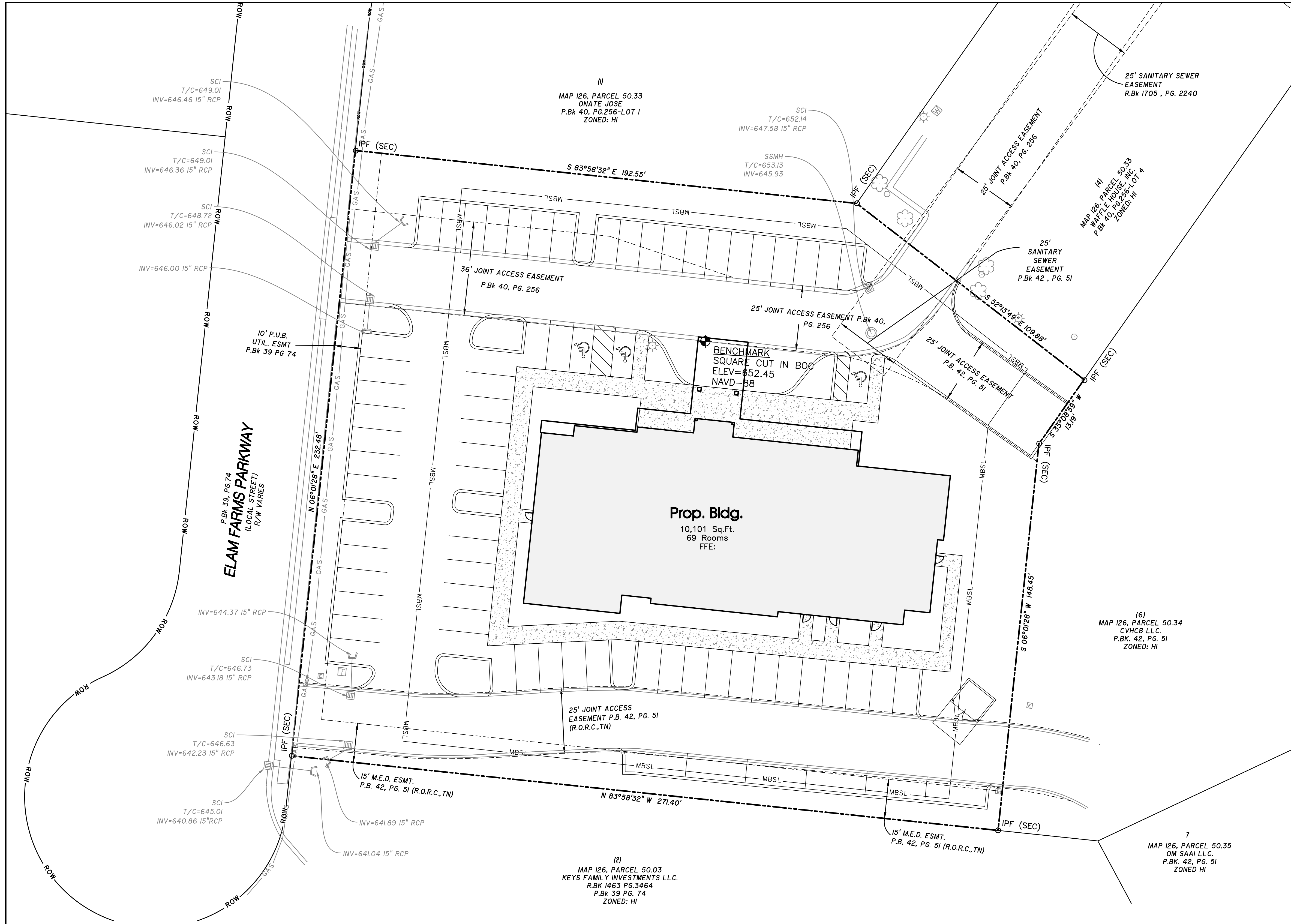
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to Elam Farms Hotel.

If you have any questions or need additional information, please contact me at 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com).

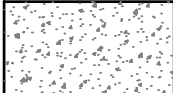

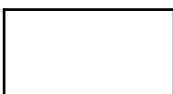
Sincerely,

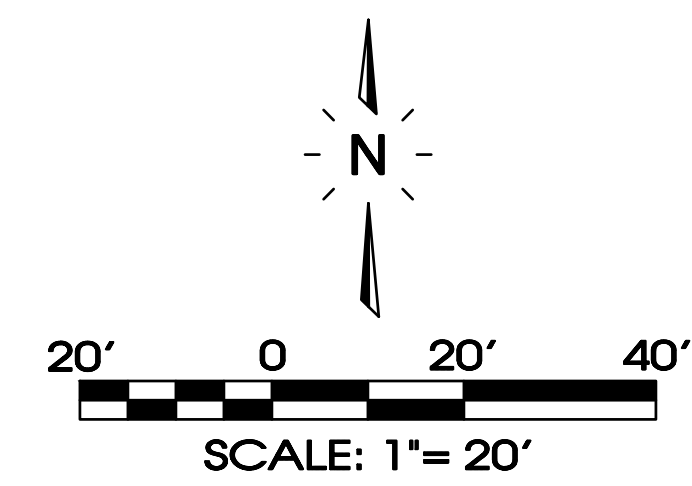


Matt Taylor, P.E.  
Vice-President  
SEC, Inc.



**Pavement Hatch Legend**

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



**Legend:**

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

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	---
EASEMENTS	---
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	~~~~~
EXISTING FENCELINE	-X-X-X-X-
MINIMUM BUILDING SETBACK LINE	---
PHASE BOUNDARY	=====
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	---601---
PROPOSED CONTOUR LINES	---601---
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
EXISTING WATER	---W---
PROPOSED WATER	---W---

**SEC, Inc.**  
 ENGINEERING • SURVEYING • LAND PLANNING  
 LANDSCAPE ARCHITECTURE  
 850 MIDDLE TENNESSEE BOULEVARD  
 MURFREESBORO, TENNESSEE 37129  
 PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567  
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**REVIEW SET**  
 (Not Intended for Construction)  
 Elam Farms Hotel  
 Murfreesboro, Tennessee

REVISIONS:  
 DRAWN: SJA/CFB3  
 DATE: 5-18-2023  
 CHECKED:  
 MAT  
 FILE NAME:  
 23026project  
 SCALE:  
 1"=20'  
 JOB NO.  
 23026  
 SHEET:  
**C2.0**

**Site Plan**



*... creating a better quality of life*

# *MEMORANDUM*

DATE: May 15, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Elam Farms Hotel  
Sewer Allocation Ordinance (SAO)  
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 and per the 2022 Sewer Allocation report, the model is stating that Basin MF12A currently does not have capacity for any additional connections. Staff is in the process of investigating the capacity of the County Farm Road Pump Station, downstream of this development, which has an approximate capacity of 690 gpm with the capability of be easily upsized to 1300 gpm. This station will have to be upsized in the near future to handle the continued development of the Joe B. Jackson corridor. Additionally, with this pump station being upgraded above one million gallons per day (MGD), the station will require the addition of a dedicated generator per the Tennessee Department of Environment and Conservation sewage works design criteria. Staff believes approving this variance represents little risk to causing overflows or significantly diminishing the capacity in the sewer collection system. By committing sewer service to this development, staff is determining that basin 12A's sewer connection capacity will be reduced by 1 connection. Please note that while the Hotel is counted as one sewer connection, the current single-family unit (sfu) equivalency based on actual water usage data is determined to be approximately 16 sfu's, resulting in a larger sewer discharge than the 490 gallon per day per connection average the model is based upon.

Per the existing Heavy Industrial zoning and acreage of 1.4 acres, the property is allowed 5.6 sfu's. Therefore, the Hotel is requesting a variance of approximately 10 sfu's.

**Water Resources Department**

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

The Joe B Jackson Parkway corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Zoning for property along Manson Pike  
[Second Reading]

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

Zoning of approximately 8.23 acres located along the north side of Manson Pike southeast of I-840.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

**Background Information**

Ryan Companies US, Inc. presented to the City a zoning application [2023-404] for approximately 8.23 acres located along the north side of Manson Pike to be zoned PND (Planned Institutional District) simultaneous with annexation. During its regular meeting on April 5, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 18, 2023, Council held a public hearing and approved this matter on First Reading.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will allow for the future development of a K-8 school. Quality schools contribute to the desirability of an area for future economic development opportunities.

**Attachments:**

Ordinance 23-OZ-16

**ORDINANCE 23-OZ-16** 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 8.2 acres along Manson Pike as Planned Institutional Development (PND) District (Rutherford Collegiate Prep PND) simultaneous with annexation; Ryan Companies US, Inc., applicant [2023-404].

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

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

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

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

Passed:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker  
City Attorney

SEAL

Ordinance 23-OZ-16

Area zoned PND simultaneous with annexation

City Limits

City Limits

City Limits

VANISHING WAY  
PUD

I-840

MANSON PIKE

PRD

CICERO DR

RS-15

PRD

LONE JACK LANE

RS-12

RS-15

JOHN LEE LN



TENNESSEE LN

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Rezoning property along Wenlon Drive  
[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 21.99 acres located along the northwest side of Wenlon Drive, south of Chariot Drive.

## Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

## Background Information

Eastman Residential presented a zoning application [2023-402] for approximately 21.99 acres located along the northwest side of Wenlon Drive to be rezoned from RM-12 (Multi-Family Residential District) to PRD (Planned Residential District). During its regular meeting on April 5, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 18, 2023, Council held a public hearing and approved this matter on First Reading.

## Council Priorities Served

*Improve economic development*

The approval of the zoning request will help to facilitate the proposed investment into this aging multi-family development.

## Attachments:

Ordinance 23-OZ-15



**ORDINANCE 23-OZ-15** 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 22 acres located along Wenlon Drive from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Murph PRD); Eastman Residential, applicant, [2023-402].

**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 Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

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

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

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

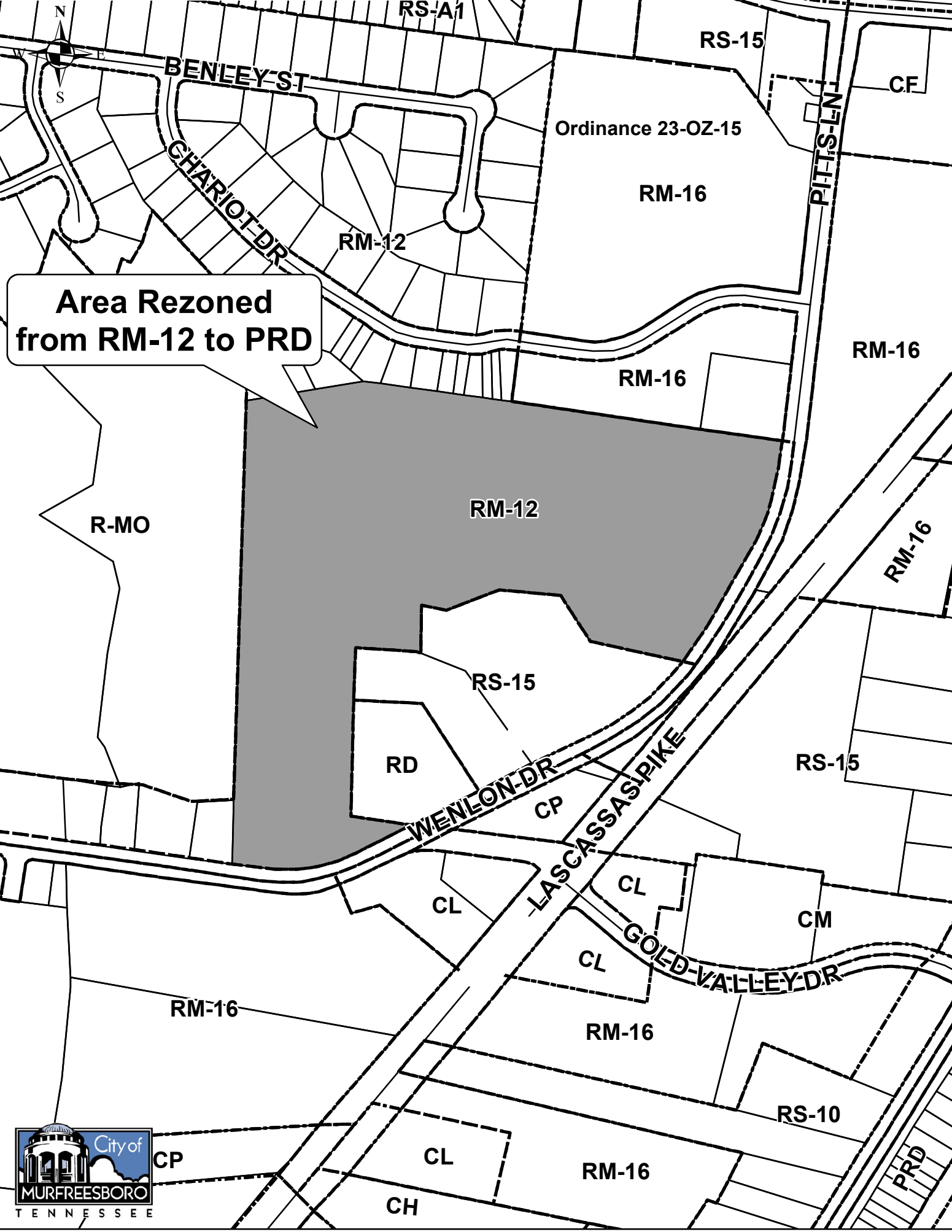
ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F8461...  
Adam F. Tucker  
City Attorney

SEAL



**Area Rezoned  
from RM-12 to PRD**



# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

---

**Item Title:** FY24 Public Hearing and Related Ordinances

**Department:** Budget

**Presented by:** Erin Tucker

**Requested Council Action:**

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

---

**Summary**

Public comment regarding the proposed FY24 Budget information and consideration of ordinance adopting the FY24 Budget.

**Staff Recommendation**

Conduct public hearing regarding the FY24 Budget.

Approve and adopt the Appropriations Ordinance 23-O-18 and the Tax Rate Ordinance 23-O-19.

**Background Information**

The FY24 Budget was submitted to Council on May 12, 2023. Council held a special budget review session on May 25, 2023, regarding the significant assumptions and economic factors surrounding the FY24 Budget and expectations.

**Council Priorities Served**

*Responsible budgeting*

The FY24 Budget addresses the economic conditions and necessary expenditures of the City. Staff will continue to keep City Council informed of the economic conditions of the City and any expected deviations from the budget expectations.

**Operational Issues**

FY24 Budget approval is required before June 30, 2023, in order to continue operations beginning July 1, 2023.

**Fiscal Impact**

The FY24 Budget projects no use of Unassigned Fund Balance and use of \$22.6 million of Assigned Fund Balance.

**Attachments**

1. FY24 Appropriations Ordinance 23-O-18
2. FY24 Tax Rate Ordinance 23-O-19

**ORDINANCE 23-O-18** adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for Fiscal Year 2024 (hereafter “FY2024”), and for other purposes.

**WHEREAS**, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

**WHEREAS**, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

**WHEREAS**, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

**WHEREAS**, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

**WHEREAS**, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line-item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

**WHEREAS**, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on May 25, 2023 and is prepared to adopt its financial plan for FY2024.

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

**SECTION 1.** The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2023 and ending June 30, 2024, including the payment of principal of and interest on bonds and other obligations of the City maturing in FY2024, for the City’s General Fund and its special and intergovernmental service funds, to wit:

**PLEASE SEE ATTACHED EXHIBIT A**

(The FY 2021-2022 and 2022-2023 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

**PLEASE SEE ATTACHED EXHIBIT B**

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the FY2024, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the FY2024, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the FY2024 that may have already transpired at the taking effect date of this Ordinance as well as for the entire FY2024.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the FY2024 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2024 at the earliest practicable time, the welfare of the City requiring it.

Passed:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

SEAL

Ordinance 22-O-18  
Exhibit ACity of Murfreesboro  
2023 - 2024

	Actual 2021 - 2022	Estimated 2022 - 2023	Proposed 2023 - 2024
<b>GENERAL FUND:</b>			
<b>REVENUES</b>			
Local Taxes	\$151,223,997	\$155,939,496	\$158,400,424
State of Tennessee	29,459,730	29,699,276	34,339,230
Federal Government	6,915,828	12,644,025	30,625,384
Other Sources	40,479,845	38,495,435	38,565,075
Reimbursements from Other Funds	2,482,011	2,695,483	5,155,078
Transfers In	-	-	2,203,874
Total Revenue & Transfers In	<u>\$230,561,410</u>	<u>\$239,473,715</u>	<u>\$269,289,065</u>
<b>EXPENDITURES</b>			
Personnel Costs	91,701,169	101,083,223	116,594,178
Other Costs:			
Legislative	169,016	148,200	182,300
City Manager	1,985,655	6,383,671	7,053,564
Finance	299,598	367,964	1,446,640
Purchasing	23,173	17,119	24,100
Legal	643,840	972,162	1,097,350
Employee Services	162,560	250,766	311,150
Planning	166,955	85,952	1,007,756
Engineering	190,286	297,000	252,921
Facilities Maintenance	412,232	431,622	638,966
State Street Aid	4,698,456	5,755,000	5,290,100
Infrastructure	2,236,271	2,815,000	24,025,000
Transportation	2,139,203	2,000,202	8,911,042
Information Technology	1,424,615	2,848,161	2,779,755
Communications	140,919	213,750	249,068
Building and Codes	147,157	147,916	196,686
City Court	111,553	108,830	334,050
Police	5,868,591	10,668,915	13,819,710
Fire	2,672,304	3,313,960	3,990,936
Street	3,425,585	3,389,895	4,182,555
Civic Plaza	28,823	131,232	61,463
Parking Garage	186,058	247,500	125,600
Fleet Services	(942,886)	(347,410)	(1,207,315)
Park & Recreation	4,436,986	4,481,813	17,821,641
Golf	966,628	1,007,715	1,047,437
Solid Waste	3,636,285	4,253,759	5,210,345
Community Development	847,373	4,663,952	1,959,731
Strategic Partnerships	1,601,614	1,612,605	1,644,155
Transfers Out	9,519,147	49,900,523	18,832,457
Debt Service - Transfer Out	37,755,071	42,533,150	42,623,314
Miscellaneous	5,374,228	9,275,287	8,888,207
Total Expenditures & Transfers Out	<u>\$182,028,466</u>	<u>\$259,059,436</u>	<u>289,394,862</u>
Beginning Fund Balance	\$149,745,077	\$198,278,021	\$178,692,300
Ending Fund Balance	\$198,278,021	\$178,692,300	\$158,586,503
<b>DEBT SERVICE FUND:</b>			
<b>REVENUES</b>			
Other Sources	\$1,117	-	-
Transfers In	37,930,071	\$43,286,781	\$43,190,924
Total Revenue & Transfers In	<u>\$37,931,188</u>	<u>\$43,286,781</u>	<u>\$43,190,924</u>
<b>EXPENDITURES</b>			
Other Costs	\$33,243,293	\$38,014,985	\$38,202,854
Transfers Out	4,667,608	4,936,843	4,888,070
Total Expenditures & Transfers Out	<u>\$37,910,901</u>	<u>\$42,951,828</u>	<u>\$43,090,924</u>
Beginning Fund Balance	\$784,359	\$804,646	\$1,139,599
Ending Fund Balance	\$804,646	\$1,139,599	\$1,239,599
<b>AIRPORT IMPROVEMENT FUND:</b>			
<b>REVENUES</b>			
State of Tennessee	\$15,000	\$82,715	\$233,965
Federal Government	152,714	1,300,870	1,750,320
Transfers In	1,567,369	785,250	852,220
Other Sources	5,117,008	3,366,849	3,854,950
Total Revenue	<u>\$6,852,092</u>	<u>\$5,535,684</u>	<u>\$6,691,455</u>
<b>EXPENDITURES</b>			
Personnel Costs	\$489,122	\$580,611	\$741,730
Other Costs	6,082,831	3,864,520	5,197,459
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$6,721,952</u>	<u>\$4,595,131</u>	<u>\$6,089,189</u>
	\$548,219		
Beginning Fund Balance		\$678,359	\$1,618,912
Ending Fund Balance	\$678,359	\$1,618,912	\$2,221,178

City of Murfreesboro  
2023 - 2024

	Actual 2021 - 2022	Estimated 2022 - 2023	Proposed 2023 - 2024
<b>DRUG FUND:</b>			
REVENUES			
Other Sources	\$135,128	\$175,908	\$146,000
Transfers In	66,675	50,000	55,000
Total Revenue & Transfers In	<u>\$201,803</u>	<u>\$225,908</u>	<u>\$201,000</u>
EXPENDITURES			
Other Costs	\$73,636	\$85,200	\$541,700
Total Expenditures	<u>\$73,636</u>	<u>\$85,200</u>	<u>\$541,700</u>
Beginning Fund Balance	\$476,958	\$605,124	\$745,832
Ending Fund Balance	\$605,124	\$745,832	\$405,132
<b>INSURANCE FUND:</b>			
REVENUES			
Other Sources	\$19,228,198	\$21,159,946	\$23,314,460
Total Revenue	<u>\$19,228,198</u>	<u>\$21,159,946</u>	<u>\$23,314,460</u>
EXPENDITURES			
Other Costs	\$21,231,863	\$21,530,911	\$23,535,800
Total Expenditures	<u>\$21,231,863</u>	<u>\$21,530,911</u>	<u>\$23,535,800</u>
Beginning Fund Balance	\$5,921,295	\$3,917,630	\$3,546,665
Ending Fund Balance	\$3,917,630	\$3,546,665	\$3,325,325
<b>RISK MANAGEMENT FUND:</b>			
REVENUES			
Other Sources	\$3,854,756	\$4,937,633	\$4,403,901
Total Revenues	<u>\$3,854,756</u>	<u>\$4,937,633</u>	<u>\$4,403,901</u>
EXPENDITURES			
Other Costs	\$3,936,094	\$3,645,982	\$4,298,600
Total Expenditures	<u>\$3,936,094</u>	<u>\$3,645,982</u>	<u>\$4,298,600</u>
Beginning Fund Balance	\$4,073,051	\$3,991,712	\$5,283,363
Ending Fund Balance	\$3,991,712	\$5,283,363	\$5,388,664
<b>OTHER CAPITAL SOURCES FUND:</b>			
REVENUES			
Other Sources	\$16,294	\$207,107	\$40,000
County Shared Bond Proceeds	2,132,998	-	-
Total Revenue	<u>\$2,149,292</u>	<u>\$207,107</u>	<u>\$40,000</u>
EXPENDITURES			
Other Costs	\$2,276,732	\$2,000,000	\$6,217,500
Total Expenditures	<u>\$2,276,732</u>	<u>\$2,000,000</u>	<u>\$6,217,500</u>
Beginning Fund Balance	\$10,145,300	\$10,017,860	\$8,224,967
Ending Fund Balance	\$10,017,860	\$8,224,967	\$2,047,467
<b>LOAN/BOND FUND:</b>			
REVENUES			
Other Sources	(\$404,420)	\$1,754,378	\$1,300,000
Issuance of Debt	52,434,024	-	-
Total Revenue & Debt Issuance	<u>\$52,029,604</u>	<u>\$1,754,378</u>	<u>\$1,300,000</u>
EXPENDITURES			
Other Costs	\$23,628,010	\$24,340,562	\$65,000,000
Transfers Out	25,000	334,174	200,000
Total Expenditures & Transfers Out	<u>\$23,653,010</u>	<u>\$24,674,735</u>	<u>\$65,200,000</u>
Beginning Fund Balance	\$106,340,580	\$134,717,173	\$111,796,817
Ending Fund Balance	\$134,717,173	\$111,796,817	\$47,896,817

Ordinance 22-O-18

EXHIBIT B

**2023-2024 FUNDED POSITION COUNT**

DESCRIPTORS	2021/2022		2022/2023		2023/2024	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
<b>DEPARTMENTS</b>						
Mayor & Council	7		7		7	
City Manager	13		15		15	
Finance	21		21		23	
Legal	10		10		10	
City Court	7		7		7	
Purchasing	3		3		3	
Information Technology	25		24	1	26	1
Communications	6	1	7	1	7	1
Employee Services	11	1	11	1	11	0
Facilities Maintenance	13	1	13	1	13	1
Fleet Services	20		21		22	
Police	376	50	393	46	396	46
Fire	241	1	243	1	243	1
Building & Codes	26		26		26	
Planning	15	12	17	12	17	14
Community Development	3		4		4	
Transportation	27	7	28	7	28	7
Engineering	13		14		14	
Street	52	9	54	9	54	9
Civic Plaza	1		1		1	
Recreation	98	298	100	304	105	301
Golf	17	39	16	39	16	39
Solid Waste	47		47		48	
<b>Total General Fund</b>	<b>1052</b>	<b>419</b>	<b>1082</b>	<b>422</b>	<b>1096</b>	<b>420</b>
Airport Fund	4	10	4	10	6	9
	4	10	4	10	6	9
	<b>1056</b>	<b>429</b>	<b>1086</b>	<b>432</b>	<b>1102</b>	<b>429</b>



**ORDINANCE 23-O-19** providing for the levy and collection of a tax for the year 2023 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.

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

**SECTION 1.**

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2023, and the estimates of revenues to be received by the City of Murfreesboro for the year 2023, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2023, the sum of 95.26/100 Dollars (\$0.9526) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

**SECTION 2.** That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

**SECTION 3.**

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2024, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2024. Such interest shall be added to the amount of the said taxes, and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on January 1, 2024, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of January 1, 2024; and the costs fixed by the law of the State for collection of delinquent State or County taxes, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after January 1, 2024, or on and after such period or

periods of time to which said certification of such taxes to the City’s attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinances take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Ordinance 23-O-21 - Impact Fee Schedule  
(Public Hearing)

**Department:** Administration

**Presented by:** Craig Tindall, City Manager

**Requested Council Action:**

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

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**Summary**

Set Fee Schedule for Murfreesboro Impact Fee

**Staff Recommendation**

Adopt Ordinance 23-O-21 Impact Fee Schedule on First Reading after a public hearing.

**Background Information**

At the May Council Workshop, staff presented information on the Murfreesboro Impact Fee and proposed fee schedule. Following feedback from the Council, staff prepared the attached Ordinance and proposed fee schedule.

**Council Priorities Served**

*Responsible budgeting*

Development impact fees provide necessary capital funding for future projects that result from population growth.

*Maintain public safety*

Development impact fees assist in funding of public safety as it's responsibilities expand related to a growing population.

**Fiscal Impact**

Based recent building permit activity, the impact fee is predicted to generate revenue annually for the following categories of capital expenses (assumes \$1/sf for all residential):

Roads and Streets	\$3,000,000 (Residential estimate \$1,000,000)
Parks and Recreation	\$1,500,000 (100% Residential @ \$1/sf)
Public Safety	\$1,500,000 (Residential estimate \$500,000)
Schools	\$1,500,000 (100% Residential @ \$1/sf)

**Attachments**

Ordinance 23-O-21 Impact Fee Schedule

**ORDINANCE 23-O-21** setting Impact Fees pursuant to the Murfreesboro Impact Fee Ordinance.

**WHEREAS**, on April 20, 2023, the Murfreesboro City Council adopted the City of Murfreesboro Impact Fee Ordinance, which is codified as Chapter 16 of the Murfreesboro City Code and which sets forth a regulatory procedure for assessing and collecting fees on new development within the City of Murfreesboro; and

**WHEREAS**, the Impact Fee Ordinance authorizes City Council to adopt an impact fee schedule that sets the development impact fees to be imposed on new development to offset the cost of public capital improvements in four areas: roads, parks, public safety, and schools; and

**WHEREAS**, the City Council finds it to be in the City's best interest to adopt an impact fee schedule; and

**WHEREAS**, the City Council also finds it to be in the City's best interest to make certain amendments to Murfreesboro Impact Fee Ordinance to assist with the administration of such ordinance.

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

**SECTION 1.** Beginning on the effective date of this Ordinance, a developer shall be required pay to the City the impact fees set forth in Exhibit A applicable to the proposed land use of the development, in accordance with and except as exempted by the Murfreesboro Impact Fee Ordinance.

**SECTION 2.** Section 16-9 of the Murfreesboro City Code is hereby amended deleting the section in its entirety and in lieu thereof adopting the following:

- (A) Except as set forth in subsections (B) and (C) below, the impact fees for a Developments shall be calculated following final inspection based on the gross floor area reflected in most recent plans submitted to and approved by the City's Building and Codes Department and shall be paid to the City prior to the issuance of a certificate of occupancy for that Structure.
- (B) The impact fees for a single-family dwelling or related accessory structure shall be calculated following final inspection based on the gross floor area set forth in the Structure's building permit and shall be paid to the City prior to the issuance of a certificate of occupancy for that Structure. Notwithstanding the foregoing, where an impact fee is due in connection with a proposed addition to an existing single-family dwelling or related accessory structure, the amount of such fee shall be calculated based on the gross floor area of the proposed addition and paid prior to the issuance of a building permit for the proposed work.
- (C) If a Development does not require a Building Permit or certificate of occupancy, the impact fees shall be calculated and collected prior to or at the time of approval of the development plan.
- (D) Upon request by a Developer, the City will provide a Developer with an estimate of the impact fees that will apply to a Development at the time the Developer applies for a Building Permit.
- (E) The Building and Codes Department shall transmit to the Finance Department all fees collected and a copy of all related fee transaction documents for

recordation. The Finance Department shall be responsible for depositing all collected fees in the appropriate fund accounts.

(F) A monthly summary of all fee collection transactions, by service area and type of use, shall be prepared by the Building and Codes Department and transmitted to the City Manager, the Executive Director for Development Services, and the Administrator.

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

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

SEAL

**EXHIBIT A****Impact Fee Schedule for New Development in the City of Murfreesboro  
(adopted pursuant to Ordinance 23-O-21)**

<b>Land Use Type</b>	<b>Unit</b>	<b>Roads</b>	<b>Parks</b>	<b>Public Safety</b>	<b>Schools</b>	<b>Total</b>
<b>Single-Family Residential</b>	Per sq. ft.	\$ ___; total fee not to exceed \$2,395 per dwelling unit	\$ ___; total fee not to exceed \$3,881 per dwelling unit	\$ ___; total fee not to exceed \$1,230 per dwelling unit	\$ ___; total fee not to exceed \$ 3,446 per dwelling unit	\$ ___; total fee not to exceed \$10,952 per dwelling unit
<b>Multi-Family Residential</b>	Per sq. ft.	\$ ___; total fee not to exceed \$1,857 per dwelling unit	\$ ___; total fee not to exceed \$2,857 per dwelling unit	\$ ___; total fee not to exceed \$906 per dwelling unit	\$ ___; total fee not to exceed \$2,004 per dwelling unit	\$ ___; total fee not to exceed \$7,624 per dwelling unit
<b>Retail/Commercial</b>	Per 1,000 sq. ft.	\$3,321	\$0	\$1,709	\$0	\$5,030
<b>Office</b>	Per 1,000 sq. ft.	\$1,264	\$0	\$668	\$0	\$1,932
<b>Public/Institutional</b>	Per 1,000 sq. ft.	\$2,533	\$0	\$1,339	\$0	\$3,872
<b>Industrial</b>	Per 1,000 sq. ft.	\$644	\$0	\$340	\$0	\$984

## COUNCIL COMMUNICATION

**Meeting Date: 05/25/2023**

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**Item Title:** 23-O-22 Community Decency Standards Ordinance

**Department:** Council

**Presented by:** Mayor McFarland

**Requested Council Action:**

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

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**Summary**

Ordinance establishing standards of community decency in public places.

**Background Information**

Ordinance 23-O-22 promotes public decency, maintains family-friendly environments in public places, and protects against harm to minors from public expressions appealing to prurient interests or that are offensive to prevailing community standards.

The Ordinance supplement existing civil and criminal sanctions for indecent behavior, barring persons who engage in prohibited conduct from sponsoring events on a public space for two years and increasing to five years where the prohibited conduct occurs in the presence of minors.

**Fiscal Impact**

None.

**Attachments**

Ordinance 23-O-22 An ordinance establishing community decency standards and setting penalties for violation thereof.



**ORDINANCE 23-O-22** amending the Murfreesboro City Code, Chapter 20, Offenses and Miscellaneous Provisions, Article I, Section 22, regarding community decency standards.

**WHEREAS**, in order to promote health, safety, and the general welfare of the community, the City Council may regulate conduct on City property;

**WHEREAS**, communities have the right to establish and preserve contemporary community standards and to define appropriate and acceptable conduct that is consistent with those standards and which may be openly displayed within in a public space;

**WHEREAS**, under Tennessee law, the City Council, collectively as elected officials representing the community, may establish rules with respect to community decency that regulate activities and conduct in public spaces, including parks, streets, public squares, sidewalks, other areas open to the public, and public buildings, including establishing penalties for conduct that violates these rules; and

**WHEREAS**, rules governing community decency should reflect generally accepted standards of behavior and conduct, as judged by an average member of the community, and should encourage and promote respectful and considerate behavior that is neither harmful nor demeaning towards others; and

**WHEREAS**, under and consistent with the First Amendment to the U.S. Constitution, rules governing community decency can include provisions that define and restrict nudity, public indecency, and lewd and sexually explicit conduct, as well as any behavior that violates state law; and

**WHEREAS**, the City also has a sacred trust of surpassing importance and therefore a compelling governmental interest in the protection of children by safeguarding them from behavior, material, and events that predominantly appeal to prurient interest, are patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and, when taken as a whole, lack serious literary, artistic, political, or scientific value; and

**WHEREAS**, the interest in protecting and safeguarding children from conduct and material deemed harmful to minors is especially heightened in shared public spaces where children are commonly present; and

**WHEREAS**, the City Council believes it is in the City's best interest to require persons utilizing City property pursuant to a special event permit, use agreement, or otherwise abide by certain standards with respect to community decency.

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

**SECTION 1.** Section 20-22 of the Murfreesboro City Code is hereby amended by deleting the existing section in its entirety and in lieu thereof inserting the following:

**“Section 21-22 Community Decency Standards.**

**(A) Purpose and Interpretation.**

- (1) By setting forth in ordinance contemporary decency standards, City Council intends to fulfill its responsibility to promote the health, safety, rights, prosperity, and general welfare of the citizens of Murfreesboro by providing a measure to assist in the determination of conduct, materials, and events that may be judged as obscene or harmful to minors in accordance with the social morals of the community.
- (2) This ordinance shall be implemented and interpreted to promote public decency and maintain a family-friendly environment in public places and protect against potential harm to minors from public expressions that appeal to prurient interests and are patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors.

**(B) Definitions.**

- (1) *Indecent behavior* means indecent exposure, public indecency, lewd behavior, nudity or sexual conduct as defined in Section 21-71 of the Murfreesboro City Code, breach of the peace, and any other conduct that violates Tennessee Code, Title 39, Chapter 17, Parts 3, 4, 9, 10, or 11 or Murfreesboro City Code Section 21-72 or 21-73; provided, however, indecent behavior does not include the exposure of the breast by a nursing mother or the nudity of individuals in locker rooms or other designated spaces while they are changing clothes or showering.
- (2) *Indecent materials or events* means printed materials, broadcasts, shows, parades, or other such displays that suggest, advertise, or display indecent behavior or that is harmful to minors.
- (3) *Person* means a natural person, an unincorporated group or association of natural persons, a partnership, a limited liability company, a corporation, or any other organization or club.
- (4) *Public space* includes, for purposes of this section:
  - (a) any real property owned or controlled by the City that is open to the general public, including but not limited to parks, streets, sidewalks, plazas, or other public areas or facilities;
  - (b) public transportation vehicles; and
  - (c) any real property utilized by another local government entity that receives funding or in-kind assistance from the City.

**(C) Prohibited Conduct.**

- (1) No person shall knowingly while in a public space engage in indecent behavior, display, distribute, or broadcast indecent material, conduct indecent events, or facilitate any of the foregoing prohibited acts, or otherwise subject minors to a prurient interest.
- (2) No funds appropriated by City Council shall be knowingly: (a) used to facilitate in a public space indecent behavior or indecent materials or events; or (b) used to expose or subject minors in any other manner to behavior, materials, or events that predominantly appeals to the prurient interest of minors and that is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors.
- (3) The prohibition on the use of City funds in subsection (2) does not apply to: (a) the identification, removal, and disposal of materials that violate subsection (2); or (b) performances or exhibitions that, when taken as a whole, expresses matters of serious literary, artistic, scientific, or political value.
- (4) For purposes of this section, the standard of proof for determining whether a person engaged in prohibited conduct shall be the preponderance of the evidence.

**(D) Enforcement.**

- (1) The Chief of Police shall be responsible for administering and enforcing the provisions of this section. The City Manager may authorize other City departments to assist the Chief of Police in enforcing this section.
- (2) Any Murfreesboro Police Officer shall have the authority to investigate

suspected violations of this section.

- (3) Any action prohibited under this section shall constitute disorderly conduct, and any Murfreesboro Police Officer, upon probable cause, may order a person to cease any conduct reasonably believed to violate this section. Failure to comply with such order shall be addressed in accordance with applicable state law.

**(E) Penalties; Forfeiture of Use.**

- (1) Any person who knowingly engages in conduct prohibited by this section, whether pursuant to a permit, use agreement, or otherwise, shall be barred from sponsoring an event held on a public space pursuant to a permit issued by, or use agreement with, the City, and from performing, selling goods or services, or exhibiting materials at any such event, for two (2) years from when notice of such violation is issued by the City. In addition, any application for a permit or use agreement to use public space for any reason by an entity controlled by that person shall be denied for two (2) years from when notice of such violation is issued by the City.
- (2) Any person who knowingly engages in conduct prohibited by this section in the presence of minors and that thereby subjects minors to indecent behavior, materials, or an event while in a public space, whether pursuant to a permit, use agreement, or otherwise, in lieu of the penalty under subsection (1), shall be barred from sponsoring an event held on a public space pursuant to a permit issued by, or use agreement with, the City and from performing, selling goods or services, or exhibiting materials at any such event for five (5) years from when notice of such violation is issued by the City. In addition, any application for a permit or use agreement to use for any reason by an entity controlled by that person shall be denied for five (5) years from when notice of such violation is issued by the City.
- (3) Upon receiving credible evidence that a person has knowingly engaged in conduct prohibited by this section, the Chief of Police shall issue and serve such person with a written notice of violation that sets forth the evidence that the person engaged in the prohibited conduct and orders the person to show cause why the person should not forfeit the right to use City property as provided in subsections (E)(1) or (2).
- (4) A person served with a notice of violation and order to show cause may within thirty (30) days of service file a written response to the order contesting the allegations set forth in the notice of violation and requesting a show cause hearing before the City Manager. Failure to file a written request for a hearing within thirty (30) days of service shall result in a waiver of the person's right to a hearing and the imposition of the penalties set forth in the order to show cause.
- (5) The City Manager, or such other employee designated by the City Manager, shall conduct a show cause hearing within fifteen (15) days of the City's receipt of the written request for a hearing, unless the parties agree to extend the time for such hearing in writing. If the respondent should request to extend the time for the hearing, the respondent shall agree to forfeit the right to use City property as provided in subsections (D)(1)(a) and (b) during the pendency of the proceeding.
- (6) At the show cause hearing before the City Manager or the City Manager's designee, the respondent shall have the right to be represented by legal counsel, and both the City and the respondent or respondent's legal counsel shall have the opportunity to present evidence and testimony with respect to the allegations and to cross-examine the other party's witnesses. The City Manager or the City Manager's designee shall issue a written final decision on the matter within fifteen (15) days of the hearing.
- (7) No penalty set forth herein is intended to supplement or diminish the sanctions or penalties of City ordinance or state law for the same conduct.
- (8) Any person who utilizes funds in violation of this section may be subject to additional civil or criminal penalties for the misappropriation of public funds.
- (F) Severability.** If any provision, sentence, or clause of this section is for any reason

found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, or clauses of this section. It is hereby declared by the City that this section would have been adopted had such unconstitutional, illegal, or invalid provision, sentence, or clause not been included herein.”

SECTION 2. This Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

SEAL

## **COUNCIL COMMUNICATION**

**Meeting Date: 05/25/2023**

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**Item Title:** Resolution Setting Time for Council Meetings

**Department:** Administration

**Presented by:** Craig Tindall, City Manager

**Requested Council Action:**

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

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**Summary**

Resolution to change the Council Meeting primarily used for a workshop session.

**Staff Recommendation**

Pass and adopt proposed Resolution 23-R-21 resetting the afternoon meeting of Council on the second week of the month.

**Background Information**

Council previously adopted a resolution setting a regular Council Meeting for 11:30 on the second Wednesday of each month. Although a regular meeting, the primary purpose the afternoon sessions was to create monthly informal sessions allowing staff to present studies or to accommodate longer discussion of matters that are complex or that require more time for Council consideration and direction than is practical in more formal evening meeting.

**Fiscal Impact**

None.

**Attachments**

Resolution 21-R-23

**RESOLUTION 23-R-21** establishing the time of City Council meetings.

**WHEREAS**, Section 20 of the Charter of the City of Murfreesboro provides that the City Council may set the time for regular meetings of the Council by resolution; and

**WHEREAS**, the City Council would like to set regular monthly meetings as set forth herein.

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

SECTION 1. The time of the regular City Council meeting shall be at 6:00 p.m. each Thursday of each month.

SECTION 2. A regular City Council meeting will be held at 11:30 a.m. on the second Thursday of each month.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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

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Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

---

**Item Title:** Professional Services Contract for Design of Cherry Lane Phase 2

**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"/>

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**Summary**

Professional Services Contract for design of Cherry Lane Phase 2.

**Staff Recommendation**

Approve the Professional Services Contract with Wiser Consultants, LLC.

**Background Information**

As detailed in a recent Council workshop, the Corps of Engineers has requested the City relocate the current proposed alignment of Cherry Lane Phase 2 due to encroachments on wetlands and a creek. Accordingly, staff requested a proposal from Wiser Consultants which will include the design of the relocated alignment and complete the final design and bid documents for the entire Cherry Lane Phase 2 project.

This proposed connection is outlined as a committed project within the 2040 Major Transportation Plan. This section of Cherry Lane extends approximately 11,000 linear feet to the west from Siegel Park making a connection to Sulphur Springs Road. The design includes a five-lane curb and gutter section with sidewalks and multiuse paths on each side, respectively. A map outlining the proposed route is attached for your review.

**Council Priorities Served**

*Expand Infrastructure*

Implementation of the 2040 Major Transportation Plan through the extension and widening of existing roadways.

**Fiscal Impact**

The cost of this work, \$617,426, is funded by the FY21 CIP Budget.

**Attachments**

1. Agreement between Wiser Consultants, LLC and City of Murfreesboro.
2. Conceptual Alignment Map.

City of Murfreesboro: Cherry Lane - Phase II

AGREEMENT BETWEEN WISER CONSULTANTS, LLC  
AND  
CITY OF MURFREESBORO, TENNESSEE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into by and between WISER CONSULTANTS, LLC, a Tennessee limited liability company located at 1620 Gateway Blvd., Murfreesboro, Tennessee 37129, hereinafter referred to as "ENGINEER" or "WISER", and CITY OF MURFREESBORO, TENNESSEE, 111 East Vine Street, Murfreesboro, Tennessee 37130, hereinafter referred to as "CITY", who mutually agree as follows:

DECLARATIONS. City desires to retain ENGINEER to provide engineering, related technical, and other professional services in connection with the City's Cherry Lane - Phase 2 Project hereinafter referenced as the "Project." The Project is described as follows:

**City of Murfreesboro's Cherry Lane - Phase 2 project.** The project includes tying into Abigail Avenue, Cider Drive, and existing Cherry Lane.

SCOPE OF SERVICES. Engineer shall provide professional services for Survey, Engineering Design, Bidding Assistance, and Overall Project Management for City of Murfreesboro Cherry Lane - Phase 2 Project. The WISER Fee Proposal & Scope of Work as found in Attachment A shall be considered as an integral part hereof.

1. Engineer shall be paid on a Time and Materials Basis as detailed herein, in the amount not to exceed \$617,426.00 for Survey, NEPA, Design, and Preconstruction Services.
2. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Mayor and City Council approved this Agreement on the \_\_\_\_ Day of \_\_\_\_\_ 2023.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers.

WISER CONSULTANTS, LLC

CITY OF MURFREESBORO, TN

By: 


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

Justin Rains, President/CEO

Title: \_\_\_\_\_

Date: January 16, 2023

Date: \_\_\_\_\_

DocuSigned by:  
  
**APPROVED AS TO FORM**  
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Adam Tucker, City Attorney



## TERMS AND CONDITIONS

### SECTION I: GENERAL RECITALS

WHEREAS, the CITY requires Survey, NEPA, Design, and Bidding services for the Project; and,

WHEREAS, the CITY proposes under the authority of this Agreement to employ the ENGINEER, a firm adjudged by the CITY to be qualified, for the performance of Professional Services described herein on the proposed project as identified herein; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

### SECTION II: SERVICES OF THE ENGINEER

- A. PROJECT'S LOCATION AND GENERAL STATEMENT OF ENGINEER'S ASSIGNMENT. The ENGINEER shall provide the professional services for Survey, NEPA, Engineering Design, Bidding Assistance, and Overall Project Management for the Project.
- B. GENERAL PROJECT CRITERIA. The ENGINEER'S efforts shall include, but not be limited to the WISER Fee Proposal & Scope of Work letter as found in Attachment A which is incorporated herein as if copied verbatim.

Note: In accordance with the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, Sections 107.14 and 107.18, the Contractor is responsible for project site safety. The ENGINEER'S employees are responsible for their personal safety. The ENGINEER is not charged with the role of safety inspector per Section 105.10 and Section 105.11 of Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

Any questions regarding the administration of the contract should be forwarded to the CITY project supervisor.

Criteria needed to supplement the foregoing shall be as directed by the CITY. Throughout the entire work the ENGINEER will endeavor to obtain the most feasible plan with appropriate weight and consideration given to minimizing the cost of the project.

- C. SCHEDULES. The ENGINEER agrees to begin work immediately after receiving authorization to proceed with the work. Any time limitations herein stated are to be conditional upon timely receipt of various information to be supplied by the CITY, upon

the CITY'S close working relationship with the ENGINEER during the several functions of this project, and upon prompt review and approval of the ENGINEER'S work by the CITY and others as requested by the ENGINEER during the life of this agreement.

- D. EXPERT WITNESS SERVICES: It is understood and agreed that ENGINEER'S services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the CITY and ENGINEER describing the services desired and providing a basis for compensation to ENGINEER.

**SECTION III: CITY'S SERVICES**

The CITY agrees to provide to the ENGINEER, without delay, or as they become available, the following:

- A. Copies of all requested material available regarding and indicating policies of the CITY with reference to geometrics, standards, specifications and methods, and other memoranda and directives pertaining to any part or phase of the work.
- B. Access to and use of all reports, data, or information in the possession of the CITY which might prove pertinent to the work set forth herein. No warranty is made as to the sufficiency of such data furnished by the CITY.
- C. Right-of-Entry onto the Project site for ENGINEER'S necessary field studies and surveys. ENGINEER shall endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- D. All information furnished the ENGINEER by the CITY, electronically or otherwise, is provided solely for the specific purpose set forth in this Agreement. Should the ENGINEER use such information for any other purpose, it shall do so at its own risk, and shall assume full responsibility for such action.
- E. The CITY shall provide a project supervisor to oversee and coordinate with the ENGINEER'S project supervisor.

Contact Person	Joe Ehleben, Project Coordinator
Phone	(615) 893-6441
Email	jehleben@murfreesborotn.gov

The "Contact Person" designated above shall have the authority to act on behalf of the CITY to define scope, transmit instructions, and receive information. The Contact Person may also authorize changes in Professional Services and negotiate fees and other changes under this Agreement, which **must** then be approved by the Mayor and City Council.

- F. The CITY, with the assistance of the ENGINEER, shall provide public information/relations for project development.

**SECTION IV: TDOT STANDARD TERMS AND CONDITIONS**

- A. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Tennessee. ENGINEER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The ENGINEER acknowledges and agrees that any rights or claims against the CITY or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all applicable laws.
- B. **GENERAL COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**
  - 1) The ENGINEER is assumed to be familiar with and observe and comply with those Federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the state and Federal Government regarding fortifications, military and naval establishments and other areas. The ENGINEER shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
  - 2) The parties agree that failure of the ENGINEER to comply with this provision shall constitute a material breach of this Agreement and subject the ENGINEER to repayment of all damages by the CITY as a result of said breach.
- C. **STATE LAW:** Nothing in this Agreement shall require the CITY to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided that if any of the provisions of this Agreement violate any applicable state law, the ENGINEER will at once notify the CITY in writing in order that appropriate changes and modifications may be made by the CITY and ENGINEER to the end that the CITY and ENGINEER may proceed as soon as possible with the Project.
- D. **SUBMISSION OF THE PROCEEDINGS, AGREEMENTS, AND OTHER DOCUMENTS:** The ENGINEER shall submit to the CITY such data, reports, records, agreements, and other documents relating to the Project as the CITY, TDOT and the Federal Highway Administration may require.
- E. **APPROPRIATION OF FUNDS:** This Agreement is subject to the appropriation and availability of CITY, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the CITY reserves the right to terminate the Agreement upon thirty (30) days written notice to the ENGINEER. Said termination shall not be deemed a breach of contract by the CITY. Upon receipt of the written notice,

the ENGINEER shall cease all work associated with the Agreement. Should such an event occur, the ENGINEER shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the ENGINEER shall have no right to recover from the CITY any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- F. RIGHTS AND REMEDIES NOT WAIVED: In no event shall the making by the CITY of any payment to the ENGINEER constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the ENGINEER and the making of such payment by the CITY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default. Any invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- G. CITY NOT OBLIGATED TO THIRD PARTIES: The CITY shall not be obligated or liable hereunder to any party other than the ENGINEER.
- H. INDEPENDENT CONTRACTOR: The parties hereto, in the performance of this agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- I. Tennessee Department of Transportation Debarment and Suspension: In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the ENGINEER certifies that it is not suspended or debarred and agrees that it shall not permit any debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.
- J. Equal Employment Opportunity:
  - 1) In connection with the performance of any Project, the ENGINEER shall not discriminate against any employee or applicant because race, age, color, religion, gender, pregnancy, marital status, military status, disability or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, gender, pregnancy, marital status, military status, disability 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.

- 2) The ENGINEER shall insert the foregoing provision in all agreements modified only to show the particular relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the ENGINEER shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the CITY or TDOT setting forth the provisions of the nondiscrimination clause.

K. TITLE VI, CIVIL RIGHTS ACT OF 1964. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER ") agrees as follows:

- 1) Compliance with Regulations: The ENGINEER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix H and 23 CFR 710.405(b), as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The ENGINEER, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the ENGINEER of the ENGINEER'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin.
- 4) Information and Reports: The ENGINEER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.

City of Murfreesboro: Cherry Lane - Phase II

- 5) EXECUTIVE ORDER 11246 AND EXECUTIVE ORDER 11375: During the performance of work under this Agreement the ENGINEER agrees to comply with the policies set forth in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 6) TITLE VI ADDITIONAL ASSURANCES: ENGINEER incorporates by reference Tennessee Department of Transportation Title VI Assurances- Appendix A by reference as if copied verbatim herein. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
- 7) SANCTIONS FOR NONCOMPLIANCE: In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
  - a) withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or
  - b) cancellation, termination, or suspension of the contract in whole or in part.
- L. AMERICANS WITH DISABILITIES ACT: ENGINEER will comply with all the requirements as imposed by the Americans with Disabilities Act and the regulations of the federal government issued thereunder. The ENGINEER shall comply with the Vocational Rehabilitation Act of 1973 as approved by Congress on September 26, 1973, herein incorporated by reference, which prohibits employment discriminations against physically handicapped persons.
- M. DBE SUBCONSULTANTS. In the event that DBE subconsultants are a part of this contract, the ENGINEER will report at least quarterly all amounts paid to any DBE subconsultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) subconsultants.
- N. CONFLICTS OF INTEREST:
  - 1) ENGINEER warrants that no amount shall be paid directly or indirectly to an employee or official of the CITY, the State or the Federal government as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to ENGINEER in connection with any work contemplated or performed relative to this Agreement.
  - 2) The ENGINEER shall insert in all agreements entered into in connection with the Project and shall require its subcontractors to insert in each of its subcontracts, the following provision:

"No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the ENGINEER in connection with any work contemplated or performed relative to this Agreement."

City of Murfreesboro: Cherry Lane - Phase II

- O. INTEREST OF MEMBERS OF OR DELEGATES TO, CONGRESS (APPLIES TO FEDERAL AID PROJECTS}: No member of or delegate of the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
  
- P. RESTRICTIONS ON LOBBYING (APPLIES TO FEDERAL AID PROJECTS): The ENGINEER certifies, by signing this Agreement to the best of its knowledge and belief, that:
  - 1) No federally appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any Federal 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 this Agreement, 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 this Agreement, or any Federal contract, grant, loan, or cooperative agreement.
  
  - 2) 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan or cooperative agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
  - 3) The ENGINEER will require that the language of this certification be included in all subcontracts at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly. The ENGINEER understands that this certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.
  
  - 4) The ENGINEER agrees that during the period of performance of this agreement it and its sub-recipients must file a disclosure form at the end of each calendar year quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any previously filed disclosure form. Events that are considered to materially affect the accuracy of information reported are described in Subpart A, Section 1230.110(c) of the Office of Management and Budget interim final guidance pertaining to Federal government- wide restrictions on lobbying established by Section 319 of Public Law 101-121.

Q. Records:

- 1) The ENGINEER shall maintain documentation for all charges against the CITY under this Agreement. All costs charged to the Project, including any approved services contributed by the ENGINEER or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the CITY and TDOT the nature and propriety of the charges. The books, records, and documents of the ENGINEER, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the CITY at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- 2) Copies of these documents and records shall be furnished to the CITY, TDOT or their duly appointed representatives, upon request. Records of costs incurred includes the ENGINEER'S general accounting records and the Project records, together with supporting documents and records, of the ENGINEER and all subcontractors considered necessary by the CITY for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.
- 3) The aforesaid requirements to make records available to the CITY and TDOT shall be a continuing obligation of the ENGINEER and shall survive a termination of the Agreement.
- 4) ENGINEER shall consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the CITY.

R. INSPECTION

- 1) The ENGINEER shall permit, and shall require its subcontractor or materials vendor to permit, the CITY's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 2) The CITY reserves the right to terminate this Agreement for refusal by the ENGINEER or any subcontractor or materials vendor to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Agreement.

S. Termination for Convenience: The CITY may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement



by the CITY. The CITY shall give the ENGINEER at least thirty (30) days written notice before the effective termination date. The ENGINEER shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CITY be liable to the ENGINEER for compensation for any service which has not been rendered. The final decision as to the amount for which the CITY is liable shall be determined by the CITY. Should the CITY exercise this provision, the ENGINEER shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- T. Termination for Cause: If the ENGINEER fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the ENGINEER violates any terms of this Agreement, the CITY shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by virtue of any breach of this Agreement by the ENGINEER.
- U. How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- V. Agreement Format: All words used herein in the singular form shall extend to and include all plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- W. Certification Regarding Third Party Contracts: The ENGINEER certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
  - 1) The ENGINEER further certifies by its signature hereunder that it has disclosed and provided to the CITY a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
  - 2) The ENGINEER further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the CITY.
  - 3) The ENGINEER hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the ENGINEER to the repayment of funds received from or through the CITY under this Agreement and to the payment of all damages suffered by the CITY as a result of said breach.

City of Murfreesboro: Cherry Lane - Phase II

- X. AMENDMENT: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.
- Y. CITY LIABILITY: The CITY shall have no liability except as specifically provided in this Agreement.
- Z. FORCE MAJEURE: The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- AA. REQUIRED APPROVALS: The CITY is not bound by this Agreement until it is approved by the appropriate CITY officials in accordance with its charter, applicable Tennessee State laws and regulations.
- BB. VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974: The ENGINEER shall comply with Section 2012 of the Vietnam Era Veterans Readjustment Act of 1974 which requires the ENGINEER to take affirmative action to employ and advance in employment qualified veterans of the Vietnam Era.

#### SECTION V: PAYMENTS

For the satisfactory performance of all services and assumption of the intrinsic responsibilities described and set forth in Section II, the CITY agrees to compensate the ENGINEER as hereinafter provided, subject to final approval of the CITY:

The Professional Services will be conducted in accordance with the Scope of Work and Tasks set forth in the Proposal by WISER and attached as Attachment A for the Time and Materials amount not to exceed \$617,426.00, excluding reimbursable expenses, and will only be exceeded with written approval of the CITY. Phase services, if any, will be part of a supplement to this Agreement.

- A. ENGINEER may invoice CITY herein to be consistent with services actually rendered but shall not exceed the \$617,426.00 amount unless approved in writing by the CITY.
- B. The fee amount does not include costs for environmental or regulatory permits or costs of advertisement and notices.
- C. The fee amount does not include costs for any subconsultants if required. The City will contract directly with any geotechnical or right-of-way Consultants if required
- D. TRAVEL EXPENSES: Travel expenses are included in the Lump Sum amount. The ENGINEER shall not request extra payment for any reason other than for a change in scope of work unless otherwise requested and authorized by the CITY.

- E. ENGINEER shall submit invoices to CITY for services rendered during each invoicing period, which shall be on a monthly basis. CITY shall review invoices submitted by ENGINEER within 15 days of receipt and shall promptly either approve said invoices or notify ENGINEER of any disputed items. Approval of invoices by CITY shall not be unreasonably withheld.
- F. PAYMENT OF INVOICES: Invoices are due Net 30 from invoice date.
- G. ADDITIONAL WORK. In the event that the CITY, in writing, requests the ENGINEER to perform additional services on the project not covered by Section II of this Agreement, the ENGINEER agrees to perform the same after a written agreement between the CITY and the ENGINEER has been entered into and approved. At the discretion of the CITY, said agreement may provide for an appropriate increase(s) in the ENGINEER'S net fee for the performance of said Additional Work. Extension of the construction contract time resulting in additional man hours being used under this Agreement shall not be considered additional work and an increase to the net fee will not be allowed. It is understood and agreed that no work relative to Additional Work or Change of Work (see Paragraph E immediately below) shall be performed by the ENGINEER prior to the CITY'S issuance of a work order for such Additional Work or Change of Work except in those cases when the CITY deems it to be in the public interest to issue a written order prior to the origination of a supplemental agreement. In such instances, the CITY will consider an early issuance of a work order upon its prior ascertainment of the necessity for the work and upon its assurance that additional compensation is warranted.
- H. ERRORS. In the event that additional work may be necessary to correct errors in the work required by the contract, it will be performed without undue delays or additional cost to the CITY.
- I. CHANGE OF WORK. In the event the CITY should decide during the course of this work that there exists the need to change any work performed by the ENGINEER under this Agreement after some element of work has been approved by the CITY, the CITY shall notify the ENGINEER, in writing, to make the change, and the ENGINEER shall make the change as directed. Payment therefor is to be made by the CITY after a written agreement is entered into between the CITY and the ENGINEER providing for appropriate adjustment in the compensation ceiling inclusive of appropriate adjustment in the ENGINEER'S net fee, which amounts shall be as negotiated.
- J. ABANDONMENT OF PROJECT. In the event the CITY decides to abandon all or any part of any project subsequent to the effectuation of this Agreement, the ENGINEER shall be paid by the CITY for all work completed prior to its having received written notice from the CITY to stop work.

SECTION VII: MISCELLANEOUS PROVISIONS

The ENGINEER and the CITY mutually agree as follows:

- A. OWNERSHIP OF ENGINEERING DOCUMENTS: Tracings, plans, specifications, any maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the CITY. Basic design notes and sketches, charts, computations, all original drawings, and other data prepared or obtained under this Agreement shall be made available, upon request, to the CITY without restriction or limitation of their use.
- B. DELAYS AND EXTENSIONS: Time is of the essence with this Agreement. Reasonable extensions of promised times shall be mutually arrived at by the parties in the event of unavoidable delays.
- C. PROGRESS: The ENGINEER shall prepare detailed progress schedules for the project or items of the work and shall submit monthly progress reports based on such schedules to the CITY. Each report shall provide an identification of work accomplished since the previous report.
- D. MEDIATION: Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the ENGINEER and the CITY shall be referred to a mediator before either party pursues other means of redress. The mediator shall be a person agreed upon by both parties.
- E. SUBLETTING, ASSIGNMENT, OR TRANSFER: Subletting, assignment, or transfer of all or part of the interest of the ENGINEER is prohibited unless by written consent of the CITY and all agencies participating in the funding of this Agreement.
- F. EMPLOYMENT OF CITY WORKERS: The ENGINEER shall not engage, on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the CITY or the State of Tennessee, except regularly retired employees, without the written consent of the CITY.
- G. COVENANT AGAINST CONTINGENT FEES: The ENGINEER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- H. ENGINEER'S ENDORSEMENT: The ENGINEER'S endorsement shall be placed on the final maps of the survey, on preliminary and final construction plans, specifications, estimates, also other engineering data and documents furnished by the ENGINEER to the CITY, as applicable.
- I. CONTROL: To the extent applicable, all work by the ENGINEER is to be performed in

a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the Tennessee Department of Transportation ("TDOT") and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23 U.S.C., Sec. 109(b) as amended. The decision of the CITY is to control in all questions regarding locations, type of design, dimension of design, and similar questions. The ENGINEER is to periodically request sufficient conferences to ensure that the work is being done by the ENGINEER in a satisfactory manner and that all locations and designs are made in accordance with the wishes of the CITY.

- J. COST ESTIMATES: The CITY hereby acknowledges that ENGINEER cannot warrant that opinions or estimates of costs provided by ENGINEER will not vary from actual cost incurred by the CITY.
- K. EFFECT OF EXISTING DATA ON AMOUNTS PAYABLE: The ENGINEER hereby certifies that prior to Agreement of the parties to this Agreement on the amounts payable, as expressed in Section V, ENGINEER reviewed, considered, and evaluated existing engineering data, traffic counts, services and projections to be provided by the CITY, other materials and data to be furnished by the CITY, and determined the amounts payable in contemplation of the effect of said data and materials upon its undertaking under this Agreement. Existing engineering data so reviewed, considered, and evaluated includes, but is not necessarily limited to, those set out in Section 111.
- L. EQUIPMENT AND INSTRUMENTATIONS: It is understood and agreed that if any additional equipment is needed for the project, the CITY must be notified prior to any action. If necessary, said equipment shall be purchased by the CITY in compliance with the CITY'S low bid procedures. Said equipment shall be considered as the CITY'S property unless other means pertaining to the disposition of same are provided elsewhere within this Agreement.
- M. ENVIRONMENTAL PROTECTION REGULATIONS: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, or requirements set forth under Section 306 of the Clean Air Act (42 U.S.C. 1857 h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- N. ENERGY POLICY AND CONSERVATION ACT: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, and requirements relating to energy efficiency contained in the TDOT energy conservation plans issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- O. STANDARD OF CARE: The ENGINEER shall assume full responsibility for the quality of the ENGINEER'S work and its conformance with all applicable laws, rules, regulations and orders governing said work. The ENGINEER shall perform its duties in conformance with the reasonable standard of care as applicable to members of its profession within the State of Tennessee practicing under similar conditions. There is no warranty, express or implied, by way of illustration and not limitation, warranty for fitness of particular purpose, or warranties of merchantability.
- P. COPYRIGHTING: The ENGINEER shall be prohibited from copyrighting any papers, reports, forms or other material which is a part of any work under this Agreement without

written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

- Q. NOTICES: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
- R. PROHIBITION OF ILLEGAL IMMIGRANTS: The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the state of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Agreement.
- 1) The ENGINEER hereby attests, certifies, warrants, and assures that the ENGINEER shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement. The ENGINEER shall reaffirm this attestation, in writing, by submitting to the CITY a completed and signed copy of the document as Attachment 8, hereto, semi-annually during the period of this Agreement. Such attestations shall be maintained by the ENGINEER and made available to CITY officials upon request.
  - 2) Prior to the use of any subcontractor in the performance of this Agreement, and semi-annually thereafter, during the period of this Agreement, the ENGINEER shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Agreement. Attestations obtained from such subcontractors shall be maintained by the ENGINEER and made available to CITY officials upon request.
  - 3) The ENGINEER shall maintain records for all personnel used in the performance of this Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the CITY.
  - 4) The ENGINEER understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit the ENGINEER from contracting with, or submitting an offer, proposal, or bid to contract with the state of Tennessee to supply goods or services for a period of one year after the ENGINEER is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.
  - 5) For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or

City of Murfreesboro: Cherry Lane - Phase II

allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.

- S. ELECTRONIC FORMAT: ENGINEER deliverables may include database design, electronic computer-aided design and drafting (CADD) files, or other electronic documents or deliverables. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, databases and electronic files shall be developed based on ENGINEER'S standard practice and procedure. ENGINEER shall not be liable for any erroneous information supplied by the CITY or third party that ENGINEER relies upon and incorporates into an electronic file or other documents.
- T. WARRANTY: Due to the easily alterable nature of electronic media, files, documents, and other deliverables, ENGINEER makes no warranties, either expressed or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance in any software used by the CITY or any other consultant or contractor.
- U. SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- V. INSURANCE:
- 1) During the performance of the Services under this Agreement, ENGINEER shall maintain the following minimum insurance:
    - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
    - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
    - c) Worker's Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
    - d) Professional Liability Insurance with a limit of \$2,000,000 annual aggregate.
  - 2) ENGINEER shall add the CITY as an additional insured on its General Liability Insurance and Automobile Liability Insurance policies and as a certificate holder on its Workers' Compensation and Professional Liability Insurance policies.
  - 3) ENGINEER shall, upon execution of this Agreement, furnish CITY certificates of insurance and copies of endorsements (blanket or specific) documenting that the CITY is named as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies in a form(s) **as is** agreeable to the CITY, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.
  - 4) No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. CITY agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and

City of Murfreesboro: Cherry Lane - Phase II

performance bonds by the Project's construction contractor as CITY deems adequate to indemnify CITY, ENGINEER, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

Section VIII: ENTIRETY OF THE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a CITY purchase order or other standard or preprinted work authorization issued by the CITY shall be null and void, even if such document is of later date.

This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: WISER Fee Proposal & Scope of Work
- Attachment B: Wiser Consultants' Schedule of Hourly Fees
- Attachment C: "Attestation Regarding Personnel Used in Contract or Agreement Performance"





Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

January 16, 2023

## Attachment A

Chris Griffith, PE  
Executive Director of Public Infrastructure  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37133

**Subject: Proposal for Survey through Construction Plans  
Cherry Lane – Phase II**

Wiser Consultants, LLC is pleased to submit the attached Design Services proposal as requested for the subject project. Our scope, assumptions and fee are as follows:

### **SCOPE AND ASSUMPTIONS:**

#### ***Survey Services***

##### **Initial Survey:**

Wiser will perform an engineering design survey and update the original survey within the attached limits along Cherry Lane (see attachment). Wiser will use a combination of traditional ground survey methods along with mobile and aerial lidar to collect or update topographic and roadway features. Wiser will provide field survey services to collect above ground utilities, storm, and sanitary inverts. Right-of-way lines will be resolved throughout the survey limits along with the resolution of 10 new property tracts as well as confirming additional portions of 4 property tracts from the original survey (see attached tract count). Underground utilities will be limited to 811 markings and records provided to Wiser by individual utility owners within the survey limits, as well as along Leanna Rd in the area of the original survey. No quality level "A" or "B" S.U.E. will be included. Excluded from the survey will be drainage areas, profiles, stream alignments, floodplain sections, parcel creation, and station/offset annotations along existing property and right-of-way lines. Deliverables will be in Microstation and Geopak format.

##### **Septic System Survey:**

Wiser will locate septic system markings for necessary parcels at the request of the design engineer for no more than 15 tracts. Wiser survey will not mark the septic systems or coordinate with a soil scientist. The location of the septic system features will be included in the CADD deliverables.

##### **ROW Staking:**

Wiser will perform ROW staking throughout the corridor. This will be a one-time staking of ROW and proposed easements. Our assumption is that Wiser will be released to perform staking for the entire corridor upon initial request.



Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

### **Environmental Boundary Survey:**

Wiser will survey markings for wetlands, streams, sinkholes, wet weather conveyances, and other environmental features per the environmental boundary report that will be provided to Wiser. The location of the environmental features will be included in the CADD deliverables.

### **Tract Exhibits and Legal Descriptions:**

At the design engineer's request, Wiser will provide tract surveys, ROW/easement exhibits and legal descriptions for specified tracts.

### ***Design Services***

1. Attend monthly team meetings with the City of Murfreesboro throughout the life of the project.
2. Provide engineering design services to prepare preliminary, right-of-way, and construction documents for the project per City of Murfreesboro guidelines, specifications, and standard drawings.
  - a. Preparation of Line and Grade plans to be submitted to City of Murfreesboro for review.
  - b. Assumes addressing related comments and alignment revisions from the City's review.
  - c. Storm water design along the proposed corridor.
  - d. Provide utility coordination as necessary with those agencies that will be affected by this project.
  - e. Partner with a Griggs and Maloney to supply environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material, or archeological sites.
  - f. Wiser will acquire a general storm water permit (NPDES) and develop a storm water pollution prevention plan (SWPPP) per TDEC requirements, and related coordination.
  - g. Assumes three (3) plan submittals to the City at various stages of project development for review and approval: 1) preliminary, 2) right-of-way, 3) final construction plans.
3. Prepare itemized estimate of probable cost using TDOT pay item numbers.
  - a. A construction cost estimate will be provided at the beginning of the right-of-way acquisition phase.
  - b. A detailed construction cost estimate will be provided at the end of the design phase once quantity take-offs have been prepared.
  - c. An updated construction cost estimate will be provided prior to Bid advertisement.
4. Prepare bid documents per City of Murfreesboro guidelines.
5. Prepare bid notice on behalf of the City of Murfreesboro (The City will be responsible for any related costs for this activity).
6. Assist City in evaluation of bids and recommendation for contract award.



Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

***The project will be developed using the following assumptions and criteria:***

1. The typical sections for Cherry Lane, Abigail Avenue, and the existing Cherry Lane tie-in will not change from those already in use on this project.
2. Right-of-way width will vary.
3. Total Project length is approximately 9,700 L.F. Approximately 60% of the project length will be new alignments.
4. The typical maximum side slope shall be 3:1.
5. The minimum longitudinal slope will be 0.50%.
6. Maximum superelevation rate of 4% for urban design shall be utilized.
7. Any related utility design and/or relocation will be by others.
8. Entire project to be constructed as a single phase.
9. Project to have a single bid cycle.

***Items that are not included within the scope of work and can be negotiated at a later date as additional services:***

1. Property acquisition services.
2. Design or development of additional roads other than those previously listed.
3. Roadway or pedestrian lighting.
4. Landscaping improvements.
5. Services or costs associated with mitigation of environmental features discovered during the project.
6. Additional services that may be required by regulatory agencies to fulfill permit requirements.
7. Survey updates due to residential, commercial, or industrial development.
8. Any public involvement meetings or presentations.
9. Any changes to the horizontal and/or vertical alignment or typical section after comments have been received from the City.
10. Traffic counts or studies.
11. Construction Engineering Inspection (CEI) and related services.
12. Costs necessary to advertise and/or bid the project more than once.
13. Studies or design of a detention/retention pond.
14. Retaining wall design.
15. Septic/field lines identification by a soil scientist.



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1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

**The following will be provided or paid by the City of Murfreesboro:**

1. City Mapping.
2. City Contours.
3. Any traffic data on Cherry Lane, Cider Drive, or Abigail Ave.
4. All fees for permit applications.
5. All fees for advertisements.
6. Property access notification for Surveying services.

**FEE:**

**Survey Services**

Initial Survey:	Hourly not to exceed \$34,000
Septic System Survey	Hourly not to exceed \$5,000 (does not include fee for markings)
Right of Way Staking:	Hourly not to exceed \$15,000
Environmental Boundary Survey	Hourly not to exceed \$5,000
Tract Exhibits & Legal Descriptions:	Hourly not to exceed \$46,000 (\$1,000 per tract)

**Design Services**

Roadway Design:	Hourly not to exceed \$479,576
Utility Coordination:	Hourly not to exceed \$5,000
Bidding Assistance:	Hourly not to exceed \$8,000

**SCHEDULE:**

Field work can begin within 2 weeks after notice to proceed with full delivery occurring no later than 20 weeks later. Design services will proceed after the completion of the design survey.

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-278-1500 or [MWtapp@wiserconsultants.com](mailto:MWtapp@wiserconsultants.com).

Sincerely,

**Wiser Consultants, LLC**

**Michael Tapp, PE  
Project Manager**



Wiser Company, LLC  
 1620 Gateway Boulevard, Suite 201  
 Murfreesboro, Tennessee 37129

## Attachment B

### Schedule of Hourly Fees

**January 1, 2022 - December 31, 2022**

Principal Engineer	\$230
Senior Project Manager	\$200
Senior Engineer	\$195
Project Manager	\$165
Project Engineer II	\$155
Project Engineer I	\$140
Engineer Intern II	\$135
Engineer Intern I	\$120
Engineering Technician	\$120
CAD Technician	\$105
Resident Project Representative	\$105
Senior Surveyor	\$180
Survey Project Manager	\$150
Registered Land Surveyor	\$140
1 Person Survey Crew	\$125
2 Person Survey Crew	\$175
3 Person Survey Crew	\$210
Survey CAD Technician	\$130
Utility Coordinator	\$120
Cartographic Manager	\$140
Certified Photogrammetrist	\$135
Cartographic Tech II	\$120
Cartographic Tech I	\$105
Lidar Tech II	\$120
Lidar Tech I	\$105
Clerical Staff	\$90
<b>Equipment</b>	
Static Laser Scanner	\$ 1000/Day
Mobile Laser Scanner	\$ 18,000/Day

**ATTACHMENT C**

**ATTESTATION REGARDING PERSONNEL USED IN  
CONTRACT / AGREEMENT PERFORMANCE**

<p><b>SUBJECT CONTRACT / AGREEMENT NUMBER:</b></p>	<p>City of Murfreesboro - Professional services for Survey, Engineering Design, Bidding Assistance, and Overall Project Management for the City of Murfreesboro Cherry Lane - Phase 2 Project</p>
<p><b>ENGINEER/ CONTRACTOR LEGAL ENTITY NAME:</b></p>	<p>WISER CONSULTANTS, LLC</p>
<p><b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)</p>	<p>46-2394712</p>

The Engineer/ Contractor, identified above, does hereby attest, certify, warrant, and assure that the Engineer/Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract/ Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Contract/ Agreement.

SIGNATURE: 

DATE: January 16, 2023

**NOTICE: This attestation MUST be signed by an Individual empowered to contractually bind the Engineer/ Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the Individual's authority to contractually bind the Engineer/ Contractor.**

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors



P.O. Box 2968  
Murfreesboro, TN 37133-2968  
(615) 895-8221  
Fax: (615) 895-0632

December 22, 2022

Via Email

Wiser Consultants  
Mr. Michael Tapp, PE  
Senior Project Manager  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

**RE: Proposal to Provide Environmental Services  
Cherry Lane Phase II – Alternative 2 Revisions  
Murfreesboro, Rutherford County, Tennessee**

Dear Mr. Tapp:

Thank you for considering this proposal from Griggs & Maloney Inc. (G&M) to provide environmental assistance with conducting a Jurisdictional Waters Determination (JWD) and composing associated regulatory environmental permitting associated with the recent revisions to the Cherry Lane – Phase II project where the proposed alignment has changed from Alternative 4 to Alternative 2.

The scope of services presented herein is based on previous data collected by G&M, information provided to this firm, and review of published maps for this project. G&M's proposal consists of the following tasks:

**A. Scope of Services**

**Task A – Jurisdictional Waters Determination:**

G&M shall conduct a Jurisdictional Waters Determination (JWD) within the bounds of the alignment of Alternative 2, as shown on a map provided by Wiser Consultants on 12-22-2022. The JWD will consist of map evaluation, conducting field examination, and composing a report that will detail the findings of the JWD. The JWD will be conducted by a Qualified Hydrologic Professional (QHP) and includes the delineation of any identified wetlands and Hydrologic Determinations (HD) will be conducted on any identified drainage channels that occur within the alignment corridor.

The JWD will also include performing reverification of TN SQT data that was previously collected on stream channels that occur within the revised alignment.

All work will be conducted using current regulatory protocols and guidelines for both the State of Tennessee and U.S. Army Corps of Engineers. A JWD report, which will provide details, photos, copies of the determination forms for any identified aquatic features, and a map showing the location of any identified aquatic resources located within the alignment corridor, will be composed and provided within one week upon completion of field work.

Upon approval, the report will be submitted to USACE and TDEC for review and concurrence of the JWD to facilitate environmental permitting of the Cherry Lane – Phase II project.

**Task B – Regulatory Permitting:**

G&M proposes to revise the existing Cherry Lane – Phase II permit, that has previously been submitted to TDEC and USACE, to reflect the recent changes to the proposed alignment from Alternative 4 to Alternative 2.

Upon completion of Task A, G&M will evaluate and quantify environmental impacts from the proposed project. Subsequently, G&M will modify the existing environmental permits to reflect the changes in proposed alignments and associated environmental impacts. The permits will also include updated information on the type and amount of compensatory mitigation required to provide compensation for stream and/or wetland impacts induced from the new alignment.

A draft of the revised permit application for both the State and Federal permits will be submitted for review. Upon your approval, the permits will be finalized and submitted to the respective regulatory agencies.

**B. PERFORMANCE SCHEDULE**

**Task A:** Griggs & Maloney, Inc. will immediately begin scheduling the field work associated with Task A. Upon completion of field investigation, G&M will provide the JWD report within one week upon completion of field investigation.

Please note that the performance schedule associated with conducting the field investigation for the JWD is contingent upon weather conditions. Ideal conditions for conducting the delineation would be to perform field investigation where no precipitation occurs within the previous 48-hours.

**Task B:** G&M will begin modifying the existing regulatory permits and documentation for re-submittal to the appropriate regulatory agency upon completion of Task A.

**C. FEE SCHEDULE** - Griggs & Maloney, Inc. proposes to conduct the above-described tasks for a lump sum of \$19,850 based on the following fee schedules;

- **Task A:** G&M proposes to conduct the JWD for a cost of \$10,575.
- **Task B:** G&M proposes to compose and submit the revised regulatory permits for a cost of \$9,275.



The provided scope of services under Task B and Task B Fee Schedule does **not** include regulatory permitting fees or any potential additional service costs (i.e., Archeological/Cultural Resources surveys / etc.) that may be required by regulatory agencies to fulfill the requirements needed to complete and issue the permit.

Please note that the fee schedule provided for Task B is based on the project requiring an Individual ARAP for TDEC and an Individual Permit for USACE. Due to the uncertain nature of the permit review process for both the State and Federal regulatory agencies, any additional time required to address Requests for Additional Information (RAI) or conducting regulatory coordination with other state and or federal agencies concerning the regulatory permits will be billed according to G&M's 2022 Standard Hourly Rates, which is attached to this proposal.

The fee schedule described within this proposal remains valid for 90-days from the date listed in this proposal. If an executed proposal is not received within 90-days then the fee schedule is subject to change.

Griggs & Maloney, Inc. sincerely appreciates the opportunity to be considered as your consultant for this project. I am confident that our knowledge, skills and experience will ensure the successful completion of this important project in a timely and cost-efficient manner. If the above-described proposal meets your approval, please sign the Proposal Acceptance below and return to me via email.

If you have any questions regarding this proposal, or about Griggs & Maloney, Inc., please call me at (615) 895-8221.

Sincerely,

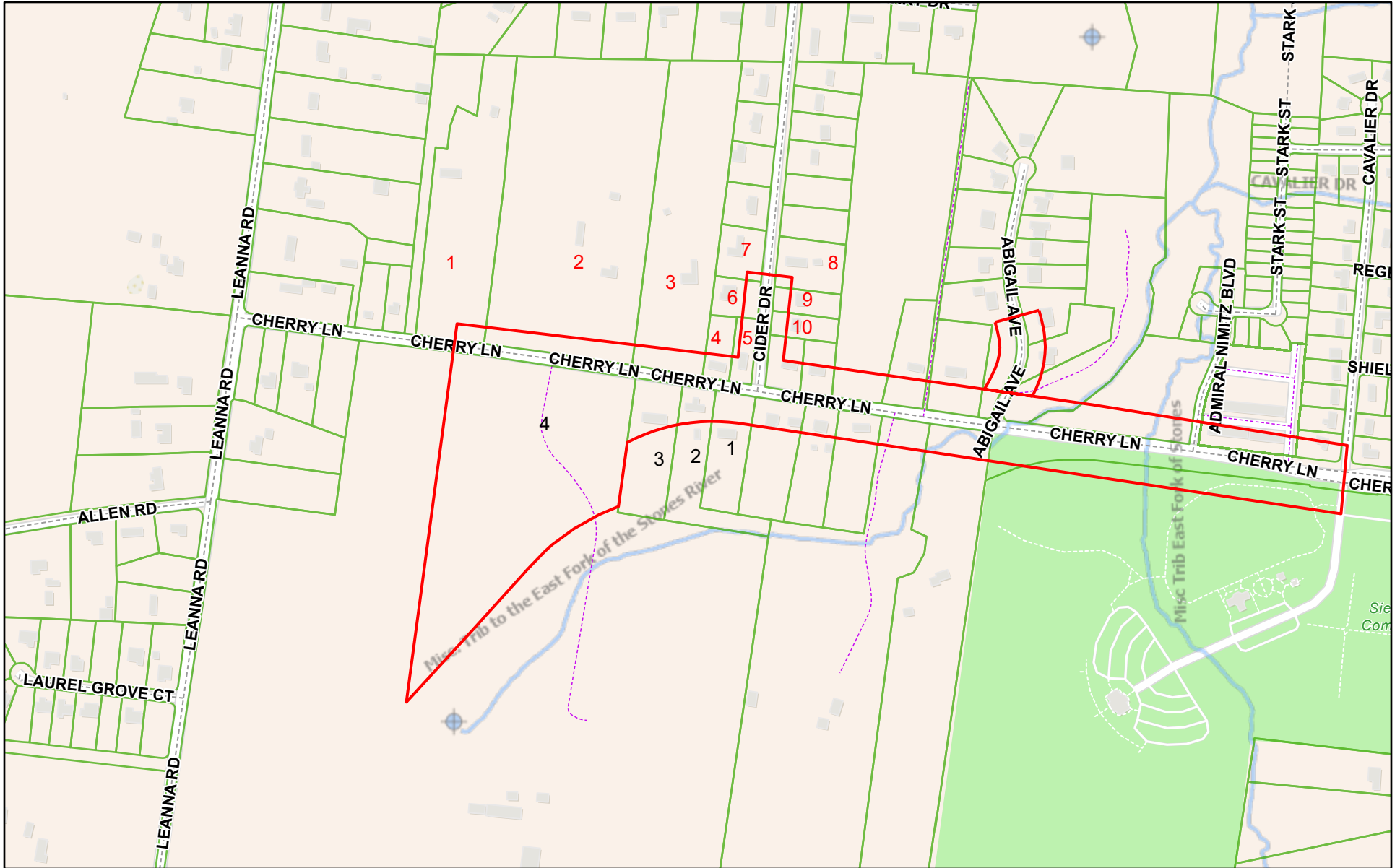
-ANDREW SANDERS



GRIGGS & MALONEY, INC.  
745 S. CHURCH ST, STE 205  
MURFREESBORO, TN 37130  
PHONE: 615-895-8221  
MOBILE: 615-796-9134  
FAX: 615 895-0632  
[ASANDERS@GRIGGSANDMALONEY.COM](mailto:ASANDERS@GRIGGSANDMALONEY.COM)  
[WWW.GRIGGSANDMALONEY.COM](http://WWW.GRIGGSANDMALONEY.COM)

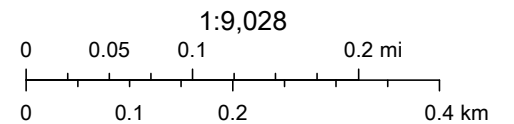


# Murfreesboro GIS Data



1/5/2023, 4:16:03 PM

- Private Streets
- Parcels
- Stream Lines
- Style1
- Streets
- Springs



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

City Of Murfreesboro IT Department

# Cherry Lane Phase 2 Alignment



City Spray Fields

Jordan  
Soccer  
Fields

Siegel Soccer Park



## COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

---

**Item Title:** Old Fort Golf Course Renovations

**Department:** Golf

**Presented by:** Trey Adams, Golf 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 renovations to Old Fort Golf Course.

**Staff Recommendation**

Approve Old Fort Golf Course project utilizing existing bond and loan proceeds.

**Background Information**

In 2021, a plan was implemented to replace the aging turfgrass on the putting greens at Old Fort Golf Course that were nearing the end of their 20-to-30-year lifespan. During that process, plans were also made for needed substantial improvements to support a strong future for the City's golf program. In March 2022, City Council approved a design contract for the needed upgrades.

The design has been completed and the proposed improvements have been presented to staff. These recommendations include comprehensive turf renovations, bunker and drainage improvements, and upgrades to the cart paths. The benefits of these improvements include long term savings on the facility's operating and maintenance costs and will benefit the City for years to come. If funding is approved, staff will begin the bidding process for this project.

**Council Priorities Served**

*Responsible budgeting*

Appropriately maintaining City facilities in a proactive manner is an important aspect of responsible budgeting.

**Operation Issues**

Due to the impacts of these improvements, it is estimated that the main golf course will be closed for four months during the summer of 2024. During this closure the clubhouse, snack bar, and driving range will remain open. Full time staff will work as normal and part-time facility attendants will work as needed or be reassigned.

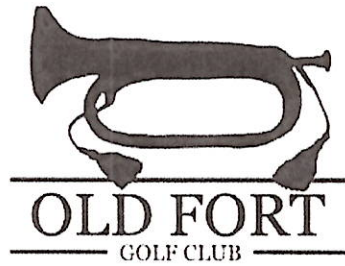
**Fiscal Impact**

The estimated cost of the Old Fort Golf Course project is \$1.48 million dollars. This will be funded from the FY21 CIP budget and reallocated FY22 bond proceeds available from

deferred projects. The revenue lost during the golf course closure is estimated to be \$770,000 split between the FY24 and FY25 budget cycles.

**Attachments**

1. Bunker and Greens Renovation Construction Drawings.
2. CIP Transfer Form.



# **BUNKER & GREENS RENOVATION PROJECT**

***CONSTRUCTION DRAWINGS***  
***15 AUGUST 2022***

**NATHAN CRACE | ASGCA**



**MEMBER** | AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS

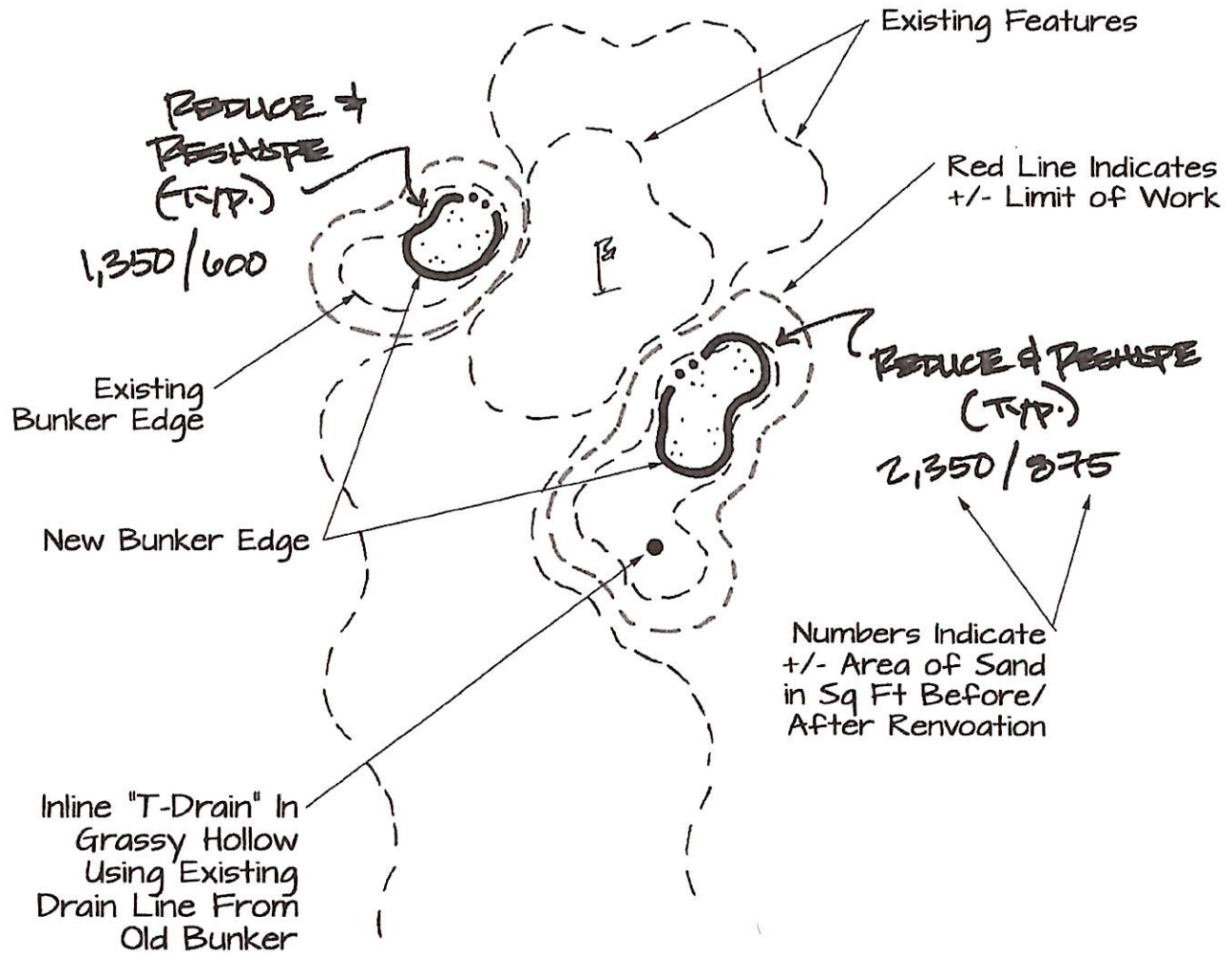
**WATERMARK GOLF** NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MAGEE, MS | 39111  
**PHONE** 601-849-0461

watermarkgolf.com | watermarkgolf.co.uk

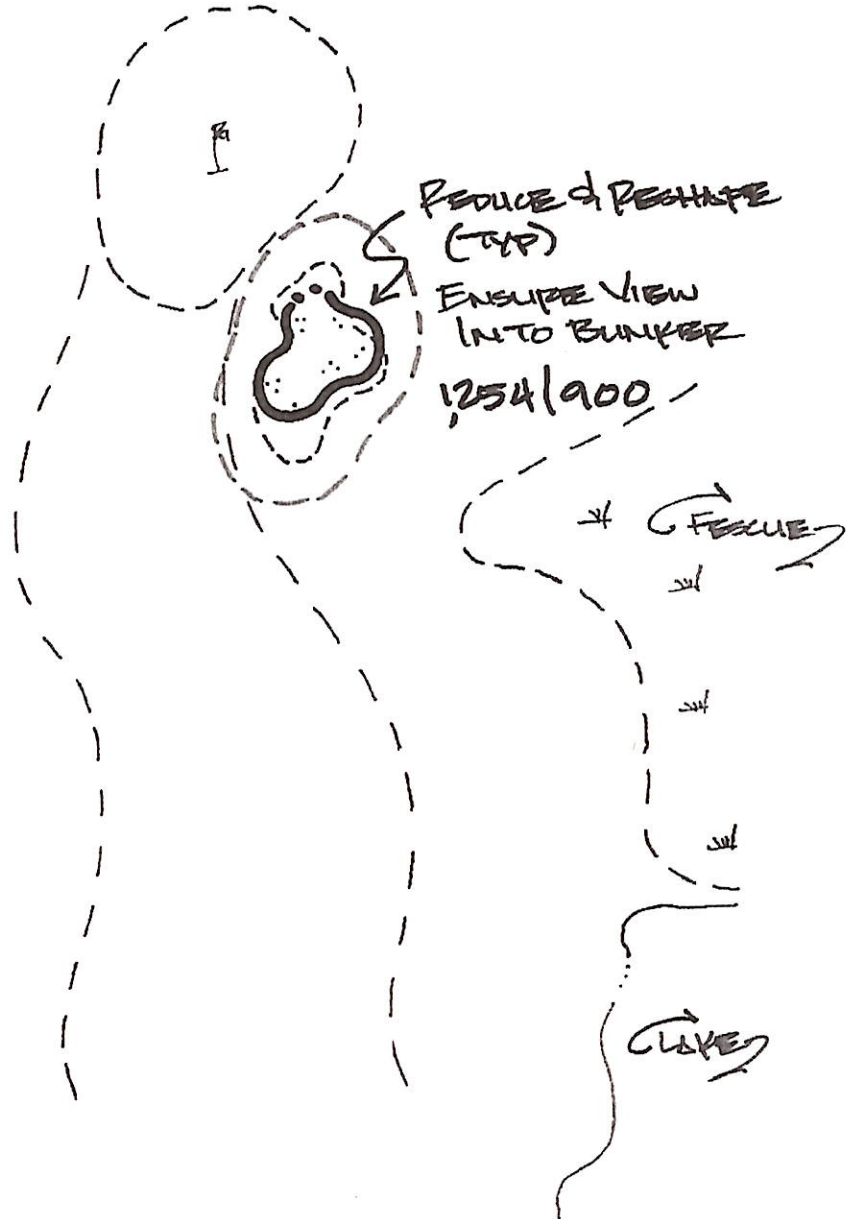


# LEGEND

Typical Elements Depicted in Bunker Renovation Plans



Hole #1



SCALE : 1"=50'

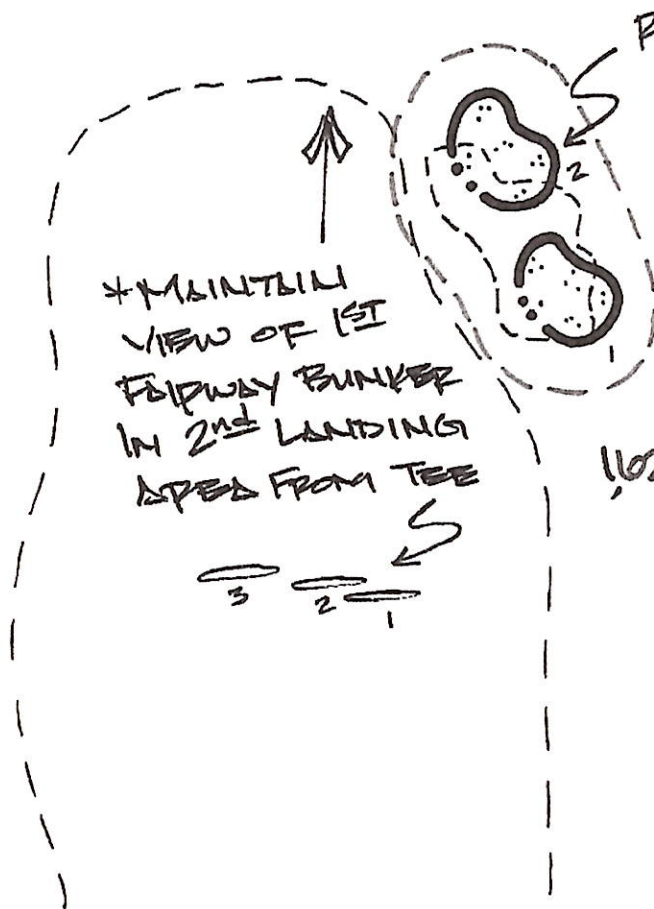
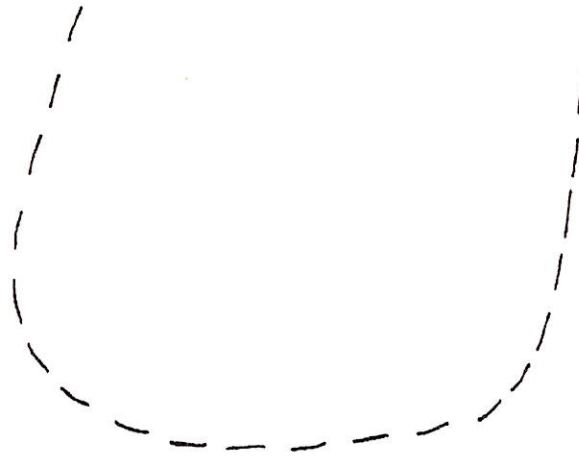
  
NATHAN CRACE ASGCA

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PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk





HOLE #2  
FAIRWAY



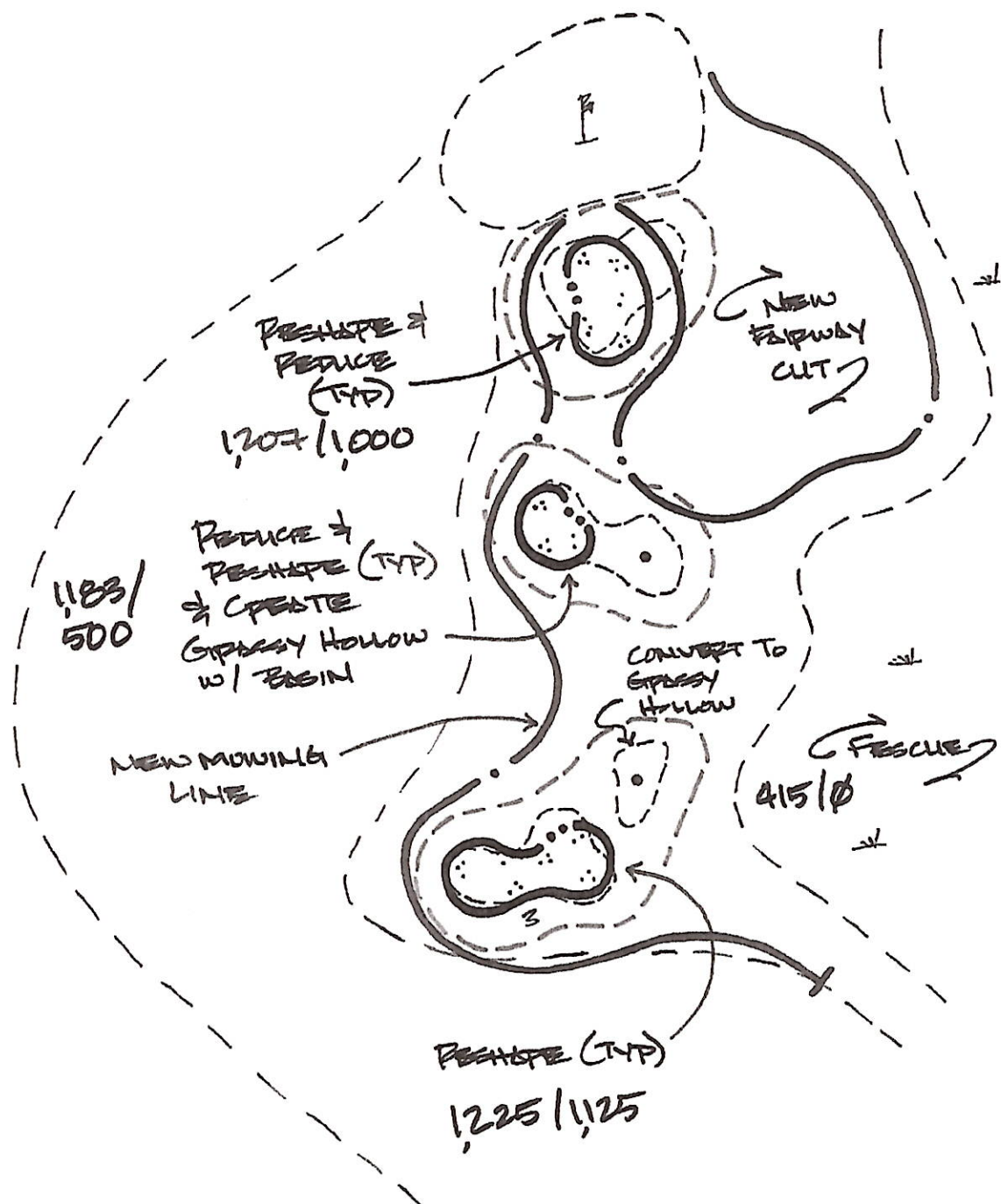
RESHAPED &  
BREAK INTO  
TWO BUNKERS  
& MOVE BACK  
FROM FAIRWAY

\*MAINTAIN  
VIEW OF 1ST  
FAIRWAY BUNKER  
IN 2ND LANDING  
AREA FROM TEE

110220 / 700 & 295

SCALE : 1"=50'

# HOLE #2 GREEN



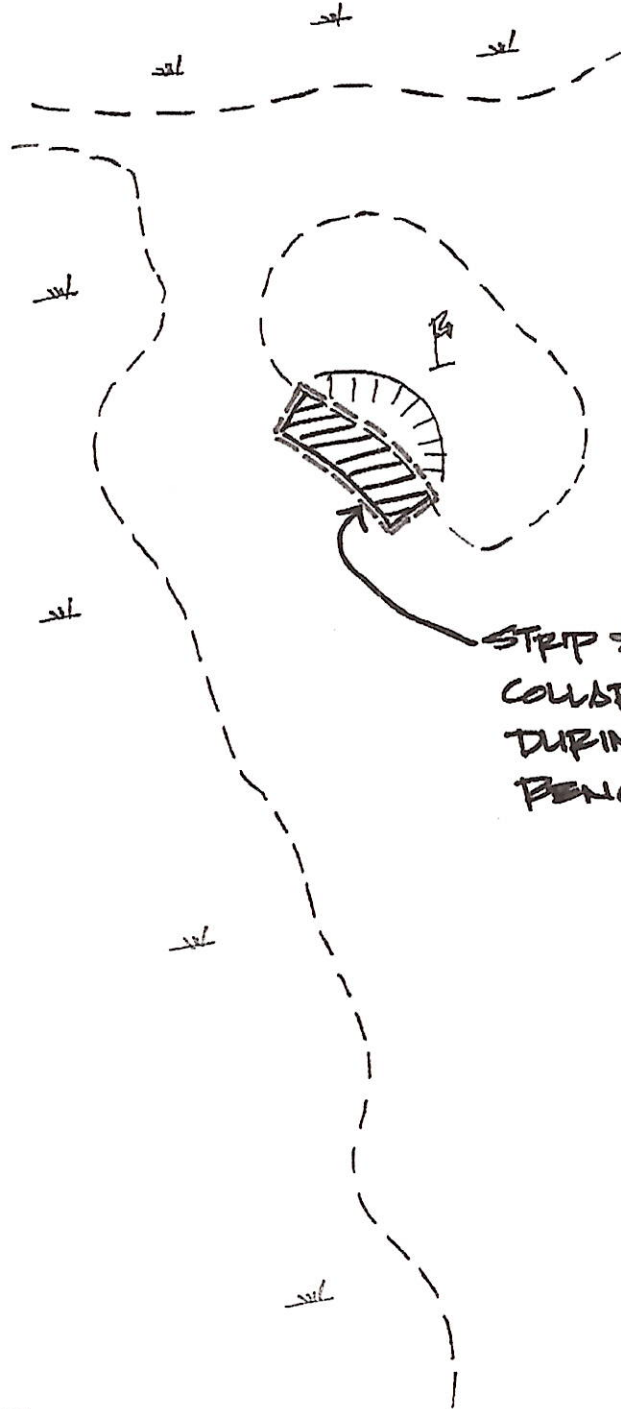
SCALE : 1"=50'

*Nathan Crace*  
**NATHAN CRACE ASGCA**

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 PHONE 601-849-0461  
 watermarkgo.com | watermarkgo.co.uk



HOVE #3



STRIP & RE-SOD  
COURSE DAM  
DURING GREENS  
RENOVATION

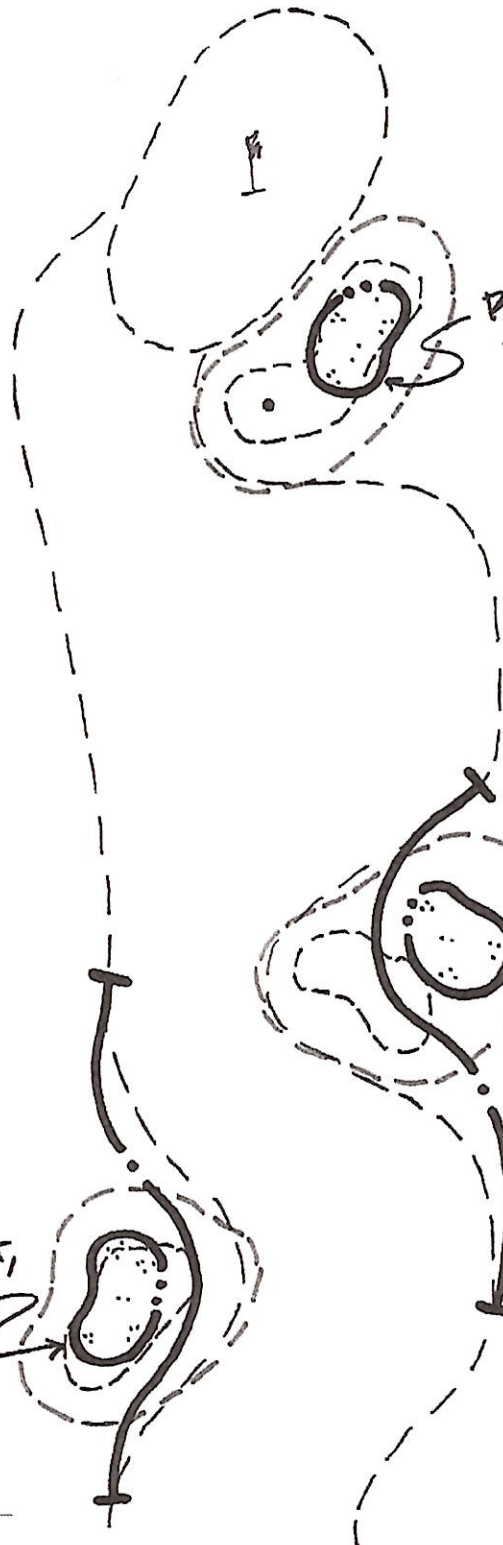
SCALE : 1"=50'

  
NATHAN CRACE ASGCA

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Hole #4



RESHAPE & REDUCE  
 & CREATE NEW  
 GRASSY HOLLOW  
 W/ BOUND

1274/700

RESHAPE &  
 SHIFT BACK  
 FROM FLEWY  
 793/700

NEW MOWING  
 LINES

RESHAPE,  
 SHIFT LEFT,  
 & REDIGN

1,000/800

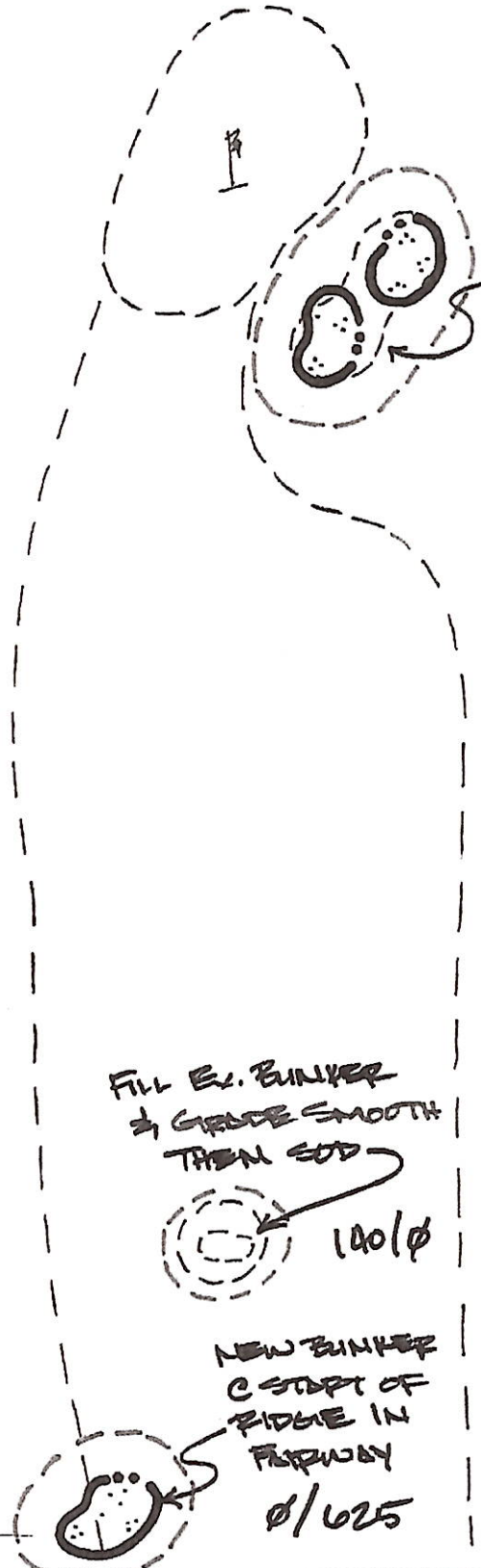
SCALE : 1"=50'

*Nathan Crace*  
 NATHAN CRACE ASGCA

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 PHONE 601-849-0461  
 watermarkgolf.com | watermarkgolf.co.uk



HOLE #5



REDUCE & RESURFACE  
(TYP) & BREAK  
INTO TWO BUNKERS.  
FIRST BUNKER @  
LOWER ELEV. THAN  
BACK BUNKER

1050 / 475 & 550

FILL EX. BUNKER  
& GRADE SMOOTH  
THEN SOO



NEW BUNKER  
C START OF  
RIDGE IN  
FAIRWAY  
φ/625

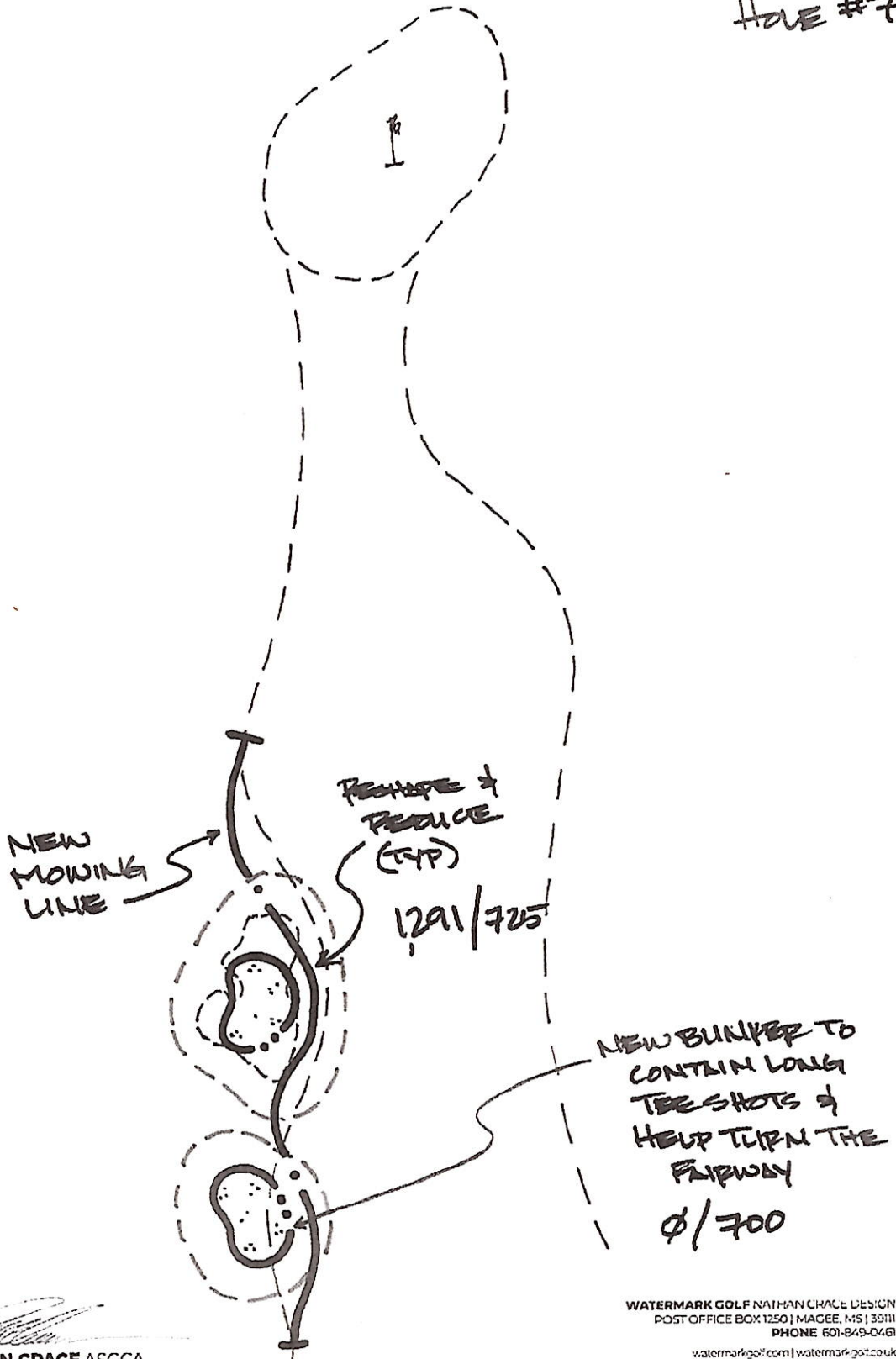
*Nathan Crace*  
NATHAN CRACE ASGCA

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POST OFFICE BOX 1250 | MAGEE, MS | 39711  
PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk



SCALE : 1"=50'

HOVE #7

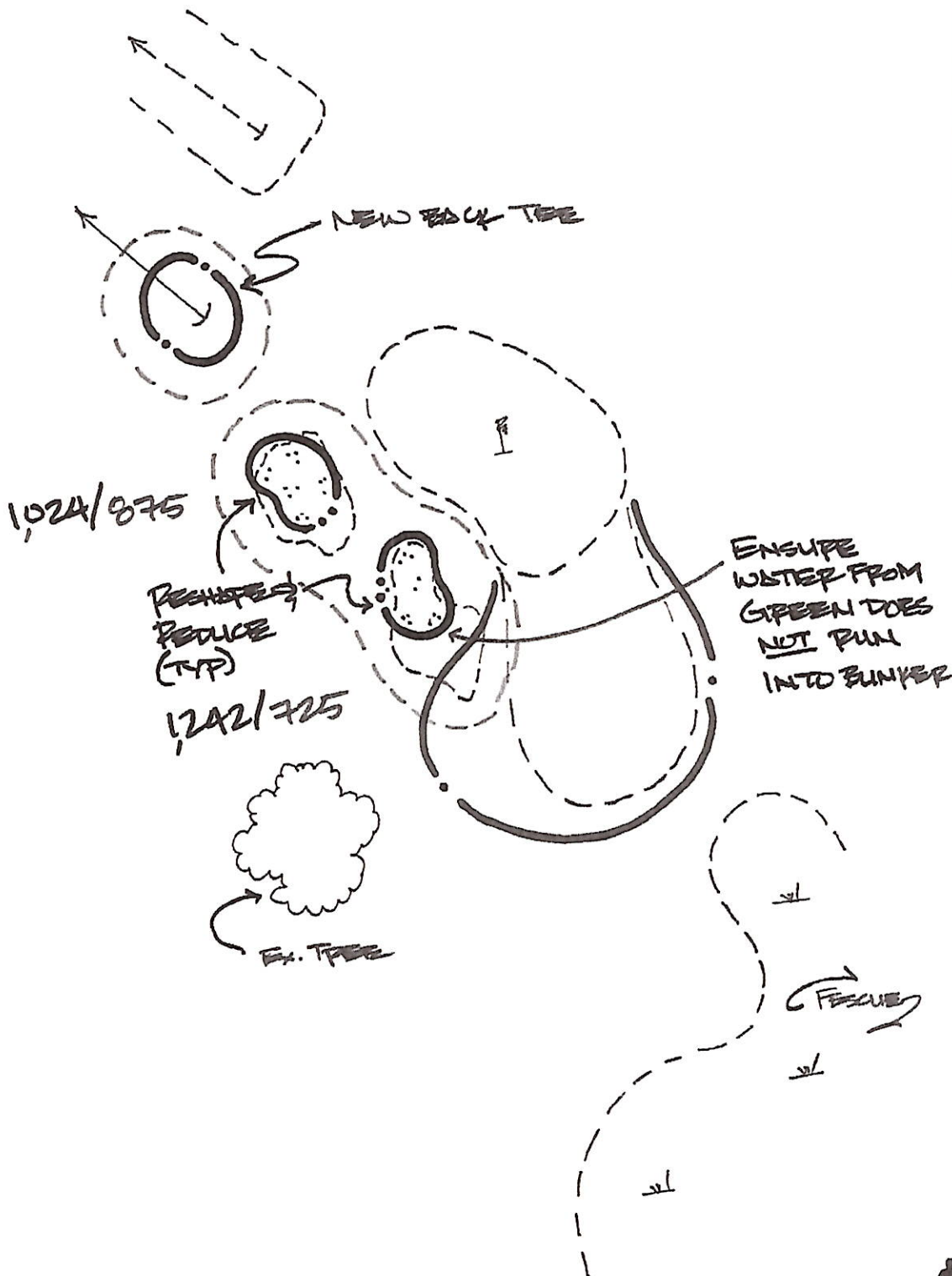


  
NATHAN CRACE ASCCA

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PHONE 601-849-0461  
watermarkgolf.com | watermark-golf.co.uk



Hole #8



SCALE : 1"=50'

*Nathan Grace*  
 NATHAN CRACE ASGCA

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 POST OFFICE BOX 1250 | MAGEE, MS | 39111  
 PHONE 601-849-0461

watermarkgolf.com | watermarkgolf.co.uk



Howe #9

RELOCATE &  
REMOVE  
BUNKERS  
TO OPEN  
FAIRWAY

Ex. PATH

RELOCATE  
CART PATH  
(FLAG FOR  
APPROVAL  
BY GOLF  
ARCHITECT)

1,012 / 750

662 / 700

SCALE : 1"=50'

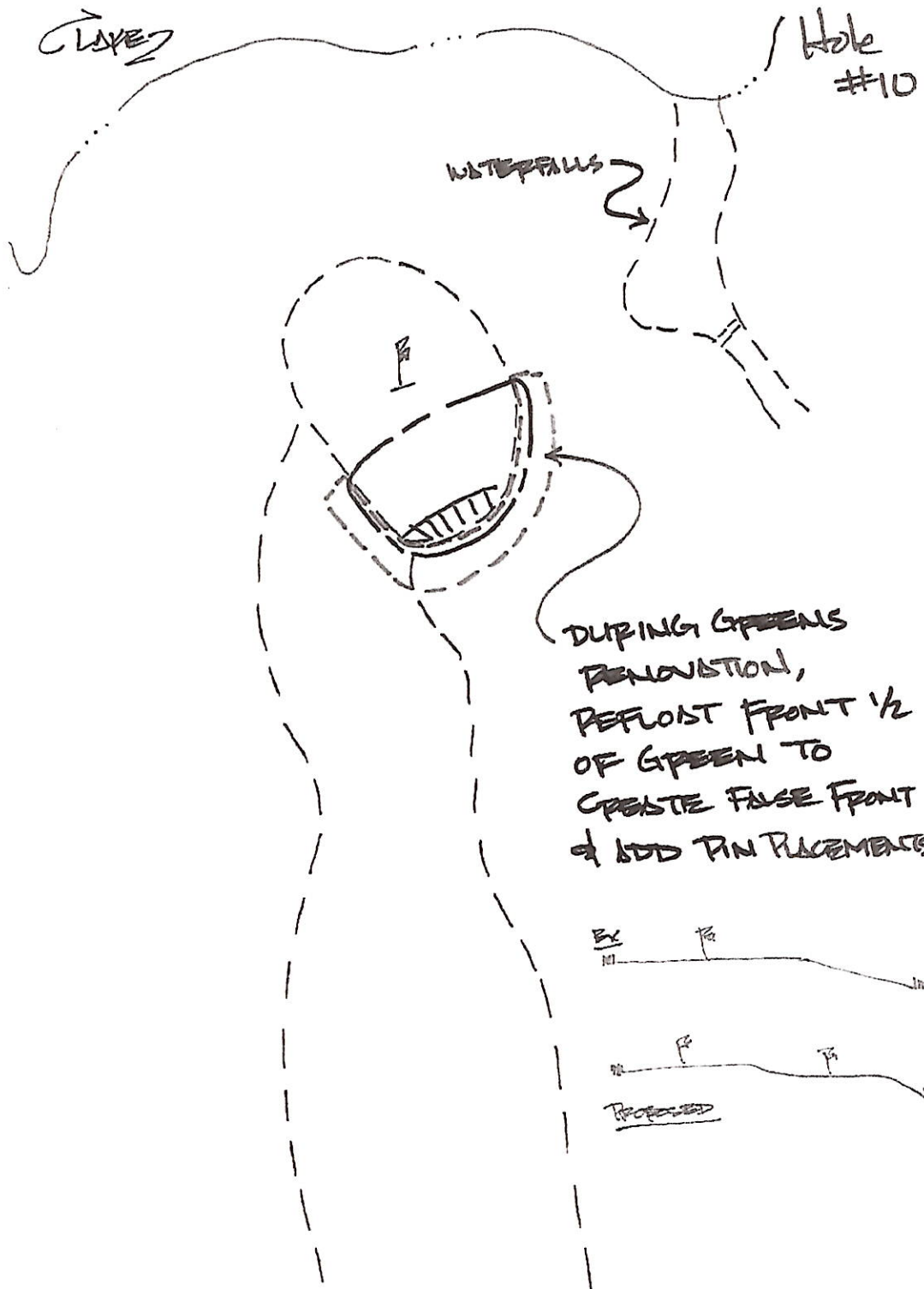
NATHAN CRACE ASGCA

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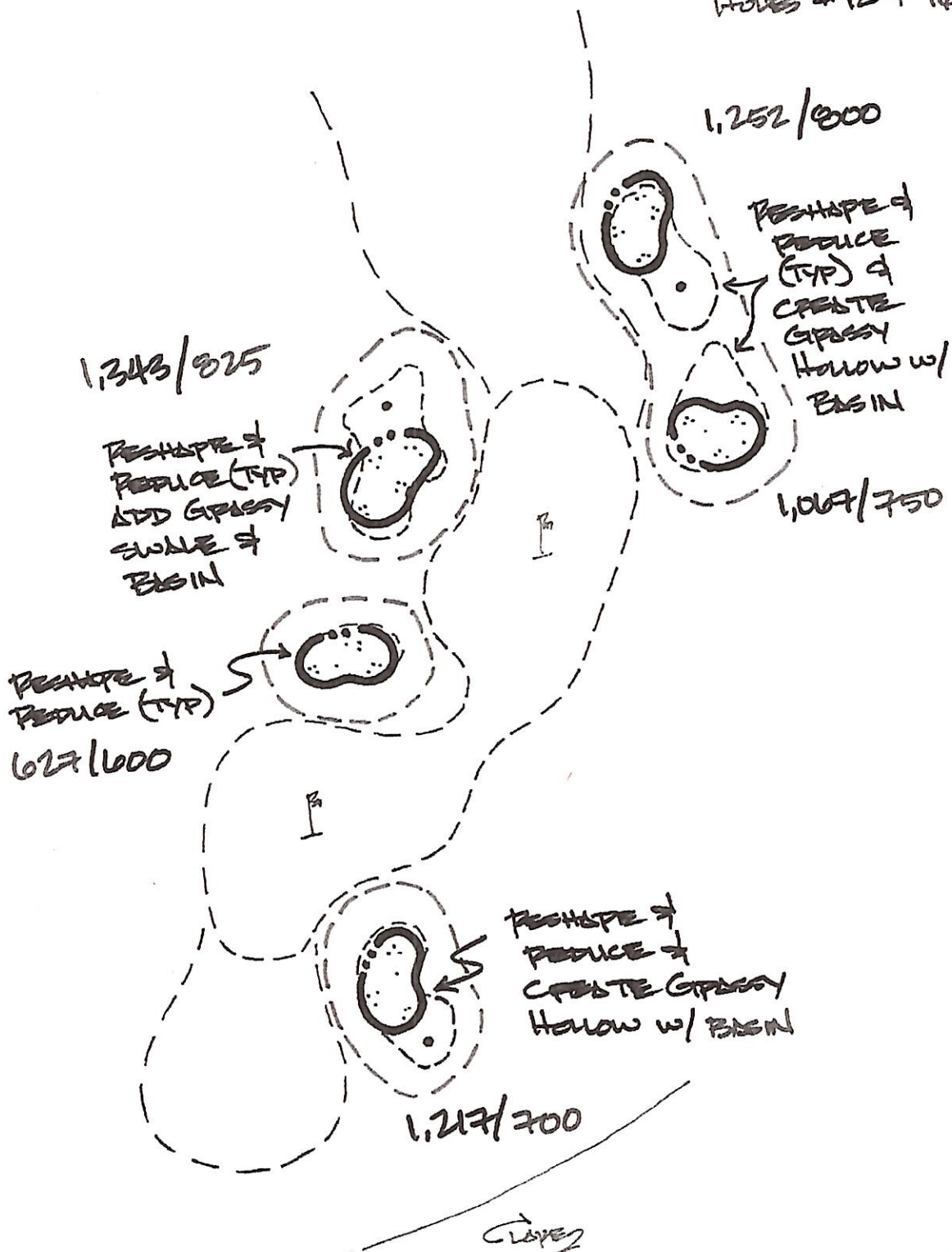
SCALE : 1"=50'

*Nathan Crace*  
**NATHAN CRACE ASGCA**

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 PHONE 601-849-0461  
 watermarkgolf.com | watermarkgolf.co.uk



Holes #12 & #16



SCALE : 1"=50'

*Nathan Crace*  
**NATHAN CRACE ASCCA**

**WATERMARK GOLF NATHAN CRACE DESIGN**  
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 PHONE 601-849-0461  
 watermarkgolf.com | watermarkgolf.co.uk



HOLE #13

RESHAPE &  
REDUCE (TRP)  
BREAK INTO  
TWO BUNKERS  
1<sup>ST</sup> AT LOWER  
ELEVATION  
THAN 2<sup>ND</sup>.

1,196 / 675 & 700



SCALE: 1"=50'

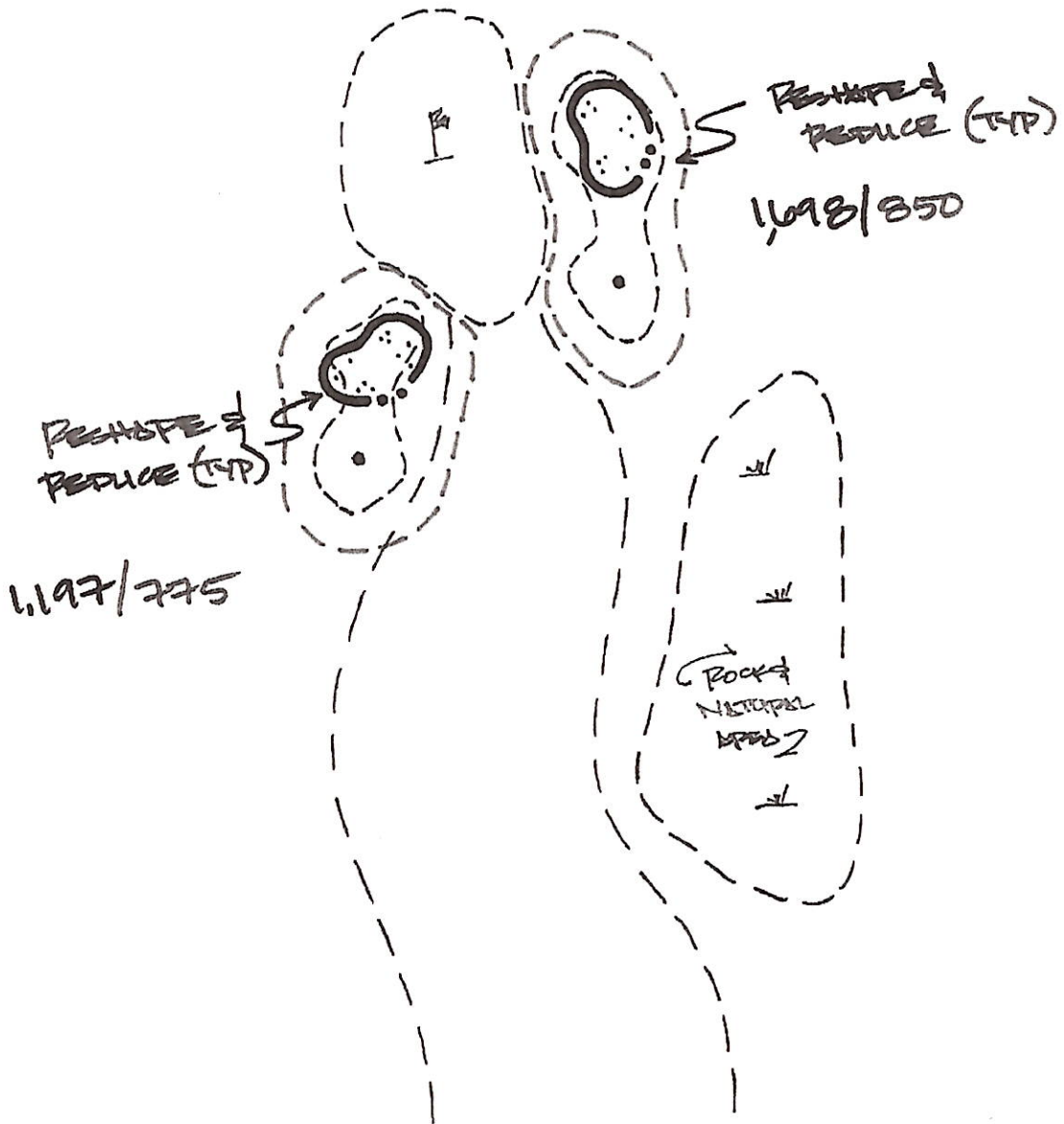
  
NATHAN CRACE ASGCA

WATERMARK GOLF NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MAGEE, MS | 39111  
PHONE 601-849-0461

watermarkgolf.com | watermarkgolf.co.uk



Hole #14



SCALE : 1"=50'

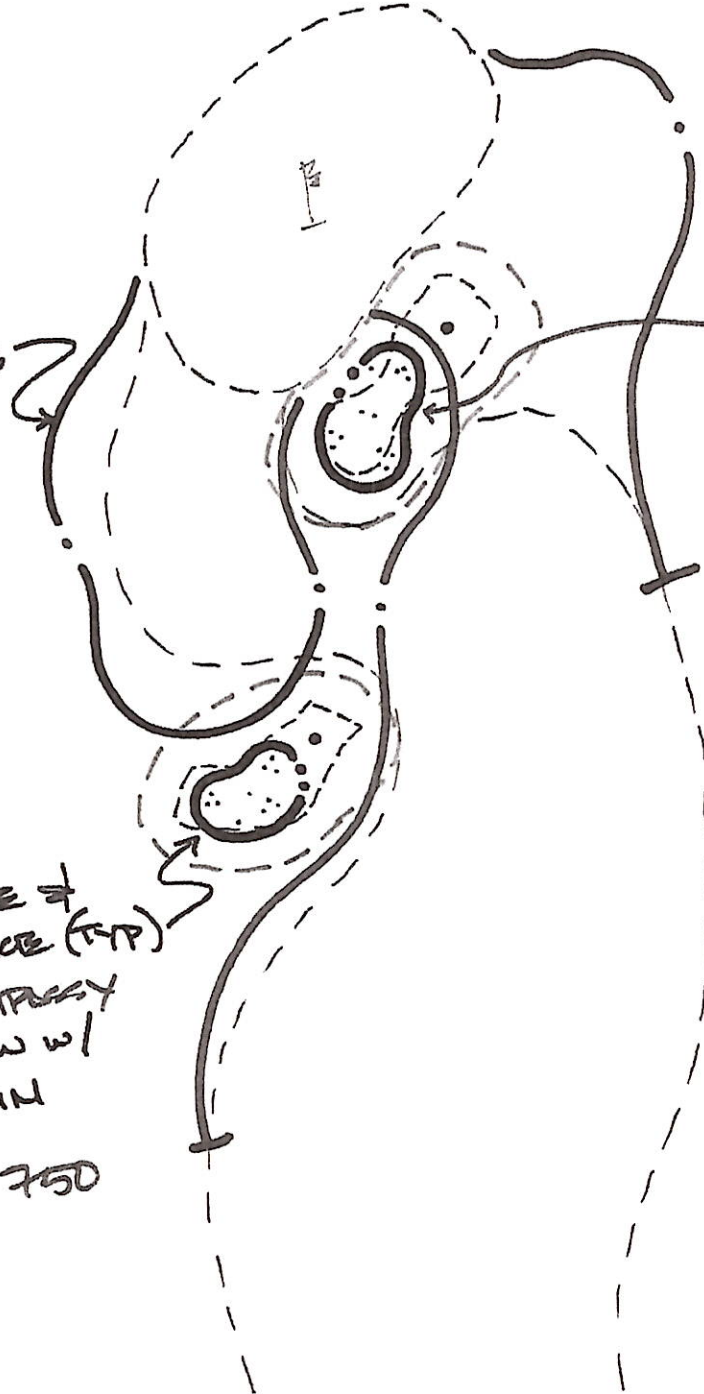


Hole #15

NEW  
MOW  
LINES

RESHAPE &  
REDUCE (FRP)  
CREATE GRASSY  
Hollow w/  
BASIN  
1,226/900

RESHAPE &  
REDUCE (FRP)  
ADD GRASSY  
Hollow w/  
BASIN  
1,054/750



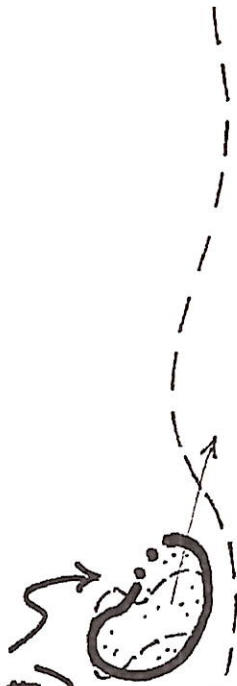
SCALE : 1"=50'

  
NATHAN CRACE ASCCA

WATERMARK GOLF NATHAN CRACE DESIGN  
POST OFFICE BOX 1230 | MAGEE, MS | 39111  
PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk 

Hole #16  
Fairway

RESHAPE (TYP.)  
& ROTATE AXIS  
OF BUNKER  
MORE TOWARD  
THE GREEN



SCALE : 1"=50'

  
NATHAN CRACE ASGCA

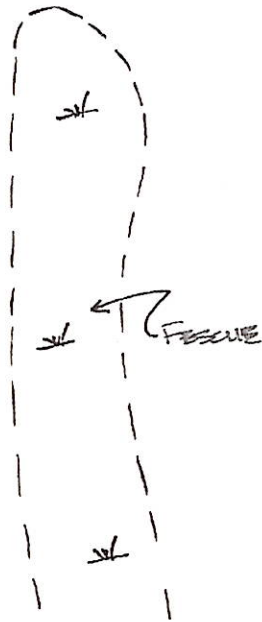
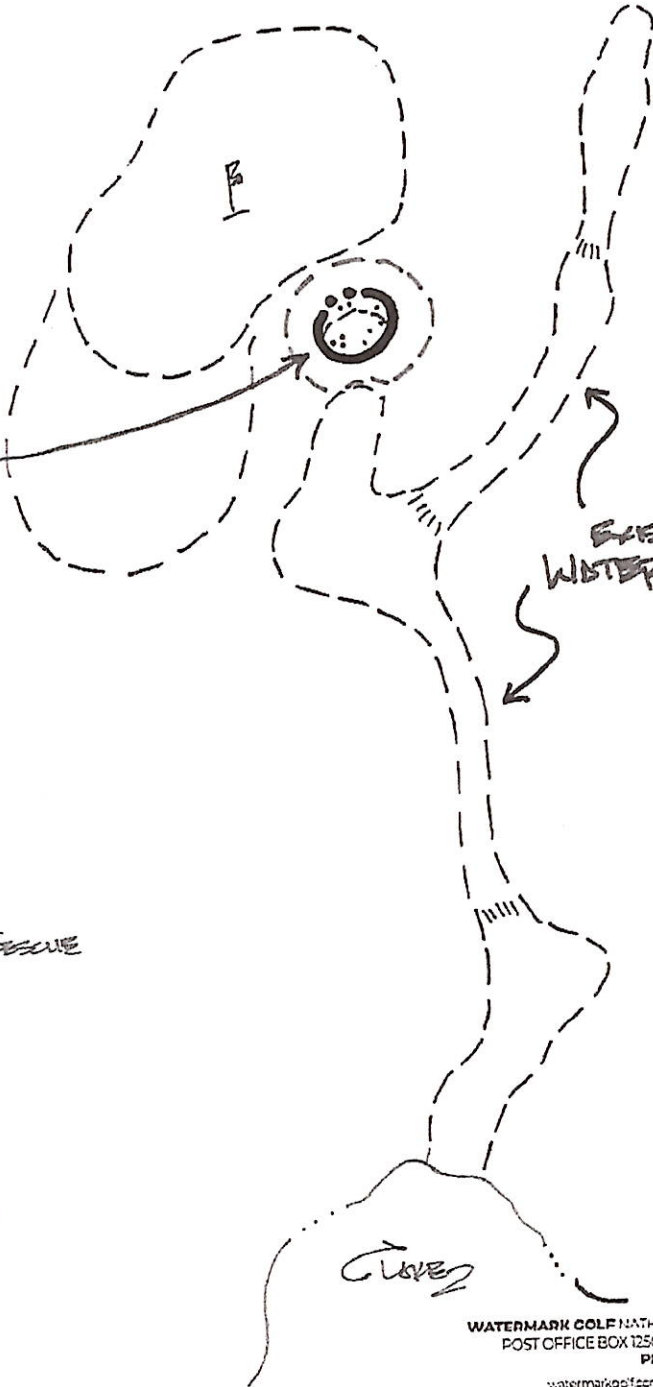
WATERMARK GOLF NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MAGEE, MS | 39111  
PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk



Hole #17

REMOVE &  
ENLARGE  
EX. BUNKER  
(TOP)

182/300



EXISTING  
WATERFALLS

Clubhouse

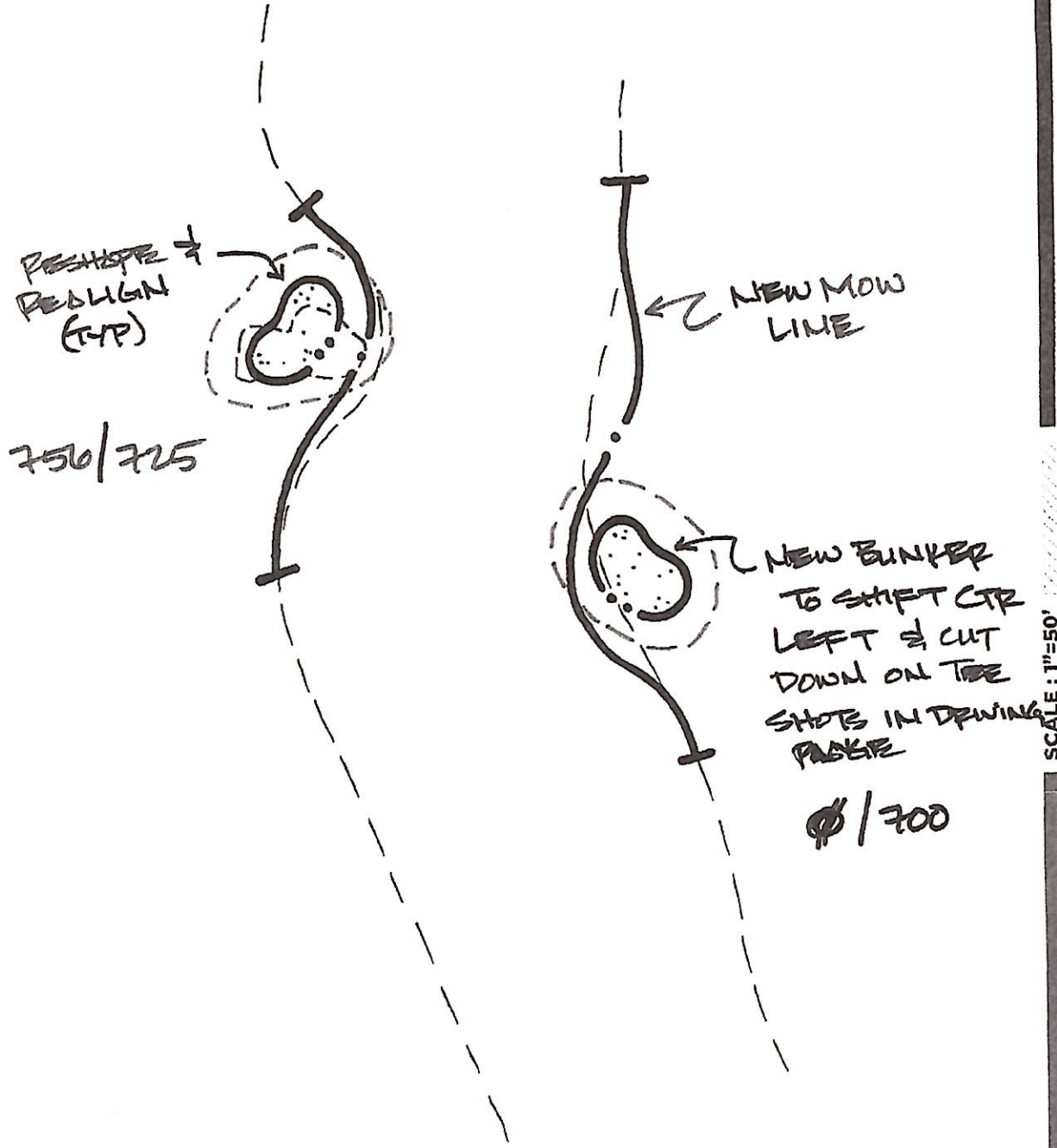
SCALE: 1"=50'

  
NATHAN CRACE ASGCA

WATERMARK GOLF | NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MACEE, MS | 39111  
PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk




#18  
Fairway



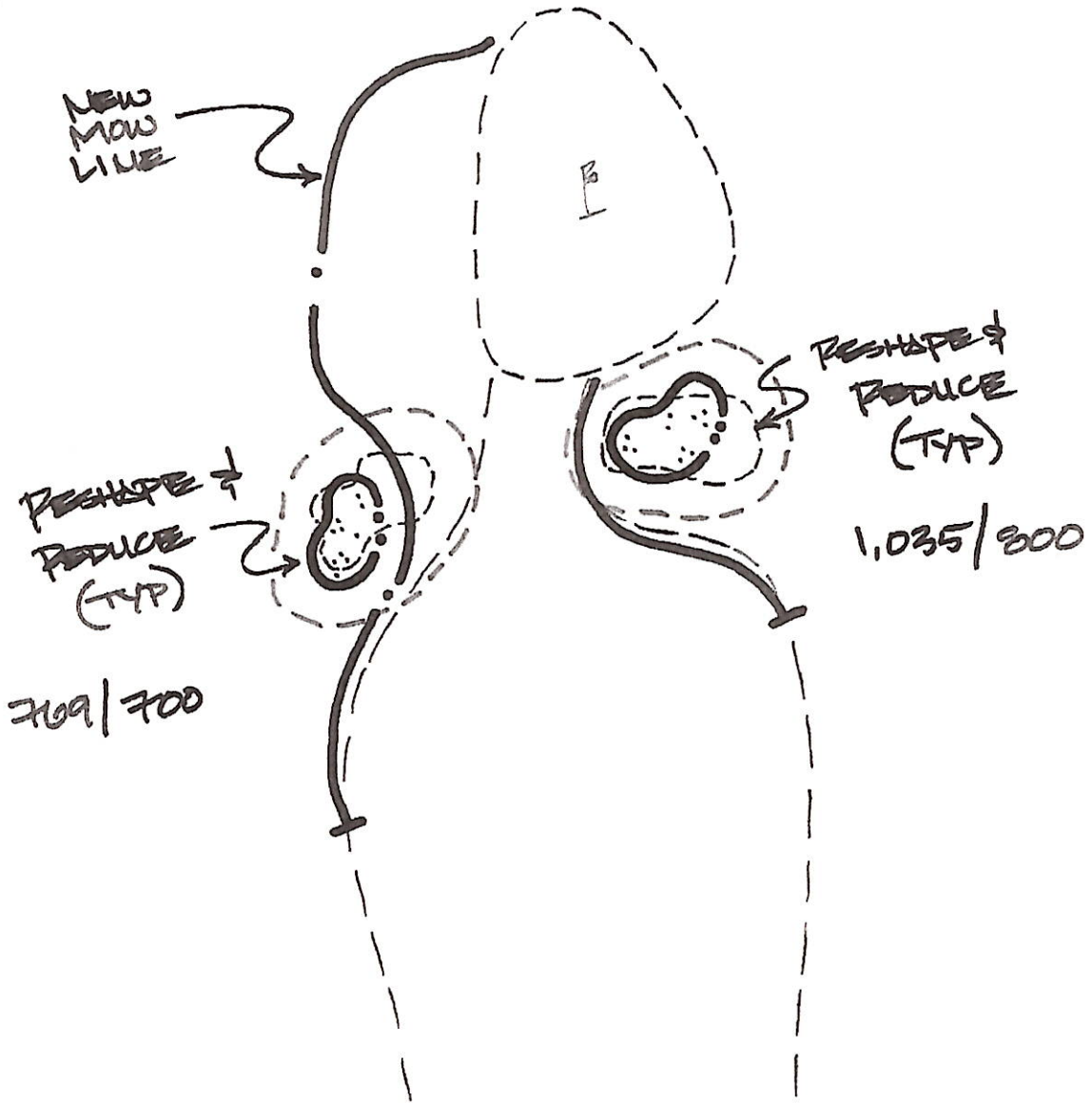
*Nathan Crace*  
**NATHAN CRACE ASGCA**

**WATERMARK GOLF NATHAN CRACE DESIGN**  
 POST OFFICE BOX 1250 | MACEE, MS | 39111  
 PHONE 601-849-0461  
 watermarkgolf.com | watermarkgolf.co.uk





#18 GREEN



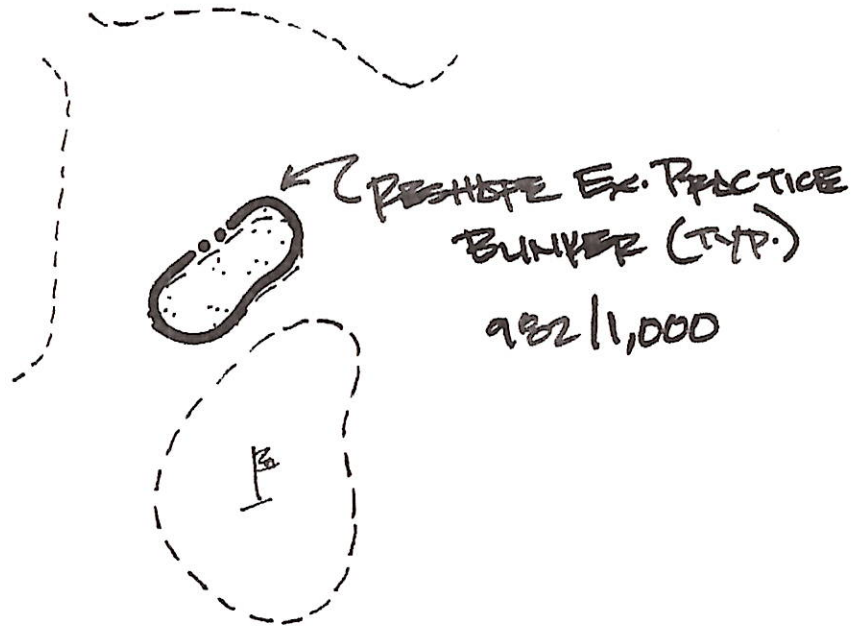
SCALE : 1"=50'

  
NATHAN CRACE ASGCA

WATERMARK GOLF NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MAGEE, MS | 39711  
PHONE 601-849-0461  
watermarkgolf.com | watermarkgolf.co.uk



PRACTICE  
GREEN

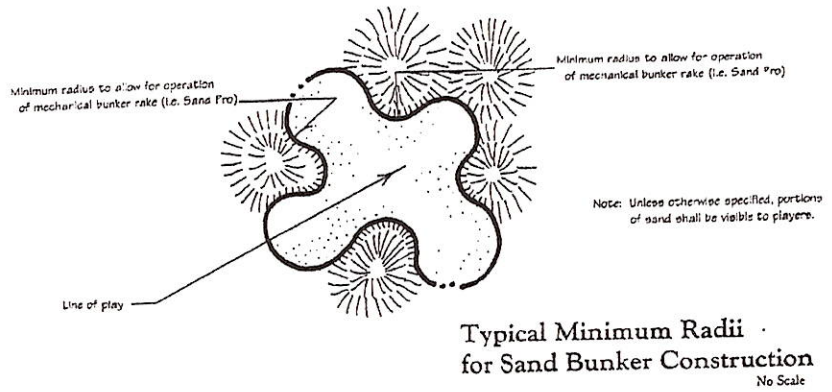
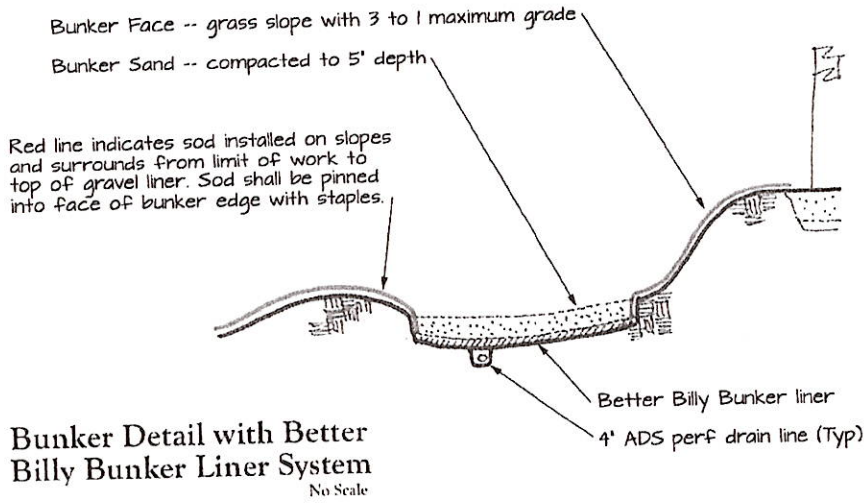


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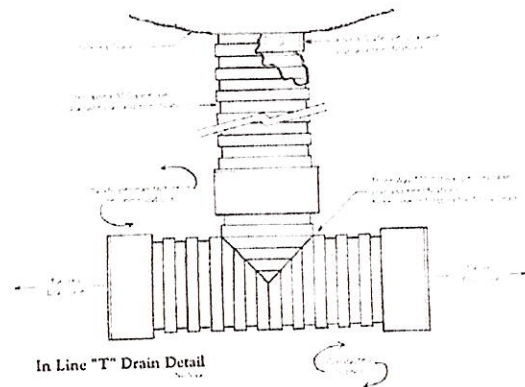
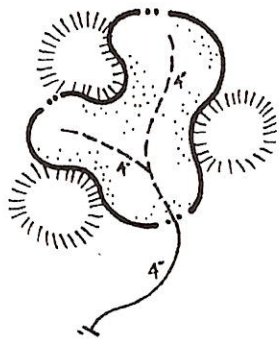
  
NATHAN CRACE ASGCA

WATERMARK GOLF NATHAN CRACE DESIGN  
POST OFFICE BOX 1250 | MAGEE, MS | 39111  
PHONE 601-849-0461  
[watermarkgolf.com](http://watermarkgolf.com) | [watermarkgolf.co.uk](http://watermarkgolf.co.uk)



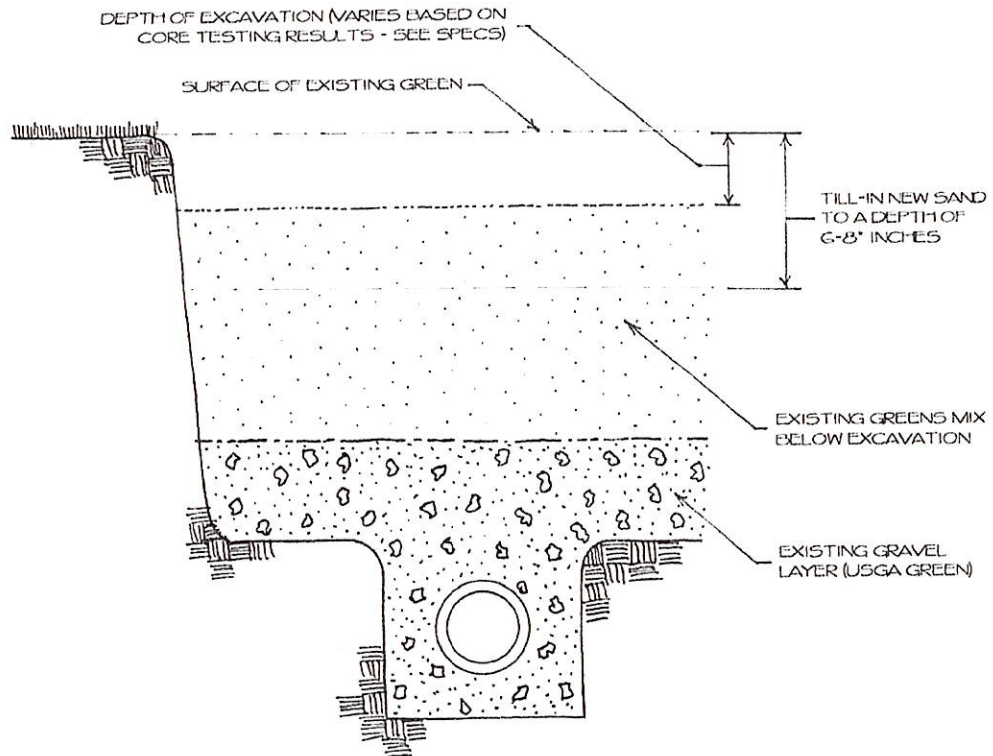


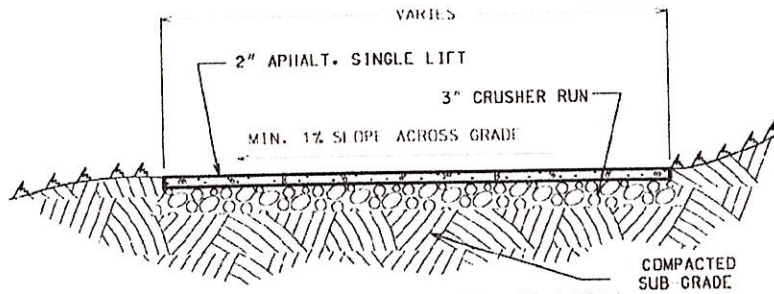
**Typical Sand Bunker Drainage ~ Plan View**  
No Scale



# Typical Greens Core-Out for Renovation

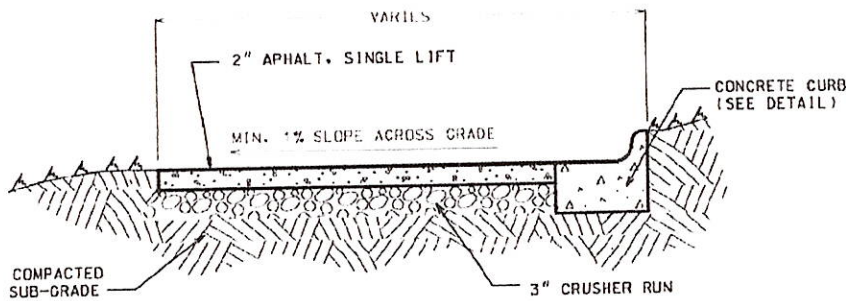
No Scale





ASPHALT CART PATH  
(NO CURB)

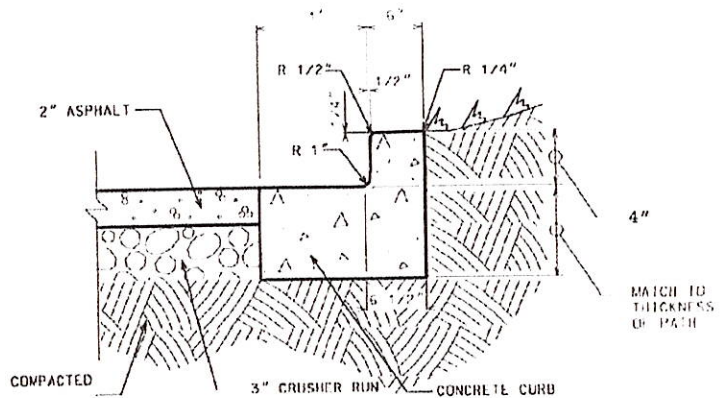
N.T.S.



ASPHALT CART PATH WITH CURB

N.T.S.

NOTE:  
CURB TO BE INTEGRATED  
WITH CART PATH



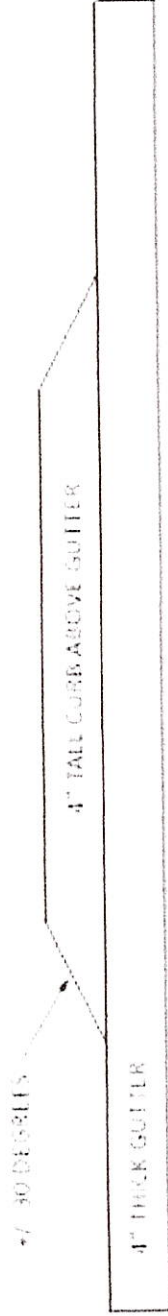
CONCRETE CURB DETAIL

N.T.S.

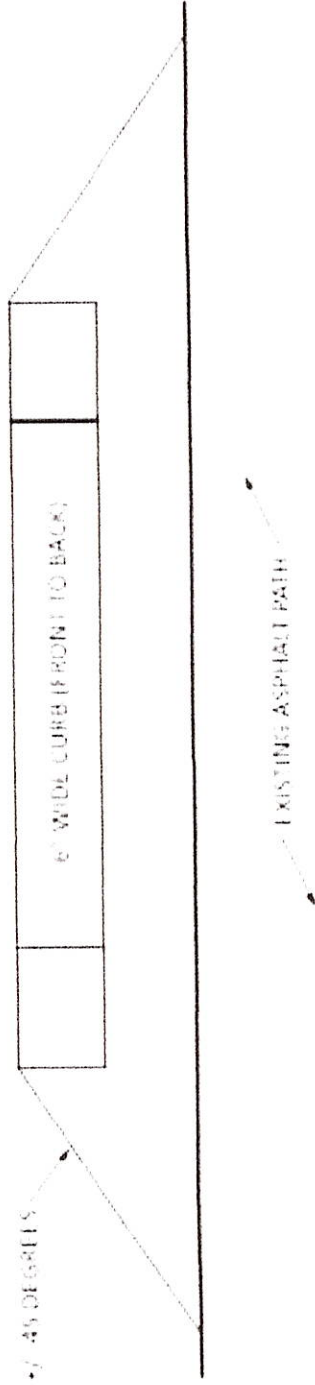
# CONCRETE CURB & GUTTER

Not Scale

FRONT VIEW



TOP VIEW





... 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 2022 Bond

Transfer CIP funds from:		Transfer CIP funds to:	
Golf - Fairway Mowers	\$ (65,244.06)	Golf Course Renovations	\$ 1,487,810.79
Bond Premium	\$ (1,422,566.73)		
TOTAL TRANSFER	\$ (1,487,810.79)	TOTAL TRANSFER	\$ 1,487,810.79

Explanation: Additional funding is needed for the Old Fort Golf Course Renovation project. It has been requested that the remaining balances from the line items for Golf - Fairway Mowers and Unallocated Bond Premium be transferred to the Old Fort Golf Course Renovation project. This would increase the funds available for this project to \$1,718,562.10.

[Signature] \_\_\_\_\_ Date 2-14-23

Vicki J. Massey \_\_\_\_\_ Date 02/14/2023

Approved  \_\_\_\_\_  
 City Manager [Signature]

Declined  \_\_\_\_\_  
 Date \_\_\_\_\_

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

## **COUNCIL COMMUNICATION**

**Meeting Date: 05/25/2023**

---

**Item Title:** Cityworks Software License Renewal

**Department:** Information Technology

**Presented by:** Matt Jarratt, IT 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**

Renewal of Cityworks software licensing for City, Water Resources, and Public Safety.

**Staff Recommendation**

Approve work order for software license renewals.

**Background Information**

The City utilizes, and continues to implement, an Asset Management System (AMS) and a Permitting, Licensing, and Land (PLL) software suite from Cityworks. Renewal of these licenses allows for the continued use of a premium plan, which offers an unlimited number of seat licenses. This plan was selected as a more affordable option when compared to a per-user licensing model.

Expenditure of \$191,000 is split-funded between the City's General and Enterprise funds. The percentage split will be determined annually by reviewing departmental adoption of the software.

**Council Priorities Served**

*Responsible budgeting*

Choosing software licensing plans that allow for multi-departmental adoption helps regulate expenditure City-wide.

**Fiscal Impact**

The expense, \$191,000 is funded by the Department's operating budget (\$112,700) and MWRD operating budget (\$78,300).

**Attachments**

1. True North Quote
2. True North Work Order
3. True North MSA





Contact Information

Contact Name:	Darren Gore	Prepared By Name:	Jenn Miya
Customer:	Murfreesboro (TN), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	300 NW Broad St. ST-37130 PO BOX 1477 Murfreesboro, TN 37133-1477	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 110,000.00
Respond - AMS	1.00	Included
Mobile Native Apps (iOS/Android) - AMS	1.00	Included
Storeroom	1.00	Included
Equipment Checkout	1.00	Included
Contracts	1.00	Included
Cityworks for Excel	1.00	Included
Cityworks Analytics - AMS	1.00	Included
Operational Insights	1.00	Included
Workload - AMS	1.00	Included
Web Hooks - AMS	1.00	Included
Service Request API	1.00	Included
Work Order API - Extended	1.00	Included
Inspection API	1.00	Included
Storeroom API	1.00	Included
Metrics API	1.00	Included
eURL - AMS	1.00	Included
Citizen Engagement API	1.00	Included
OpX Budgets	1.00	USD 0.00
OpX Contracts	1.00	USD 0.00
OpX Projects	1.00	USD 0.00
PLL ELA Standard	1.00	USD 75,000.00
Respond - PLL	1.00	Included
Mobile Native Apps (iOS/Android) - PLL	1.00	Included

Product Name	Quantity	Net Unit Price
eURL - PLL	1.00	Included
Public Access - PLL	1.00	Included
Cityworks Analytics - PLL	1.00	Included
Workload - PLL	1.00	Included
Web Hooks - PLL	1.00	Included
Case API - Extended	1.00	USD 6,000.00
<b>TOTAL:</b>		USD 191,000.00

**Maintenance Start Date:** 4/30/2023 **Maintenance End Date:** 4/29/2024

Quote Notes:

### Terms and Conditions

**Payment Terms**

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

**Software Licensing**

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” (“Agreement”) and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

**Taxes**

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

**International Customers**

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

**Darren W. Gore**

Digitally signed by Darren W. Gore  
DN: cn=US, E=dgore@murfreesboro.tn.gov,  
O="City of Murfreesboro, TN", OU=Water  
Resources Department, CN=Darren W. Gore  
Date: 2023.04.12 10:32:40-0500'

Accepted by:

Asst. City Manager

Title

04 / 12 / 2023

Date

True North Client Work: **City of Murfreesboro MBORO009-05042023**

This Client Work Order, effective as of May 4, 2023, is made pursuant to the Master Services Agreement dated April 4, 2019, and effective as of July 1, 2019, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro ("Client").

1. Scope and Description of Services/Work: **This is a pass-thru cost for Cityworks AMS/PLL annual maintenance per Cityworks Quote Q-24996-1. Quote was signed by Darren Gore on 4/12/2023.**
2. Work Products/Deliverables: **Cityworks has already provided new license codes for the new maintenance term. Product upgrades and support will be available for the new term.**
3. Term: **April 30, 2023 through April 29, 2024** unless earlier terminated.
4. Total Costs: **\$191,000.00**
5. Supplemental Invoicing and Payment Information: **Cityworks has invoiced True North for the full amount of the quote. True North will invoice the Client for the full amount with no markup upon receipt of approved work order. Departmental costs to be split internally between General Services and MWRD.**
6. The Designated Project Management Representatives responsible for this Client Work Order:

**True North:**

David Speight  
119 MTCS Rd  
Murfreesboro, TN 37129  
Phone: (615) 890-7728  
Fax: (615) 890-7729  
E-mail: [dspeight@tngco.com](mailto:dspeight@tngco.com)

**City of Murfreesboro:**

Darren Gore  
111 West Vine Street  
Murfreesboro, TN 37130  
Phone: (615) 890-0862  
Fax:  
E-mail: [dgore@murfreesborotn.gov](mailto:dgore@murfreesborotn.gov)

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or True North resource hours, shall require a Client Work Order Amendment.

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the performance of this Client Work Order.

Concurrence By:  
Client Management Representative

Accepted By:  
True North Geographic Technologies, LLC

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

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

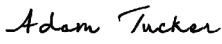
Name: David Speight

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 5/22/2023

DocuSigned by:  
  
43A2035E51F9401...

## MASTER SERVICES AGREEMENT

Effective as of JULY 1, 2019, this MASTER SERVICES AGREEMENT ("MSA") is entered by and between True North Geographic Technologies, LLC, a Tennessee limited liability corporation having its principal offices at 119 MTCS Rd, Murfreesboro, TN 37129 ("True North") and CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee having its principal offices at 111 West Vine Street, Murfreesboro, TN 37130 ("Client"). (True North and Client may be severally referred to as a "Party" or collectively referred to as "Parties").

**WHEREAS**, Client desires to purchase from True North and True North desires to provide to Client, Services, as defined in accordance with Section 2.4 of this MSA, and described in the Client Work Order(s), subject to the terms and conditions of this MSA.

**NOW, THEREFORE**, in consideration of the foregoing premise, together with the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement.

1.1 Prior Agreements Superseded. This MSA is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by True North to Client during the term of this MSA. This MSA supersedes and replaces any prior existing Services Agreement between True North and Client, and incorporates any and all prior and ongoing Client Work Orders between the Parties. Such Client Work Orders shall be governed by the terms and conditions of this MSA as if such Client Work Orders were issued hereunder. This MSA may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the MSA are to be amended. This MSA may be terminated in accordance with the terms and conditions of Section 6 of this MSA.

1.2 Conflicts. Each Client Work Order shall incorporate the terms and conditions of this MSA; however if there is any conflict between the terms and conditions of this MSA and the Client Work Order, the MSA shall prevail unless it is explicitly expressed within the Client Work Order that a specific term and/or condition within the Client Work Order does take precedence over any conflicting term and/or condition within the MSA. Information on the composition and changes to a Client Work Order is cited in Section 4 of this MSA.

2. Definitions.

2.1 Confidential Information. Confidential Information shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties but not made openly available or disclosed to the public nor any third party, unless such

disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

- (a) is at the time of its disclosure already in the public domain and readily available to the public;
- (b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or, is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or
- (c) is released into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

2.2 Consulting Methodology. Consulting Methodology shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions, and information technology tools that True North owns and/or uses to produce the Work Products under the Client Work Order and which are not uniquely related to the project described in the Client Work Order.

2.3 Intellectual Property. Intellectual Property means all ideas, methods, inventions, whether or not patentable, software source and object code, firmware, modules, routines, systems, programs, specifications, products and associated documentation, trademarks, service marks, trade names, trade secrets, materials and methodologies.

2.4 Services. Services shall mean the work or services that True North performs for Client, including any Work Products and cited deliverables which True North provides to Client subject to the terms and conditions of the MSA. The Services are to be described specifically in work orders to be executed by the Parties, in accordance with the form attached hereto as Exhibit A ("Client Work Order") or Exhibit B ("Client Work Order Amendment").

2.5 True North Intellectual Property. True North Intellectual Property shall mean all Intellectual Property developed or owned by True North apart from the Work Products created under this MSA, including without limitation, the Consulting Methodology, True North's software source and object code and all derivative works based thereon.

2.6 Work Products. Work Products shall mean all reports, studies, object or source code, flow charts, diagrams, data, documentation, and any other tangible material of any nature developed/produced by or as a result of the Services. Consulting Methodology is expressly excluded from the definition of Work Products.

3. Obligation of Parties.

3.1 Each Party is responsible for performing its obligations as set forth in this MSA, the Client Work Order(s), and any Client Work Order Amendment(s).

4. Scope of Services/Client Work Order Amendments

4.1 Work Orders. True North will perform the Services set forth in the Client Work Order(s) in a good and workmanlike manner. With the specifics agreed to by the Parties, the Client Work Order(s) shall include, but not be limited to: a description of the nature, scope, and schedule of the Services to be provided; the term/time within which the Services will be provided; Work Products, including any specifically cited deliverables, to be produced for and provided to Client; True North resource(s) to be used; the fixed price for the project or the hourly rate of pay per True North resource(s); costs, invoicing and payment information; and any other relevant terms and conditions relating to the Services.

4.2. Changes. Client may request changes to any Client Work Order by providing True North with a written request that describes the desired change ("Client Work Order Amendment" or "Amendment"). Prior to implementing any Amendment and before the Client incurs any costs associated with any Amendment, True North will provide Client with a written quotation which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Client requested changes specified within the Amendment. Provided that either the terms and conditions of the written quotation are acceptable to the Client as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Amendment and, prior to True North performing any work based on the Amendment, the Amendment must be signed by the designated Client representative responsible for the Client Work Order indicating Client's concurrence and the Amendment must be approved/signed by authorized representatives of both Parties.

4.3. Cancellation. Client may cancel any Client Work Order at its sole convenience upon thirty (30) days' prior written notice to True North. In the event that Client cancels any Client Work Order under this Section 4.3, Client shall pay True North the costs of any mutually agreed upon Client Work Order-cited Services, performed by True North, up to the effective date of cancellation. Such payment by Client will be made to True North no later than thirty (30) days from the date that an undisputed True North invoice is received by Client with such date of receipt of invoice to be no sooner than the effective date of cancellation of the Client Work Order. No later than thirty (30) days following the effective cancellation date of a Client Work Order, True North shall provide Client any and all Work Products, including any cited deliverables, or any parts thereof, that True North developed or produced via the Client Work Order up to the effective date of cancellation. For purposes of clarification, "Client Work Order" as used in this Section 4.3, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

5. Payment Terms and Conditions.

5.1 Pricing. The costs for Services shall be as agreed upon by True North and Client in the Client Work Order(s).

5.2 Invoicing. True North shall invoice Client for Services based upon the mutually agreed upon terms and conditions set forth in the relevant Client Work Order and any associated Client Work Order Amendment(s). Each invoice shall describe the Services rendered and the charges due. Client agrees to pay True North, within thirty (30) days of receipt of a True North invoice, all undisputed amounts in the invoice for True North Services rendered in accordance with the applicable Client Work Order and any associated Client Work Order Amendment(s). Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1 ½ %) per month until paid in full. With respect to any disputed amount, Client shall provide True North with a written notice of such a dispute within twenty (20) days of Client's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit True North to cure the dispute. True North shall have thirty (30) days from receipt of the notice to cure the dispute or otherwise provide Client with sufficient information to demonstrate that there is no basis for the dispute. If the Parties cannot resolve the dispute by the end of the cure period, both Parties agree to engage in the dispute resolution in accordance with Section 13.2 of this MSA.

6. Term and Termination.

6.1 Term. This MSA shall be in effect until terminated by either Party pursuant to Section 6 hereof.

6.2 Termination for Convenience. Either Party may terminate this MSA upon thirty (30) days prior written notice thereof to the other Party.

6.3 Termination for Cause. In the event of a material breach of this MSA, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have 30 days to cure such material breach. If the breaching Party neither effects such a cure to the material breach within the aforementioned thirty (30) days nor initiates actions for resolution via arbitration in accordance with Section 13.2 of this MSA within the same aforementioned thirty (30) days period, the non-breaching Party may terminate this MSA immediately without further notice to the breaching Party.

6.4 Effect of Termination. No later than thirty (30) days following termination: (a) Client shall pay True North for all mutually agreed upon Client Work Order-cited Services performed, up to and including the effective date of termination; (b) True North shall provide Client any and all Work Products, including any cited deliverables and any parts thereof, that True North developed for Client as part of any and all Client Work Orders up to and including the date of termination; and (c) True North shall provide Client any software and documents, information and materials, including copies thereof, that True North received from Client during the term of any and all Client Work Orders up to and including the date of termination. The Parties expressly agree that True North's obligation to deliver the Work Product(s), including any cited deliverables, is contingent on Client's payment for



such Work Products, including any deliverables, in accordance with the MSA and the Client Work Order(s). For purposes of clarification, "Client Work Order" as used in this Section 6.4, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

7. Use of Confidential Information.

7.1 RESTRICTIONS. BOTH PARTIES ACKNOWLEDGE THAT THIS MSA CREATES A RELATIONSHIP OF CONFIDENCE AND TRUST BETWEEN TRUE NORTH AND CLIENT WITH RESPECT TO THE BUSINESS OF BOTH PARTIES, INCLUDING, BUT NOT LIMITED TO, BOTH PARTIES' CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION SHALL ONLY BE USED BY THE RECEIVING PARTY IN ITS PERFORMANCE UNDER THIS MSA AND SHALL NOT BE DISCLOSED BY THE RECEIVING PARTY TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY. THE RECEIVING PARTY MAY DISCLOSE THE CONFIDENTIAL INFORMATION TO ITS EMPLOYEES AND INDEPENDENT CONTRACTORS WHO HAVE A NEED TO KNOW AND WHO HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION AS REQUIRED HEREIN. EITHER PARTY SHALL ONLY USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION TO ORDER, DELIVER, INSTALL, EVALUATE, USE, SUPPORT AND/OR MAINTAIN THE SERVICES AND WORK PRODUCT FURNISHED HEREUNDER. THE RECEIVING PARTY: (A) SHALL NOT REPRODUCE OR COPY THE CONFIDENTIAL INFORMATION IN WHOLE OR IN PART, EXCEPT AS AUTHORIZED IN THIS MSA OR WHEN REQUESTED BY THE DISCLOSING PARTY; (B) SHALL, AT THE DISCLOSING PARTY'S WRITTEN INSTRUCTION, DESTROY OR RETURN THE CONFIDENTIAL INFORMATION UPON THE TERMINATION OF THIS MSA OR WHEN REQUESTED TO DO SO; AND (C) SHALL PROVIDE THE CONFIDENTIAL INFORMATION PURSUANT TO A REQUIREMENT OF A DULY EMPOWERED GOVERNMENTAL AGENCY OR COURT OF COMPETENT JURISDICTION AND, IF POSSIBLE PRIOR TO PROVIDING SUCH CONFIDENTIAL INFORMATION, PROVIDE THE DISCLOSING PARTY WITH COMMERCIALLY REASONABLE NOTICE AND OPPORTUNITY TO INTERVENE, UNLESS LEGALLY PROHIBITED.

7.2 Level of Protection. The receiving Party will safeguard the Confidential Information with at least the same degree of diligence one employs with respect to their own proprietary and/or Confidential Information and in no event shall the receiving Party employ protection which is less than reasonable under all the circumstances.

7.3 Survival. The provisions of this section shall survive the termination of this MSA.

7.4 Injunctive Relief. The Parties recognize specifically that the obligations of confidentiality contained herein are reasonable and necessary for the protection of Confidential Information and to prevent damages to the disclosing Party. The Parties further recognize and agree that any breach or threatened breach of duties with respect to Confidential Information by either Party or such Party's authorized agent might cause the other Party irreparable injury for which there is no adequate remedy at law. Thus, it is agreed by both Parties that the non-breaching Party shall be

entitled, in addition to any other remedies that are available, to seek injunctive relief in the case of any breach or threatened breach of the duties with respect to Confidential Information as set forth herein.

8. Intellectual Property.

8.1 Title for Client. Except as expressly provided elsewhere in this Agreement, any and all Work Products, including any cited deliverables, or portions thereof, that True North developed or produced at the direction of Client and in accordance with specifications provided by Client, pursuant to this MSA shall be the sole property of Client provided that Client paid True North for the True North performance of the Services under the Client Work Order that produced the Work Products, cited deliverables, or portions thereof. Thereafter, Client shall own all right, title and interest in the Work Products subject to a perpetual, royalty-free, transferable, worldwide license hereby granted by Client to True North to copy, create derivative works, distribute, reproduce and otherwise use such Work Products in any manner is True North's sole discretion. Notwithstanding any other provision of this MSA, to the extent that a Work Product incorporates or is based upon True North Intellectual Property or any third party Intellectual Property, such True North Intellectual Property or third party Intellectual Property remains the sole property of True North or such third party and the Client shall receive only a limited, non-assignable license to copy, distribute, reproduce and otherwise use the True North Intellectual Property or third party Intellectual Property subject to the express terms and conditions set forth in the separate EULA governing such Intellectual Property.

8.2 Title for True North. All rights, title, and interest in and to the Consulting Methodology and the True North Intellectual Property remain the property of True North. True North retains full ownership of the Consulting Methodology and True North Intellectual Property and is free to use the Consulting Methodology and True North Intellectual Property, specifically including all derivative works in such property created under this MSA in future projects without limitation, royalty or termination right possessed by Client.

8.3 Trademarks, Service Marks and Trade Names. Each Party retains all right, title and interest in its respective trademarks, service marks and trade names and except as provided hereinafter, this Agreement does not constitute a license by either Party to use the trademarks, service marks and/or trade names of other Party. As an express exception to the foregoing sentence, Client grants True North a royalty-free perpetual, world-wide right and license to use the Client's trademarks, service marks and trade names in True North's promotional activities when identifying the Client as a True North customer. True North shall, in exercising this right and license, follow the reasonable requirements imposed by Client on the use of the Client's trademarks, service marks and trade name consistent with the uniform usage of such marks and names by Client in its own promotional activities.

9. Limitations and Warranties.

9.1 Disclaimer. True North warrants to Client that the Services will be performed by knowledgeable and experienced personnel and will be of good and workmanlike quality and will be performed in accordance with the specifications agreed upon by the Parties. Except as stated

above. True North does not make any warranty, express or implied, with respect to the Services and True North SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. THE SERVICES AND ANY WORK PRODUCTS OR DELIVERABLES RELATED THERETO ARE PROVIDED AS IS. THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO THE VIRGINIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, §59.1-501.1, ET. SEQ., AND HEREBY WAIVE ANY APPLICATION OF SUCH LAW TO THIS AGREEMENT TO THE FULL EXTENT PERMISSIBLE.

9.2 Consequential Damages. In no event shall either Party be liable to the other Party for any consequential, incidental, special, punitive or indirect damages related to or arising from the formation, performance or breach of this Agreement under any theory of liability and regardless of whether either Party has been advised of the foreseeability or possibility of such damages.

9.3 Limitation of Liability. True North's total liability under this MSA, regardless of the theory of liability or form of action, shall not exceed the total amount paid or owed to True North for Services performed under the specific Client Work Order upon which such liability is premised. However, this liability limitation does not apply in the event of a Confidential Information-related material breach by True North.

9.4 Force Majeure. Neither Party shall be liable to the other Party for any failure of or delay in performance of its obligations under this Agreement, except for the payment of money due hereunder, to the extent that such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of God, acts of a public enemy, terrorism, fires, floods, onsite or regional power outages, wars, civil disturbances, sabotage, accidents, insurrections, blockades, ice and/or snow storms, explosions, labor demonstrations, acts of any governmental body, failure or delay of third parties or governmental bodies from whom either Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits (collectively referred to herein as "Force Majeure"). In the event that either Party claims Force Majeure to excuse performance of its obligations under this Agreement, the Party shall notify the other Party promptly after such occurrence and shall provide weekly written updates on the status of such Force Majeure during the continuation of such event while using reasonable efforts to overcome the impact of the Force Majeure event and resume performance.

## 10. Non-Solicitation.

10.1 Non-Solicitation. Each Party agrees that during the Non-Solicitation Term, defined herein, that it shall not directly or indirectly solicit or hire any employee, consultant, independent contractor, agent or other representative of the other Party ("Employee") to work or provide any services in direct competition with such other Party.

10.2 Non-Solicitation Term. "Non-Solicitation Term" shall mean the shorter of (a) the term of this MSA plus a period of twelve (12) months after the termination of this MSA, or (b) a period of six (6) months after the relevant Employee last worked for the non-soliciting Party.

10.3 Cure. In the event that either Party breaches Section 10.1 of this MSA, the other Party shall be entitled to recover a stipulated fee from the other Party equivalent to fifty percent (50%) of the relevant Employee's first year's total compensation promised by the other Party. A cure letter shall be sent to the other Party if this option is invoked. Exercise of this option documented by such cure letter shall not be construed to be a material breach of this Agreement.

11. Relationship of the Parties.

11.1 Independent Contractor. True North's relationship to Client shall be that of an independent contractor. Nothing in this MSA shall be construed to constitute True North, or any of its employees, as agents, employees, partners or joint venturers of Client. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto.

11.2 Employees; Restrictions of Access. Client is solely responsible for its employees and for any third parties and subcontractors that Client directly manages and True North is solely responsible for its employees that it directly manages. Client shall not have the right, nor shall it attempt to exercise the right, to establish the rate of pay, benefits, hours of work, or other terms and conditions of employment of the employees of True North. Client reserves the right to restrict movements and access rights of any and all True North employees, subcontractors, and agents within the Client's facilities. True North shall be obligated to employ and/or provide the qualified staff necessary to perform Services requested in Client Work Orders. True North shall instruct all of its employees, subcontractors, and agents to behave in accordance with Client's rules and regulations.

12. Waiver. The failure of either Party to insist upon performance of any provision of this MSA, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of such right, remedy or option.

13. Governing Law; Disputes.

13.1 Governing Law. State of Tennessee laws, without reference to its conflict of laws provision, will govern the interpretation and enforcement of this MSA and Client Work Orders, and amendments thereof with such legal action to be brought exclusively in either the United States District Courts for the Middle District of Tennessee, or the state courts in Rutherford County, Tennessee, provided only that such court has proper subject matter jurisdiction.

13.2 Meet and Confer; Option of Arbitration. In the event of a claim, controversy or dispute arising out of or related to this MSA, Client Work Order, and/or Amendment, each Party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith

discussions to try to resolve the matter. If that fails to resolve the matter promptly, then such claim, controversy or dispute may be settled by arbitration before a sole arbitrator, who is an attorney, under the then current Commercial Arbitration Rules of the American Arbitration Association if the parties so agree at that time. The option to agree to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate of the Parties to the extent such right or duty arises through a Party or is related to this MSA, Client Work Order, and/or Amendment. The decision and award of the arbitrator in such an agreed-upon arbitration will be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitrator is directed to hear and decide dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Rutherford County, Tennessee. The arbitrator will enforce the terms of the **MSA**, Client Work Order, and/or Amendment and will have no authority to award punitive damages, non-compensatory damages or any damages other than direct damages, nor award direct damages in excess of the limitations and exclusions set forth in this **MSA**.

13.3 Statute of Limitations. Each Party hereby waives its right to bring any claim against the other Party arising in any way from or relating in any way to this MSA more than one (1) year after the underlying cause of action first arises.

13.4 Jurisdiction; Venue. The Parties hereby waive any challenge to the exercise of personal jurisdiction by the courts identified in Section 13.1, above, as well as defenses and motions based upon improper venue, inconvenience of forum or similar challenge to venue in any action or suit brought relating to or arising from this MSA.

13.5 Caveat. The Parties agree that the United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

14. Notices. All notices or communications required by this Agreement or desired to be given hereunder, shall be in writing and given by electronic mail, certified or registered mail, return receipt requested of courier and shall be deemed to be given when received. Notices shall be addressed to the individual identified below and at the addresses first specified above. Either Party may change its point of contact by written notice to the other.

**True North:**

David Speight  
119 MTCS Rd  
Murfreesboro, TN 37129  
Phone: (615) 890-7728  
Fax: (615) 890-7729  
E-mail: [dspeight@tngeo.com](mailto:dspeight@tngeo.com)

**Client:**

Craig Tindall, City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
Phone: (615) 849-2629  
E-mail: [ctindall@murfreesborotn.gov](mailto:ctindall@murfreesborotn.gov)

15. Authority. The Parties represent on their own behalf: (a) they have full power and authority to enter into and perform this MSA; (b) there is no contract, agreement, promise or undertaking that would prevent the full execution and performance of this MSA; and (c) the persons executing this MSA are duly authorized to do so and have the authority to bind their respective principals.

16. Construction. If any part of this MSA or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All headings contained in this MSA are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this MSA or any provisions hereof and should not be considered in interpreting this MSA. In this MSA, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This MSA shall not be construed against either Party as the drafter as both Parties contributed to the drafting of this MSA.

17. Entirety. This MSA, including any Client Work Orders and Client Work Order Amendments, constitutes the entire agreement between the Parties with respect to True North Services provided to Client; and this MSA takes precedence over and supersedes any and all additional and conflicting prior oral or written communications and any other promises or representations that have been made between the Parties up until now. This MSA may be modified or amended only in writing signed by both Parties.

18. Counterparts. This MSA, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each Party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement.

19. Assignability. This MSA and the rights, duties and obligations of the Parties hereunder shall be deemed to be personal to True North and Client, and as such, may not be assigned by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

20. Survivability. Sections 1, 2, 5, 6, 7, 8, 9, 10, 13 and 14 shall survive the termination of this MSA.

*[signatures appear on the following page]*

IN WITNESS WHEREOF, the Parties, having read and understood the foregoing, and having had the opportunity to consult with legal counsel, have caused this Agreement to be executed by their duly authorized representatives effective as of April 4, 2019 (the "Effective Date").

**TRUE NORTH, INC**

By:   
David Speight, President

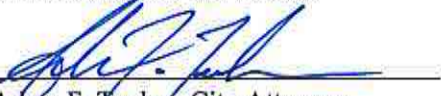
Date: 4/11/2019

**CITY OF MURFREESBORO**

By:   
Shane McFarland, Mayor

Date: 4/4/2019

APPROVED AS TO FORM:

  
Adam F. Tucker, City Attorney

## COUNCIL COMMUNICATION

Meeting Date: 05/25/2023

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**Item Title:** Low Voltage Work Order at 2140 N. Thompson Lane

**Department:** Information Technology

**Presented by:** Matt Jarratt, IT Director

**Requested Council Action:**

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

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**Summary**

Low Voltage work order for 2140 N. Thompson Lane renovation.

**Staff Recommendation**

Approve work order for LanLink Communications.

**Background Information**

The project at 2140 N. Thompson Lane requires low voltage cabling as part of the building's renovation. This infrastructure supports network connectivity for security cameras, access control, and office equipment. Equipment for meeting rooms, including TVs and video conferencing, is included as well. This equipment is included to provide functional meeting and training rooms upon move-in. This work order also includes installation of other project-funded items that are not sourced by this vendor.

**Council Priorities Served**

*Responsible budgeting*

Determining specific use-cases for low voltage connectivity allows the City to address core departmental needs while staying within the scope of a project budget.

**Fiscal Impact**

The expenditure, \$259,406, is within the project budget and is funded by FY21 CIP.

**Attachments**

1. LanLink Work Order
2. LanLink MSA





## Telephone and Datacom Service Pathway and Wiring Specifications

Murfreesboro City

Job Name: North Thompson Parks/Fire

2140 N Thompson LN

Murfreesboro, TN 37129

5.17.23 (non-Plenum)

### Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BICSI Level 2 installers.**

- Data/WAP/Cameras cables shall total (150)
- Coax Cables (12)
- LanLink shall install all the CommScope cat 6a non-plenum cabling needed for a complete install.
- LanLink will install all the CommScope 12 Strand OM4 non-Plenum Fiber from the MDF to IDFs.
- LanLink will install all the composite Access Control cables from 19 doors to Parks 1<sup>st</sup> floor MDF.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- LanLink will provide 150- 1', 10' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has not included power poles.
- LanLink has not included any fire rated plywood.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)
- LanLink will bond all equipment in the comm room to the buss bar provided by the GC to TIA 607 standard if available.
- LanLink will include mounting 13 owner provided Cameras.

### Work Station

- A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed.

### Comm Rooms

LanLink shall provide and install the following:

- 1- enclosed floor mount Cabinet (PS1C2189B)
- 1- COLO Cabinet (Great Lakes (GL8403036CLM2MM)
- 7- 10'X12" Hoffman Ladder tray system with supports for MDF/IDF
- 8- 48 Port Modular Cat 6 modular Patch Panels (CommScope- CPP-UDDM-2U-48)
- 4- 1U Fiber LIUs (CommScope SD-01)
- 6- Fiber Adapter Panels (PNL-BK-012-MFA-LC12AQ)
- 6- Fiber Adapter Blanks- (PNL-BK-Blank)

- 72- LC Fiber Connectors (MFC-LCF-09-5Y)
- 4- APC 2200 UPS

## **Warranty**

- LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.

## **Audio Video Systems**

LanLink shall provide and install the following:

- 2- 55" Display (SAMBE55TH)
- 7- 86" Display (SAMBE86TH)
- 8- HDMI from TV to Desk or Wall Plate
- 1- 40 Watt Atlas Sound Amp
- 2- JBL Control Speakers Ceiling Mount
- 1- TV Media Splitter
- 23- Wall TV Media Boxes
- 4- Floor Boxes for Conference Rooms
- 3- Polycom E-70 Conference system
- 3- Shure Stem Wall mount Speaker/Mic System
- 23- Owner Provided TV Wall Mount (Install Only)
- 13- Owner Provided TVs 55" (Install Only)

## **Project Completion**

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
  1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
  2. All system labels have been put in place.
  3. All construction debris and scrap materials have been removed from the premises.
  4. All marked up record drawings have been returned to the Engineer.
  5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
  6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
  7. The testing logs in electronic and hard copy have been forwarded to the Owner.
  8. As-Built Drawings with pathway and outlet label will be provided to the customer.

### *Testing*

- A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

**Section 2 – Payment Terms and Pricing**

Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

<b>Budget Cabling Total =</b>	<b>\$134,122.16</b>
<b><u>Budget A/V Total=</u></b>	<b><u>\$125,284.25</u></b>
<b>Budget Total =</b>	<b>\$259,406.41 (Plus Tax if applicable)</b>

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section. Work will begin upon acceptance of this contract.

\_\_\_\_\_ Authorized Signature                      \_\_\_\_\_ Date

Proposal is valid for 30 Days

## **Agreement for Low Voltage and Fiber Optic Cabling**

This Agreement is entered into and effective as of 2/17/2023 (the "Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **LanLink Communications, LLC**, a Tennessee limited liability company ("Contractor").

This Agreement consists of the following documents:

- This document
- RFCSP-11-2023, Low Voltage and Fiber Optic Cabling issued January 17, 2023 (the "Solicitation");
- Contractor's Proposal, dated January 31, 2023 ("Contractor's Proposal");
- Contractor's Price Proposal, dated January 31, 2023 (the "Price Proposal"), and attached hereto as Exhibit A;
- Any properly executed amendments to this Agreement;
- Any properly executed Work Order(s) (which may also be called a Statement of Work, Task Order, and/or Purchase Order) issued and accepted pursuant 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, Any properly executed Statement(s) of Work issued and accepted pursuant to this Agreement;
- Fourth, the Solicitation; and
- Lastly, Contractor's Proposal, Transmittal Letter, and Contractor's Terms and Conditions.

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

1.1. Contractor is engaged to provide low-voltage communication cabling for numerous City locations per the terms and specifications of the Solicitation. This cabling may include copper (Cat 6 and above) and fiber (single and multimode) within buildings as well as outside cabling as needed. Installation of racks, patch panels, and uninterruptable power supplies (UPS) will also be needed as part of some projects. Additionally, cabling and mounting of POE surveillance cameras and wireless access points is also anticipated.

1.2. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

### **2. Scope of Services; Work Orders.**

2.1. Contractor will perform the Services set forth in the Work Order(s) in a good and workmanlike manner. With the specifics agreed to by the Parties, the Work Order(s)

shall include, but not be limited to: a description of the nature, scope, and schedule of the Services to be provided; the term/time within which the Services will be provided; Work Products, including any specifically cited deliverables, to be produced for and provided to the City; Contractor resource(s) to be used; the fixed price for the project or the hourly rate of pay per the Price Proposal; costs, invoicing and payment information; and any other relevant terms and conditions relating to the Services.

- 2.2. The City may request changes to any Work Order by providing Contractor with a written request that describes the desired change ("Work Order Amendment" or "Amendment"). Prior to implementing any Amendment and before the City incurs any costs associated with any Amendment, Contractor will provide the City with a written quotation which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Client requested changes specified within the Amendment. Provided that either the terms and conditions of the written quotation are acceptable to the City as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Amendment and, prior to Contractor performing any work based on the Amendment, the Amendment must be signed by the designated City representative responsible for the Work Order indicating City's concurrence and the Amendment must be approved/signed by authorized representatives of both Parties.
- 2.3. The City may cancel any Work Order at its sole convenience upon thirty (30) days' prior written notice to Contractor. In the event that the City cancels any Work Order under this Section 2.3, the City shall pay Contractor the costs of any mutually agreed upon Work Order-cited Services, performed by Contractor, up to the effective date of cancellation. Such payment by the City will be made to Contractor no later than thirty (30) days from the date that an undisputed Contractor invoice is received by the City with such date of receipt of invoice to be no sooner than the effective date of cancellation of the Work Order. No later than thirty (30) days following the effective cancellation date of a Work Order, Contractor shall provide the City any and all Work Products, including any cited deliverables, or any parts thereof, that Contractor developed or produced via the Work Order up to the effective date of cancellation. For purposes of clarification, "Work Order" as used in this Section 2.3, shall be construed to mean a Work Order and any Amendment(s) to that Work Order. Cancellation of any Work Order shall not be deemed or construed to be a cancellation of this Agreement.

### **3. Term.**

- 3.1. The term of this Agreement commences on the Effective Date and shall run for a period of three (3) years, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.
- 3.2. Termination. Contractor's services may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.

- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement other than non-payment, which may be subject to suspension or termination as provided in Section 3.2, below. 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.
- c. 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.
- d. 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. Compensation; Method of Payment.**

- 4.1. Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice. Invoices should be sent to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov), with a copy to [mjarratt@murfreesborotn.gov](mailto:mjarratt@murfreesborotn.gov). Payment terms shall be net 30 days from the City's receipt of an invoice, unless the City objects to all or any portion of said invoice within 30 days.
- 4.2. In the event the City is in arrears with any payment due from it to Contractor at any time, whether in respect to the Proposal price or any other amount due from the City to Contractor under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Contractor. Should the City remain in arrears more than 90 days, then upon notice to the City and without waiving any other rights or remedies to which it may be entitled, Contractor may place City's account in a credit hold and/or suspend or terminate performance of its duties and responsibilities until payment of the amount in arrears is received.

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

**6. Warranty.**

6.1. Contractor warrants that:

- a. Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;
- b. For a period of (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;
- c. With respect to Services, Contractor's personnel shall possess the requisite level of training, skill, and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

6.2. Contractor shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Contractor which, within the sole, reasonable judgment of the Contractor, results in an adverse effect, including effects upon performance or reliability of the Products.

6.3. In order to make a warranty claim, the City shall promptly notify Contractor in writing and Contractor will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to the City. Contractor will attempt to reply to warranty claims received from the City within 72 hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. The City shall reasonably and promptly cooperate with Contractor's request for information regarding the claim and with return of the defective Product if required.

6.4. Contractor's sole obligation with respect to Products manufactured by someone other than Contractor shall be to pass through the applicable warranties, if any, provided by the manufacturer.

6.5. Depending on product line and manufacturer warranty, additional charges may apply for onsite support of In Warranty parts repair or replacement. Contractor recommended and supported products will carry one year of support for replacement or repair if deemed a manufacturer defect. For Out-of-Warranty products that Contractor does not recommend, support will be deemed to be out-of-warranty, therefore, service labor for replacement and repair will be considered a billable activity. If upon return and repair, it is deemed that the product was damaged by the City or its guests/occupants, the service would be a billable activity. If product is deemed defective by manufacturer, In Warranty by manufacturer, a product that Contractor supports and within the one year labor warranty period, then Contractor will remove, return/repair and reinstall the defective item under the one year labor warranty. If the product is deemed not defective by the manufacturer, out of manufacturer warranty, not a supported product of Contractor or beyond the one year labor warranty period based upon purchase date,

then the City is responsible for any removal, replacement, repair and/or reinstall as a billable activity from Contractor. The storage of equipment, cardboard boxes, and packaging for returned materials for 30 days from the purchase date and then subsequent discarding of packaging materials and boxes are a billable activity at the "material handling" rate with a minimum of 1 hour charge.

6.6. Contractor will offer a 25-year Warranty on CommScope products and a Manufacturer Warranty on non-CommScope products. All labor will be warranted for one year.

**7. Insurance.**

7.1. During the term of this Agreement, Contractor shall maintain at least the following commercial insurance policies for the duration of the contract in the amounts specified:

- a. Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- b. Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability insurance – Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- d. Commercial umbrella policy to a limit of \$5,000,000 aggregate.

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

**8. Indemnification.**

8.1. 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.



8.2. 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.

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

- a. 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.
- b. 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:
  - i. Procure for the City the right to continue using the products or services.
  - ii. 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.
  - iii. 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.
- c. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the

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

- 9. Notices.** Notices to the parties, including but not limited to notice of assignment of any rights to money due to Contractor under this Agreement, must be mailed, hand delivered, and/or emailed to the addresses below, or as may be updated in writing by the parties from time to time. Any notice to a party relative to any part of this Agreement will be considered delivered and the service thereof completed when said notice is posted by registered mail, to the receiving party at its last given address or delivered in person to said party or, in the case of Contractor, its authorized representative on site.

If to the City:  
City of Murfreesboro  
Attn: City Manager  
111 W. Vine St.  
Murfreesboro, TN 37130

If to Contractor:  
LanLink Communications LLC  
Attn: David Glass, Owner  
Rodney Oldenburg, General Manager  
Keegan Erickson, Sr. Account Manager  
1513 W. College St.  
Murfreesboro, TN 37129  
dglass@lanlinkcommunications.com  
rodney@lanlinkcommunications.com  
kerickson@lanlinkcommunications.com

- 10. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 11. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 12. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 13. Non-Solicitation.** Each Party agrees that during the Non-Solicitation Term, defined herein, that it shall not directly or indirectly solicit or hire any employee, consultant, independent contractor, agent or other representative of the other Party ("Employee") to work or provide any services in direct competition with such other Party. "Non-Solicitation Term" shall mean the shorter of (a) the term of this Agreement plus a period of twelve (12) months after the

termination of this Agreement, or (b) a period of six (6) months after the relevant Employee last worked for the non-soliciting Party.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

**18. Federal Contractor Requirements.**

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

**19. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder may be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer does not release Contractor from its obligations hereunder unless specifically waived by the City in writing.

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

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

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

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

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


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

**IN WITNESS WHEREOF,** the parties enter into this agreement as of the Effective Date first listed above.

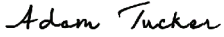
**City of Murfreesboro, Tennessee**

DocuSigned by:  
  
A2F6A4BF7CD74E7...  
Stacie McFarland, Mayor

**LanLink Communications, LLC**

DocuSigned by:  
  
C4FF907D0CB3427...  
Rodney Oldenburg, General Manager

Approved as to form:

DocuSigned by:  
  
43A2035E51F9401...  
Adam F. Tucker, City Attorney

**EXHIBIT A**

<b>Labor Cost Per Hour</b>	<b>Business</b>	
	<b>Hours M-F</b>	<b>After Hours</b>
BICSI- Certified RCDD	\$ 120.00	\$ 180.00
BICSI- Certified RTPM/ Sales Engineering	\$ 90.00	\$ 135.00
BICSI- Certified Fiber Technician Level II	\$ 80.00	\$ 95.00
BICSI- Certified Copper Technician Level II	\$ 70.00	\$ 105.00
Helper/ Warehouse Material Mobilization	\$ 60.00	\$ 90.00
Systems Installer (A/V and like systems)	\$ 90.00	\$ 135.00
System Programmer/Integrator	\$ 100.00	\$ 150.00
<b>Materials/Equipment Cost</b>		
Percentage Above Invoiced Cost	17%	

**Labor Increase Rate:** After the first year, the labor rates herein will increase by 1% per year.

**No Items.**

