

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**August 3, 2023**

**PRAYER**

Mayor Shane McFarland

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

STARS Award: Alexia Jakes

**Public Comment on Actionable Agenda Items**

**Consent Agenda**

1. Annual State Airport Maintenance Grant (Airport)
2. Fuel Farm Design Contract Amendment 1 (Airport)
3. First Amendment to the Contract with On-Duty International LLC (Police)
4. 2023 Edward Byrne Memorial JAG Program and MOU with RCSO (Police)
5. Guardrail Replacement Contract - Amendment 2 (Street)
6. Overall Creek Pump Station Expansion Change Order No. 1 (Water Resources)

**Old Business**

Ordinance

7. Code Amendment Regarding the Location of Sexually Oriented Entertainment Ordinance 23-O-25 (2nd and Final Reading) (Administration)
8. Ordinance 23-O-24 FY24 Budget Amendment (2nd and Final Reading) (Administration)

**New Business**

Land Use Matters

9. Sewer Allocation Variance - River Rock Boulevard – Commercial Development (Planning)

On Motion

10. CIP Reallocation - Butler Drive (Engineering)

**Board & Commission Appointments**

**Licensing**

11. Beer Permits (Finance)

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

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**Item Title:** Annual State Airport Maintenance Grant

**Department:** Airport

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

**Requested Council Action:**

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

**Summary**

Approve annual State Airport Maintenance Grant for the Murfreesboro Municipal Airport.

**Staff Recommendation**

Recommend approval of the annual State Airport Maintenance Grant.

**Background Information**

Each year the Tennessee Department of Transportation-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc. This grant assists with the maintenance of items at the airport that promote safe operations at the Airport such as airfield lighting and other similar systems.

**Council Priorities Served**

*Responsible budgeting*

Pursuit and management of available state and federal funds are an essential part of our Airport Budget.

**Fiscal Impact**

Airport Maintenance Grant assists with 95% of the cost funding up to \$15,000.

**Attachments**

Annual State Airport Maintenance Grant

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 7/1/2023		<b>End Date</b> 6/30/2024		<b>Agency Tracking #</b> 40100-51008	<b>Edison ID</b> 74118
<b>Grantee Legal Entity Name</b> City of Murfreesboro				<b>Edison Vendor ID</b> 4110	
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number # N/A</b>			
		<b>Grantee's fiscal year end</b>			
<b>Service Caption (one line only)</b> FY24 Airport Maintenance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00
<b>TOTAL:</b>	<b>\$15,000.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$15,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> TX		<b>Account Code (optional)</b> 71302			

**VENDOR ADDRESS: 5**

**LOCATION CODE: MURFRE-002**

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

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

Grantee Edison Vendor ID # 4110

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on July 1<sup>st</sup>, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all

applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Department of Transportation – Aeronautics Division  
<https://www.blackcataviation.com>

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

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to

the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be



made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Evan Rodgers  
Transportation Program Monitor  
Aeronautics Division  
TN Dept. of Transportation – Aeronautics Division  
7335 Centennial Boulevard  
Nashville, TN 37209  
Telephone: 615-741-3208

The Grantee:

Shane McFarland  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
Email: smcfarland@murfreesborotn.gov  
Telephone: 615-849-2629

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, the Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

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

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

**IN WITNESS WHEREOF,**

**CITY OF MURFREESBORO:**

75-555-0774-24

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<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
<b>SHANE MCFARLAND, MAYOR</b>	

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**


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<b>HOWARD H. ELEY, DEPUTY GOVERNOR &amp; COMMISSIONER</b>	<b>DATE</b>
---	-------------

**APPROVED AS TO FORM AND LEGALITY:**

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<b>JOHN REINBOLD, GENERAL COUNSEL</b>	<b>DATE</b>
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Approved to form:  
DocuSigned by:  
  


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43A2035E51F9401...  
 Adam F. Tucker, City Attorney

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.



**ATTACHMENT TWO****PAGE ONE**

<b>GRANT BUDGET</b>				
<b>City of Murfreesboro: FY24 Airport Maintenance</b>			<b>AERM-24-145-00</b>	
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
<b>BEGIN: 7/1/2023</b>			<b>END: 6/30/2024</b>	
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$15,000.00</b>	<b>\$789.47</b>	<b>\$15,789.47</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT TWO**

**PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY24 Airport Maintenance	\$15,000.00
<b>TOTAL</b>	<b>\$15,000.00</b>

TAD Project # 75-555-0774-24

Project Breakdown: \$15,000.00 95% State  
 TX# \$ 789.47 5% Local Participation  
 Grant Total: \$15,789.47

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

**ATTACHMENT THREE  
PAGE ONE**

**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number:

Is City of Murfreesboro a parent?      Yes       No

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

Is City of Murfreesboro a child?      Yes       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

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**Item Title:** Fuel Farm Design Contract Amendment No. 1

**Department:** Airport

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

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

First Contract Amendment for the design of the Airport's aviation fuel farm equipment.

**Staff Recommendation**

Approve Amendment No. 1 to the Airport fuel farm design contract with Griggs and Maloney.

**Background Information**

To meet the increasing demand for aviation fuel and comply with new aviation fueling equipment requirements a new aviation fuel farm is being proposed. The City has requested that Griggs & Maloney, Inc. design a fuel farm pad for a 20,000-gallon Avgas tank and a 12,000-gallon Jet A tank. The original design contract with Griggs & Maloney, Inc. for pad design work and bid documents was for \$36,500.

This Amendment expands the contract to cover design, bid, and coordination for the fueling equipment that will be installed on the pad. The Amendment is for \$30,000, which brings the total design work to \$66,500.

**Council Priorities Served**

*Expand infrastructure*

The design of the new fuel farm will allow the City to improve its ability to meet the demand for aviation fuels at the Murfreesboro Municipal Airport.

**Fiscal Impact**

The expense, \$30,000, is funded by FY21 CIP and is within the project budget.

**Attachments**

Griggs & Maloney, Inc. Contract Amendment No. 1



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

July 19, 2023

Mr. Chad Gehrke  
Murfreesboro Municipal Airport  
P.O. Box 4145  
Murfreesboro, Tennessee 37133-4145

**RE: AMENDMENT #1 - NEW BULK FUEL FARM FUEL AIRPORT FUEL FARM FUEL & EQUIPMENT RFCSP**

Dear Mr. Gehrke:

Thank you for the opportunity to assist with the New Bulk Fuel Farm at the Murfreesboro Municipal Airport. To date Griggs & Maloney has provided engineering design, bidding, and construction phase services for the construction of the concrete containment pad, truck unloading area, utilities, and grading of the surrounding area for the new fuel farm adjacent to the ramp near where the T-hangar ramp and Taxiway C meet. G&M also assisted with the primary power needs related to the new fuel area which is anticipated to require a new transformer, lighting around the fuel area, and electrical and communications conduit for the equipment. The components of the project are nearing construction completion.

G&M was requested to amend its original agreement, dated December 2020, to include assistance with developing a Request for Competitive Sealed Proposals (RFCSP) for a fuel provider vendor and furnishing a complete, in-place fuel management system with equipment. The RFCSP outlined the operational, maintenance and equipment needs. As part of this, G&M assisted in developing the general specifications for the aboveground storage tanks, fuel dispensing, and other fueling equipment (pumps, leak detection, etc.) and assisted in developing the general performance requirements for the RFCSP. G&M supported the process during bidding, responding to bidder questions and drafting language for addenda. G&M will assist the airport with the to be scheduled kickoff meeting with the fuel vendor.

The amount of the proposed Amendment #1 is \$30,000. The work shall be performed in accordance with the terms and conditions and billing rates agreed to in the original contract. Should you have any questions regarding this proposal, please contact me at (615) 895-8221.

Sincerely,  
**GRIGGS & MALONEY, INC.**

Ryan Maloney, P.E.  
President

**ACCEPTED BY CITY OF MURFREESBORO**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

cc: Cathy Smith  
Megan Strode

DocuSigned by:

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

\_\_\_\_\_  
7/21/2023

\_\_\_\_\_  
Date

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

---

**Item Title:** First Amendment to the Contract with On-Duty International, LLC

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

First Amendment to the contract with On-Duty International, LLC

**Staff Recommendation**

Approve the First Amendment to the Contract with On-Duty for police vehicle equipment.

**Background Information**

The initial contract between the City and On-Duty Depot, Inc. was approved by Council on July 22, 2022. On-Duty Depot, Inc. was recently purchased by On-Duty International, LLC. This contract provides for the purchase and installation of safety equipment for police vehicles.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

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

**Fiscal Impact**

Future purchase made pursuant to contract will be brought before Council or in accordance with City purchasing guidelines.

**Attachments**

First Amendment to the Contract with On-Duty International, LLC

**FIRST AMENDMENT  
TO THE  
CONTRACT BETWEEN  
THE CITY OF MURFREESBORO  
AND  
ON DUTY INTERNATIONAL LLC  
FOR  
POLICE VEHICLE EQUIPMENT**

This First Amendment (“First Amendment”) to the Contract entered July 22, 2022, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and On Duty International LLC, a limited liability company of the Commonwealth of Kentucky, (“Contractor”) is effective as of this

\_\_\_\_\_.

**RECITALS**

**WHEREAS**, on July 22, 2022, the City entered into a contract with On-Duty Depot, Inc. for equipment and installation services set forth in Section 3.4 and listed on page 14 of ITB-64-2022-Police Vehicle Equipment issued on June 7, 2022; and,

**WHEREAS**, Clause 20 of the Contract, states the provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties and further allows the Contractor to assign or transfer in whole or in part the rights and obligations of Contractor with consent of the City; and

**WHEREAS**, Contractor notified the City on June 30, 2023, that On Duty Depot, Inc. was purchased by on Duty International LLC on March 1, 2023; and

**WHEREAS**, the City consents to the assignment of the Contract to the new owner, On Duty Depot International LLC; and

**WHEREAS**, the term of the contract between the City and Contractor is currently from July 22, 2022, to July 21, 2023; and,

**WHEREAS**, the contract is renewable annually for up to a maximum of five years per Section 1.15 of the Invitation to Bid and Clause 2 of the Contract; and

**WHEREAS**, the City and Contractor wish to extend the Contract term pursuant to Clause 2 of the current Contract and Section 1.15 of the ITB for an additional year;

**NOW THEREFORE**, the City and Contractor mutually agree:

1. To amend the contract to reflect the assignment of the contract to the new owner, On Duty International LLC, a limited liability company of the Commonwealth of Kentucky.
2. To extend the term of the current Contract, from July 22, 2023, until July 21, 2024.
3. All other terms of the Contract shall remain the same.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2023.

**CITY OF MURFREESBORO**

**ON DUTY INTERNATIONAL DEPOT LLC**

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

DocuSigned by:  
By: *John Bradley* \_\_\_\_\_  
47A81A4CAA7A4F...  
John T. Bradley, Sales Manager

Approved as to form:  
DocuSigned by:  
*Adam Tucker* \_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker, City Attorney



# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

---

**Item Title:** 2023 Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program and MOU with Rutherford County Sheriff's Office

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Memorandum of Understanding between the City and the Rutherford County Sheriff's Office for submission of the 2023 JAG Program.

**Staff Recommendation**

Approve the application for the 2023 JAG Program and the MOU with the RCSO for sharing of grant funds.

**Background Information**

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$67,468 from the 2023 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$33,734 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is August 31, 2023 and must be completed online.

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

**Council Priorities Served**

*Safe and Livable Neighborhoods*

Equipment purchased by the JAG will enhance public safety. Specifically, tasers are a critical law enforcement tool that allows the officers to have a less-lethal use of force option when encountering situations in the field.

**Fiscal Impacts**

Total federal award is \$67,468 with \$33,734 allocated to the City. No matching funds are required.

**Attachments:**

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

### 2023 Tennessee Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

#### Finding your jurisdiction:

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

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	ANDERSON COUNTY	County	*	
TN	OAK RIDGE CITY	Municipal	\$10,961	\$10,961
TN	BEDFORD COUNTY	County	*	
TN	SHELBYVILLE CITY	Municipal	\$13,038	\$13,038
TN	BRADLEY COUNTY	County	\$15,741	
TN	CLEVELAND CITY	Municipal	\$31,958	\$47,699
TN	COFFEE COUNTY	County	*	
TN	TULLAHOMA CITY	Municipal	\$10,511	\$10,511
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$15,015	\$15,015
TN	HAMBLEN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$18,819	\$18,819
TN	HAMILTON COUNTY	County	\$21,021	
TN	CHATTANOOGA CITY	Municipal	\$171,223	\$192,244
TN	KNOX COUNTY	County	\$45,246	
TN	KNOXVILLE CITY	Municipal	\$109,536	\$154,782
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$50,051	\$50,051
TN	MAURY COUNTY	County	\$11,011	
TN	COLUMBIA CITY	Municipal	\$21,297	\$32,308
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$71,197	\$71,197
TN	RUTHERFORD COUNTY	County	\$16,967	
TN	MURFREESBORO CITY	Municipal	\$50,501	\$67,468
TN	SHELBY COUNTY	County	\$50,351	
TN	MEMPHIS CITY	Municipal	\$1,092,704	\$1,143,055

### 2023 Tennessee Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

**Finding your jurisdiction:**

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

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	WASHINGTON COUNTY	County	\$10,811	
TN	JOHNSON CITY CITY	Municipal	\$20,846	\$31,657
TN	WILLIAMSON COUNTY	County	*	
TN	FRANKLIN CITY	Municipal	\$12,138	\$12,138
TN	WILSON COUNTY	County	*	
TN	LEBANON CITY	Municipal	\$13,689	\$13,689
TN	BARTLETT CITY	Municipal	\$13,964	
TN	BLOUNT COUNTY	County	\$22,147	
TN	BRISTOL CITY	Municipal	\$11,487	
TN	COCKE COUNTY	County	\$10,886	
TN	GREENE COUNTY	County	\$14,364	
TN	KINGSPORT CITY	Municipal	\$28,103	
TN	LA VERGNE CITY	Municipal	\$12,037	
TN	MONROE COUNTY	County	\$14,339	
TN	NASHVILLE-DAVIDSON COUNTY CITY	Municipal	\$594,876	
TN	SEVIER COUNTY	County	\$12,062	
TN	SMYRNA CITY	Municipal	\$15,240	
TN	SULLIVAN COUNTY	County	\$20,721	
	<b>Local total</b>		<b>\$2,654,858</b>	

DocuSigned by:

*Craig Tindall*

7/25/2023

242A8A86DF6749B...

Craig D. Tindall, City Manager  
City of Murfreesboro

APPROVED AS TO FORM

DocuSigned by:

*Adam Tucker*

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Adam F. Tucker, City Attorney

JUST GRANTS APPLICATION NUMBER \_\_\_\_\_

THE STATE OF TENNESSEE

KNOW ALL BY THESE PRESENT

COUNTY OF RUTHERFORD

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

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

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

**WHEREAS**, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$33,734 and Rutherford County receiving \$33,734; and

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

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

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

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to draw from grant and pay COUNTY a total of \$33,734 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$33,734 of JAG funds to spend within grant guidelines.

**Section 2.**

COUNTY agrees to use \$33,734 for the 2023 Law Enforcement Equipment Purchase Program from October 1, 2023, until September 30, 2027.

CITY agrees to use \$33,734 for the 2023 Law Enforcement Equipment Purchase Program from October 1, 2023, until September 30, 2027.

JUST GRANTS APPLICATION NUMBER \_\_\_\_\_

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
County Mayor

DocuSigned by:  
*Michael Bowen*  
\_\_\_\_\_  
86F17CACBDDC439...  
Chief of Police

\_\_\_\_\_  
Sherriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:  
*Adam Tucker*  
\_\_\_\_\_  
43A2D35E51F9401...  
City Attorney

\_\_\_\_\_  
County Attorney

ATTEST:

\_\_\_\_\_  
City Recorder

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

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**Item Title:** Guardrail Replacement Contract - Amendment 2

**Department:** Street Department

**Presented by:** Raymond Hillis

**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**

Second amendment to agreement for guardrail replacement with LU Inc.

**Staff Recommendation**

Approve the second amendment to agreement for guardrail replacement with LU Inc.

**Background Information**

This agreement allows the Street Department the capabilities to respond to damaged guardrails and provide safer roadways for motorists. The City and LU Inc entered into an agreement on 3/25/21 with the option to automatically renew in one-year increments for an additional two years. The first amendment to the agreement was signed on 3/18/22 and included a price adjustment and one year extension. LU Inc is requesting a 5.6% price adjustment through the remainder of the current term and until the contract end date, which is 3/25/24. The Department seeks to use responsible budgeting and ensure that we can continue to afford the replacement and installation of critical materials for the City's Street infrastructure.

**Council Priorities Served**

*Responsible Budgeting*

LU Inc. submitted the revised contract price terms due to increased pricing on materials.

**Fiscal Impact**

Funding for the guardrail replacement services is accommodated with Risk Management funds and Street Department budget.

**Attachments**

Second Amendment to Agreement for Guardrail Replacement Contract

**SECOND AMENDMENT TO  
AGREEMENT FOR GUARDRAIL REPLACEMENT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
LU INC.**

This Second Amendment (“Second Amendment”) to the Contract entered March 25, 2021, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, and Lu Inc., a Corporation of the State of Tennessee (“Contractor”).

**RECITALS**

WHEREAS, the City and Contractor entered into a contract on March 25, 2021, for Guardrail Replacement in accordance with the Bid Specifications set forth in ITB-16-2021 – Guardrail Replacement and any Addendums issued to ITB-16-2021; and,

WHEREAS, the City of Murfreesboro and Contractor entered into the First Amendment on March 18, 2022, agreeing to a price adjustment and extension of term until March 25, 2023; and,

WHEREAS, the current term of the contract between the City and Contractor is from March 25, 2023 to March 25, 2024; and,

WHEREAS, City consents to the Contractor’s requested price adjustment for Guardrail Replacement through the remainder of the current term and until the contract end date (see chart below).

Item	Current Contract Unit Price	Current Contract Total Price	Requested New Contract Unit Price	Requested New Contract Total Price
G-Rail @ Br. Ends	\$88.61	\$9,569.88	\$93.00	\$10,044.00
Single G-Rail (Post 7' -3")	\$44.63	\$4,463.00	\$47.00	\$4,700.00
Single G-Rail (Type 2)	\$34.43	\$86,075.00	\$36.50	\$91,250.00
Flared End	\$63.75	\$637.50	\$67.00	\$670.00
Rounded End	\$63.75	\$637.50	\$67.00	\$670.00
Type 13	\$1,619.25	\$6,477.00	\$1,700.00	\$6,800.00
G-Rail Anchor (Type in-line)	\$1,130.93	\$4523.72	\$1,187.50	\$4,750.00
G-Rail Anchor (Type 21)	\$2,868.75	\$11,475.00	\$3,012.00	\$12,048.00
TYPE 38	\$3,187.50	\$12,750.00	\$3,347.00	\$13,388.00
Metal Beam Guard Fence	\$79.82	\$31,926.00	\$84.00	\$33,600.00
Guard Rail Removal Traffic Control (Vert/Horiz.)	\$3.70	\$1,850.00	\$4.00	\$2,000.00
Re-Align G. Rail (Vert/Horiz.)	\$7.01	\$3,505.00	\$7.50	\$3,750.00
Traffic Control	\$1,275.00	\$1,275.00	\$1,339.00	\$1,339.00
Mobilization	\$1,275.00	\$1,275.00	\$1,339.00	\$1,339.00
Total Contract Price		\$176,439.60		\$186,348.00



NOW THEREFORE, the City and Contractor mutually agree:

1. To amend the contract to reflect the price adjustments listed above effective this \_\_\_\_\_, 2023.
2. All other terms of the contract shall remain the same.

**CITY OF MURFREESBORO**

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

**LU INC**

DocuSigned by:

*Novice J. Cole, Jr.,*  
\_\_\_\_\_  
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Novice J. Cole, Jr., President

Approved as to form:

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

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

---

**Item Title:** Overall Creek Pump Station Expansion Change Order No. 1

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider construction contract Change Order No. 1 to accommodate three time-extension requests involved with changes in contract scope.

**Staff Recommendation**

Approve Change Order No. 1.

**Background Information**

There have been five requests for changes to the project scope that have been approved through change control forms utilizing the construction contingency allowance monies built into the construction contract. These change control forms did not provide for time extensions associated with the change in scope of work. Change Order No. 1 has been prepared to request approval of a 36-day time extension to the construction contract.

There is no change in contract price with this change order. The contract amount remains at \$4,963,947.

**Council Priorities Served**

*Expand infrastructure*

The Overall Creek pump station expansion allows the high growth areas of the City, west of I-24, to continue to economically develop by providing capacity for new sewer connections as well as diminishing the risk of overflows occurring during heavy periods of rain.

**Fiscal Impact**

None.

**Attachments**

Change Order No. 1



July 13, 2023

Mrs. Valerie H. Smith, PE  
Assistant Director - Engineering & Compliance  
Murfreesboro Water Resources Department  
P.O. Box 1477  
Murfreesboro, TN 37133-1477

Sent Via Email

Re: **Overall Creek Pump Station & Force Main Expansion – Contract 1  
Change Order No. 1**

Dear Valerie:

Blakley Construction Services, LLC has submitted six (6) change order requests during the referenced construction project which are compiled into this Change Order No. 1. The requested changes are detailed in the attached change control forms (CCF(s)). Recall that CCFs 1 – 5 have been approved by the Board. CCF 6 is a new request for a 20-day contract time extension and no cost. SSR has reviewed CCF 6 and recommends approving the 20-day extension. Recall that CCF 3 and CCF 5 also included time extension requests of 10 and 6 days, respectively, and were approved with the understanding that the time portion of those CCFs would be included in a future formal contract change order. SSR recommends a total contract time extension of 36 days as summarized in this Change Order No. 1. Change Order No. 1 does not change the contract price. All the change items have been accounted with the \$200,000.00 construction contingency allowance, leaving \$80,713.00 in available allowance funds. If MWRD agrees with the change order, please sign, and return a copy to me.

If you have any questions, please contact me.

Sincerely,

**SMITH SECKMAN REID, INC.**

A handwritten signature in blue ink, appearing to read "Brentley D. Fowler".

Brentley D. Fowler, P.E.

Enclosures

BDF/bdf

cc: Marshall Fall, MWRD  
Terry Rhea, Herby Rader, RPR (w/enclosure)



## CHANGE ORDER NO. 01

<b>Date Issued for Approval:</b>	July 10, 2023	<b>Effective Date:</b>	July 27, 2023
<b>Project:</b>	Overall Creek PS & FM Expansion – Contract 1	<b>Contract No.:</b>	1
<b>Owner:</b>	City of Murfreesboro	<b>Owner Project No.:</b>	N/A
<b>Engineer:</b>	Smith Seckman Reid, Inc.	<b>SSR Project No.:</b>	1941018.0
<b>Contractor:</b>	Blakley Construction Services, LLC	<b>Government Project No.:</b>	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

**Description of Change (Including Location and Reasons Therefore):**

See attached "Description of Change Summary."

**Enclosures and References:**

See attached "List of Attachments."

	AMOUNT		CONTRACT TIME
Original Contract Price	\$4,963,947.00	Substantial Completion Date Prior to Change Order	09/27/2023
Contract Price Prior to Change Order	\$4,963,947.00	Final Payment Date Prior To Change Order	10/27/2023
Net Amount This Change Order	\$0.00	Net Time This Change Order	36 days
Revised Contract Price	\$4,963,947.00	Revised Substantial Completion Date	10/07/2023
		Revised Final Payment Date	11/06/2023

**Remarks:**

1. The party initiating the change order request is:  Contractor  Owner  Engineer

**Agreement:**

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

Recommended for Approval by Engineer (authorized signature):

Date: 07/10/2023

Authorized for Owner by (authorized signature):

Date:

Accepted for Contractor by (authorized signature):

Date:

Approved by Funding Agency (authorized signature, if applicable):

Date:



**CHANGE ORDER NO. 01**

**Description of Change Summary:**

- 1. CCF No. 1. Change to add grounding rings to the flow meters.  
 Total Add Cost .....\$4,017.00  
 Total Time Change ..... 0 days
- 2. CCF No. 2. Change to delete factory motor testing.  
 Total Credit Cost.....\$(2,200.00)  
 Total Time Change ..... 0 days
- 3. CCF No. 3. Change to add a backup control panel.  
 Total Add Cost.....\$61,174.00  
 Total Time Change ..... 10 days
- 4. CCF No. 4. Existing generator relocation to DeJarnette Lane PS.  
 Total Add Cost.....\$16,296.00  
 Total Time Chane ..... 0 days
- 5. CCF No. 5. Meter vault modifications and bypass connection.  
 Total Add Cost.....\$40,000.00  
 Total Time Chane ..... 6 days
- 6. CCF No. 6. Contract time extension.  
 Total Add Cost.....\$0.00  
 Total Time Chane ..... 20 days

**TOTAL CHANGE ORDER NO. 01 .....\$0.00**

**TOTAL DAYS CHANGE ORDER NO. 01 .....36 DAYS**

**TOTAL DEBIT TO CONTINGENCY ALLOWANCE .....\$119,287.00**

**TOTAL REMAINING IN CONTINGENCY ALLOWANCE .....\$80,713.00**

**List of Attachments:**

- 1. CCF 01.
- 2. CCF 02.
- 3. CCF 03.
- 4. CCF 04.
- 5. CCF 05.
- 6. CCF 06.
- 7. Change Control Log. Attachment provides justification for Change No. 1, above.

## COUNCIL COMMUNICATION

**Meeting Date: 08/03/2023**

---

**Item Title:** Code Amendment Regarding the Location of Sexually Oriented Entertainment  
[Second Reading]

**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"/>

---

**Summary**

Ordinance amending the City Code to clarifies the location of sexual oriented entertainment.

**Staff Recommendation**

Pass and adopt Ordinance 23-O-25 amending City Code § 21-25.

**Background Information**

City Code currently imposes distance restrictions between certain land uses and sexually oriented adult businesses. These restrictions serve to protect the identified land uses from the undue secondary effects of such adult businesses. The amendment incorporates entertainment events that has the secondary effects on nearby land uses. Sexually oriented adult entertainment events are separated from churches, daycare facilities, public libraries, school, funeral parlors, parks, and homes. Exceptions are made to protect speech that legitimately expresses matters of serious literary, artistic, scientific, or political value.

**Council Priorities Served**

*Improve economic development*

Assuring that property rights are protected from the deleterious effects of certain activities is crucial to the development and enhancement of economic activity within the City.

*Maintain public safety*

Separating activity that has the recognized potential to negatively impact public safety from land uses that are sensitive to an deleterious effect of the activity assists in maintain public order, health, and safety.

**Fiscal Impact**

None

**Attachments**

Ordinance 23-O-25

**ORDINANCE 23-O-25** amending the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-25, regarding sexually oriented adult entertainment.

**WHEREAS**, the conduct of sexually oriented adult entertainment in proximity to certain other permitted land uses has deleterious secondary impacts upon public safety, public health, property values, community economic conditions, and the reasonable use and enjoyment of adjacent permit land uses; and

**WHEREAS**, special regulation of sexually oriented adult entertainment is necessary to prevent adverse effects that contribute to the diminishment of property rights, contribute to the blighting or downgrading of surrounding areas, and tend to limit the beneficial use of public facilities for which significant public funds have been expended; and

**WHEREAS**, the City Council believes it is in the best interests of the City to adopt an ordinance that restricts the location at which sexual oriented adult entertainment may be conducted.

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

SECTION 1. Chapter 21, Article I of the Murfreesboro City Code is hereby amended by deleting the existing Section 21-25, currently marked “Reserved,” and in lieu thereof establishing the following new Section 21-25:

**“Section 21-25                      Sexually Oriented Adult Entertainment.**

(A) A person commits an offense if the person engages in sexually oriented adult entertainment on a commercial premises or other public venue to which members of the public are invited or admitted, where such commercial premises or public venue is located within five hundred (500) feet of:

- (1) a church;
- (2) a state-licensed daycare facility;
- (3) public library;
- (4) public or private educational facilities which serve persons aged seventeen (17) or younger, an elementary school, or a high school;
- (5) a funeral parlor/home;
- (6) a public park;
- (7) the property line of a lot devoted to residential use;
- (8) a residentially zoned district as defined in Appendix A - Zoning of Murfreesboro City Code; or,



- (9) a business licensed or permitted to sell beer or intoxicating liquors as defined in Chapter 4, Murfreesboro City Code.
- (B) For purposes of this section, sexually oriented adult entertainment means any exhibition of an adult-oriented motion picture or live performance that: (a) is erotic in nature and exhibited with the intent to sexually arouse or stimulate a person; and (b) involves the actual or simulated performance of specified sexual activities or has as its predominant focus or is predominately characterized by the exhibition and viewing of specified anatomical areas. In addition, the terms “specified sexual activities” and “specified anatomical areas” shall have the meaning ascribed to them in Section 32, Appendix A – Zoning, Murfreesboro City Code. Notwithstanding the foregoing, a motion picture or live performance does not constitute sexually oriented adult entertainment where the motion picture or live performance, when taken as a whole, expresses matters of serious literary, artistic, scientific, or political value. Furthermore, a motion picture will not be deemed a sexually oriented adult entertainment by virtue of it having received an R or NC-17 rating from the Motion Picture Association of America or a TV-MA rating under the Television Parental Guidelines.
- (C) Measurements required under subsection (A) shall be made in a straight line, without regard to intervening structures or objects, from the nearest lot line on which is located a building or structure used as a part of the premises where a sexually oriented adult entertainment is conducted, to the nearest property line of:
- (1) a church;
  - (2) a state-licensed daycare facility;
  - (3) public library;
  - (4) public or private educational facilities which serve persons aged seventeen (17) or younger, an elementary school, or a high school;
  - (5) a funeral parlor/home;
  - (6) a public park;
  - (7) the property line of a lot devoted to residential use;
  - (8) a residentially zoned district as defined in Appendix A - Zoning of Murfreesboro City Code; or,
  - (9) a business licensed or permitted to sell beer or intoxicating liquors as defined in Chapter 4, Murfreesboro City Code.
- (D) Any person violating this section shall commit an offense against the City, and upon conviction shall be punished as provided in Code § 1-8.”

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

Passed:

\_\_\_\_\_

Shane McFarland, Mayor

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

---

**Item Title:** FY24 Budget Amendment  
[Second Reading]  
**Department:** Administration  
**Presented by:** Erin Tucker, Budget Director  
**Requested Council Action:**

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

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## Summary

Amendment to the City's FY24 Budget Ordinance

## Staff Recommendation

Approve Ordinance 23-O-24, amending the City's budget on second and final reading.

## Background Information

The State of Tennessee announced a grant for School Resource Officers (SRO) after the FY24 Budget was approved. This grant is anticipated to provide \$75,000 to the City per school, totaling \$975,000.

At the July 20, 2023, City Council meeting, Council increased the proposed Public Safety pay increase from 2.5% to 5%. The fiscal impacts are reflected below:

### Fire Rescue

The Fire Rescue Department's payroll increases result in a recommended increase of approximately \$980,300.

### Police

The Police Department's payroll increases result in a recommended increase of approximately \$1,493,000.

## Council Priorities Served

### *Responsible Budgeting*

The budget amendments reflect the City's increased revenues and expenses.

## Fiscal Impact

The amendment to the City's FY24 budget results in a decrease in ending Fund Balance of \$1,498,300.

## Attachments

FY24 City Budget Ordinance 23-O-24 and Exhibit A

**ORDINANCE 23-O-24** amending the Fiscal Year 2024 (hereafter “FY2024”) Budget (1<sup>st</sup> Amendment).

**WHEREAS**, the City Council adopted the FY2024 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 23-O-18, on June 8, 2023 to implement the FY2024 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the FY2024 Budget adopted by this Ordinance to incorporate expenditure decisions made during the 2023-2024 fiscal year.

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

SECTION 1. The FY2024 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. 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*  
\_\_\_\_\_  
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Adam F. Tucker  
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
	<u>Unassigned</u>			
	State of TN SRO Grant		\$ 975,000.00	\$ 975,000.00
				<u>\$ 975,000.00</u>
 <u>Expenditures</u>				
	<u>Unassigned</u>			
	Fire Rescue Salaries	\$ 16,283,244.00	\$ 17,090,660.00	\$ 807,416.00
	Fire Rescue Social Security & Medicare	\$ 1,397,304.00	\$ 1,457,287.00	\$ 59,983.00
	Fire Rescue Pension	\$ 1,586,552.00	\$ 1,665,880.00	\$ 79,328.00
	Fire Rescue Defined Contribution	\$ 582,382.00	\$ 611,406.00	\$ 29,024.00
	Fire Rescue LTD	\$ 92,604.00	\$ 97,234.00	\$ 4,630.00
	Police Salaries	\$ 25,226,575.00	\$ 26,463,220.00	\$ 1,236,645.00
	Police Social Security & Medicare	\$ 2,066,793.00	\$ 2,164,927.00	\$ 98,134.00
	Police Pension	\$ 1,879,163.00	\$ 1,972,660.00	\$ 93,497.00
	Police Defined Contribution	\$ 1,013,897.00	\$ 1,071,629.00	\$ 57,732.00
	Police LTD	\$ 136,896.00	\$ 143,741.00	\$ 6,845.00
				<u>\$ 2,473,234.00</u>
CHANGE IN UNASSIGNED FUND BALANCE		\$ 555,926.00	\$ (942,308.00)	\$ (1,498,234.00)
TOTAL ENDING FUND BALANCE (ESTIMATED)		\$ 158,709,364.00	\$ 157,211,130.00	\$ (1,498,234.00)

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

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**Item Title:** Sewer Allocation Variance- River Rock Boulevard – Commercial Development

**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 one sfu for the proposed commercial center.

**Background Information**

The Planning Department has conducted a pre-application meeting for a site plan for a new multi-tenant commercial center to be located at the intersection of River Rock Boulevard and the new Beasie Road connector street, which is currently under construction. For additional context, this property also houses the former Racquet Club building. The property is currently zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu’s/acre. The lot in question is 3.2 acres in size and thus is allowed only eight sfu’s. The anticipated usage is approximately nine sfu’s; therefore, the development of the commercial center will use more than the ordinance allows by approximately one sfu. 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 commercial services convenient to the large number of existing rooftops in the vicinity.

**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

July 17, 2023

Mr. Greg McKnight, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
Email: [gregmcknight@murfreesborotn.gov](mailto:gregmcknight@murfreesborotn.gov)

Re: Emergency Restoration Services  
Racquet Club Subdivision Lot 1 (Phase I)  
Sewer Allocation Variance Request  
Murfreesboro, TN

Dear Mr. McKnight:

The property we are requesting a variance on is Racquet Club Subdivision, Lot 1 on River Rock Boulevard. Phase I of this development is proposed to have two retail buildings totaling 12,800 SF and being added to the existing 31,000 SF building being used for office, storage, and sports training. This property is zoned Commercial Highway (CH). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gpd/acre. For the 3.2 acres in Phase I, this would result in 2080 gpd. It has been estimated that the proposed retail would require 2290 gpd. Adding this 2290 gpd to the existing 73 gpd being utilized by the existing building results in 2363 gpd. This is an additional 283 gpd over the 2080 gpd, or an additional 1 s.f.u. per acre.

We appreciate the opportunity to submit this variance request and hope to continue with this development to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



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

Cc: Marina Rush  
Matthew Blomeley  
Valerie H. Smith



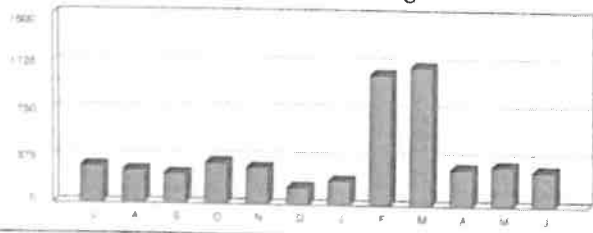


balance and access to important information.

Service Period	Customer-Account Number	Customer Name	Service Address
05/18/23 to 06/19/23	000125328-00013292	DILL CONTRACTING & PROPERTIES, INC.	605 RIVER ROCK BLVD

Service Description	Meter & Reading	Consumption	Amount
Previous Balance			\$213.66
Payment Cashier			(213.66)
<b>Balance Forward</b>			<b>\$0.00</b>
Water Basic Charge			\$21.54
Water Usage	Meter # 16760102 (94161 - 96268)	2087 gals (279 Cubic Feet)	\$7.64
Private Fire Protection			\$8.33
Sewer Basic Charge			\$27.98
Sewer Usage			\$11.83
Solid Waste			\$60.00
Stormwater Fee			\$58.50
<small>This fee has been mandated by congress</small>			
Sales Tax			\$2.85
<b>Current Charges</b>			<b>\$198.67</b>
<b>Total Amount Due</b>			<b>\$198.67</b>

Past 12 Months Usage



**Important Information Message Center**

To receive a copy of the MWRD Annual Water Quality Report: go to [www.murfreesborotn.gov/awqr](http://www.murfreesborotn.gov/awqr), or call 615-848-3209, or check the box on the coupon below. Help us **Stuff the bus** for students in need. Go to Facebook for details.



Murfreesboro Water Resources Dept  
 300 N W. Broad Street  
 Murfreesboro, TN 37130



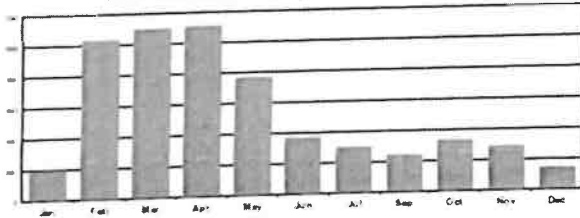
Customer Service/Billing:  
 Call (615) 848-3209

Visit [www.murfreesborotn.gov/mwrdd](http://www.murfreesborotn.gov/mwrdd) for  
 departments, water and sewer account

Service Period	Customer Account Number	Customer Name	Service Address
04/18/2023 to 05/18/2023	000125328-00013292	DILL CONTRACTING & PROPERTIES	605 RIVER ROCK BLVD
Description	Meter & Reading	Consumption	Amount
Amount from Previous Bill			\$114.65
Payments			\$(114.65)
Sewer Adjustment			\$12.38
<b>Balance Forward</b>			<b>\$12.38</b>
Water Basic Charge			\$21.54
Water Usage	Meter # 16760102 (91824-94181)	2356 gals (315cu ft)	\$8.63
Sewer Basic Charge			\$27.98
Sewer Usage			\$13.36
Private Fire Protection			\$8.33
Storm Water Fee <i>This fee has been mandated by Congress</i>			\$58.50
Solid Waste			\$60.00
Tax			\$2.94
<b>Current Charges</b>			<b>\$201.28</b>
<b>Total Amount Due</b>			<b>\$213.66</b>

continued on next page

Your Monthly Usage per Cubic Feet



Important Information Message Center

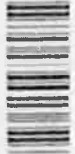
To receive a copy of the MWRD Annual Water Quality Report:  
 go to [www.murfreesborotn.gov/awqr](http://www.murfreesborotn.gov/awqr), or call 615-848-3209, or  
 check the box on the coupon below. Requested copies will  
 be mailed after June 1st.



Murfreesboro Water Resources Dept  
 300 N.W. Broad Street  
 Murfreesboro, TN 37130



Customer Service/Billing:  
 Monday - Friday 8:00 AM - 4:30 PM  
 Call (615) 848-3209

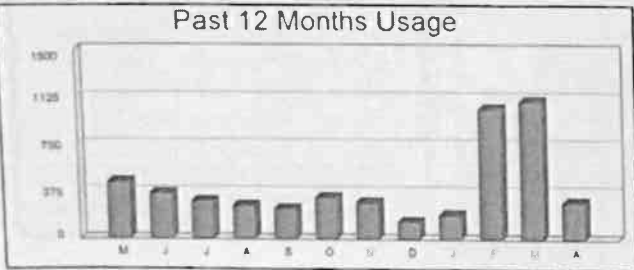


Visit [www.murfreesborotn.gov/mwrtd](http://www.murfreesborotn.gov/mwrtd) for departments, water and sewer account balance and access to important information.

Service Period	Customer-Account Number	Customer Name	Service Address
03/19/23 to 04/18/23	000125328-00013292	DILL CONTRACTING & PROPERTIES, INC	605 RIVER ROCK BLVD

Service Description	Meter & Reading	Consumption	Amount
Previous Balance			\$257.66
Payment Cashier			(\$257.66)
Adjustment - Leak			(\$72.58)
<b>Balance Forward</b>			<b>(\$72.58)</b>
Water Basic Charge			\$21.54
Water Usage	Meter # 16760102 (89640 - 91824)	2184 gals (292 Cubic Feet)	\$8.00
Private Fire Protection			\$8.33
Sewer Basic Charge			\$27.98
Solid Waste			\$60.00
Stormwater Fee <small>This fee has been mandated by congress</small>			\$58.50
Sales Tax			\$2.88
<b>Current Charges</b>			<b>\$187.23</b>
<b>Total Amount Due</b>			<b>\$114.65</b>

Past 12 Months Usage



Important Information Message Center

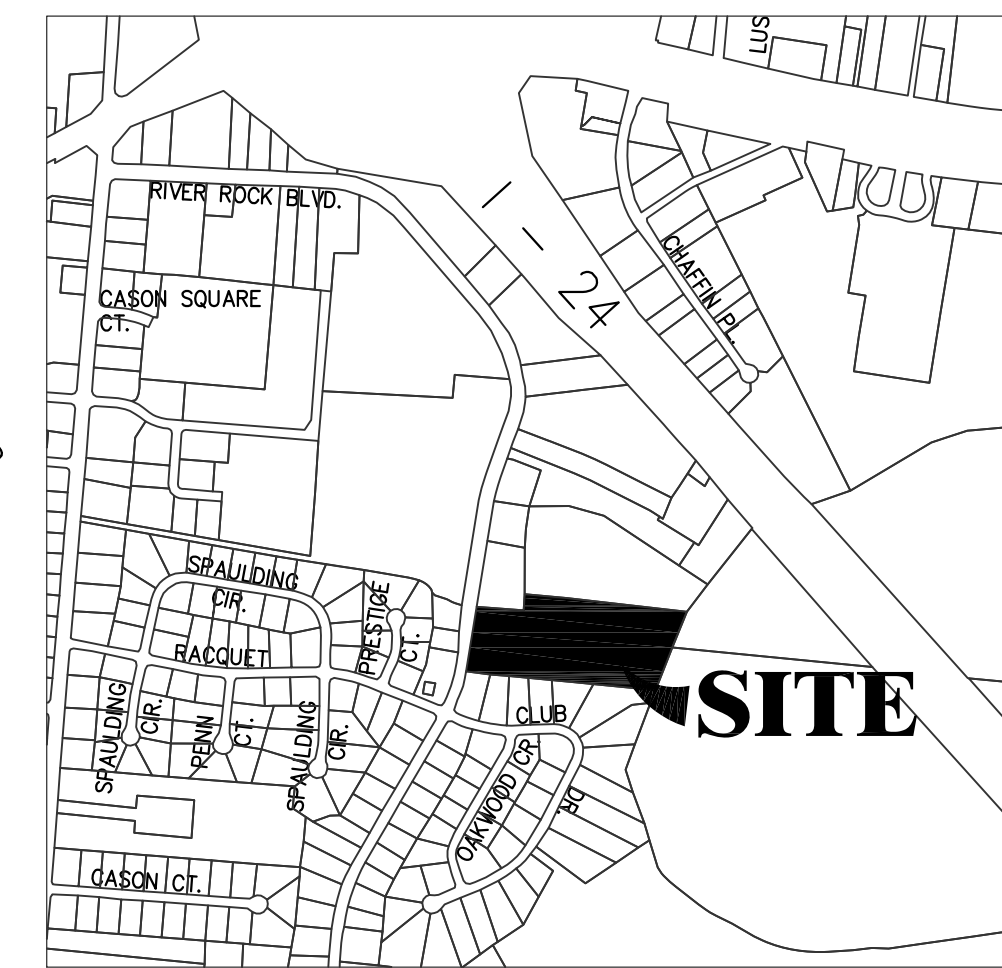
The Summer Sewer Credit begins with your April reading, the credit will be noted on your bill. Also, make a difference in the lives of children living in poverty. Donate to Red Nose Day, through May 24!

814 0001766 0903643 19/0001

# COMMUNITY COLLECTOR RIVER ROCK BOULEVARD

COTTAGES AT RIVER ROCK  
PB: 34 PAGE: 56  
ZONED: PRD

**PHASE I** ←  
**PHASE II**  
(EXCEPT FOR STORMWATER  
TO AND INCLUDING  
RETENTION POND)



LOCATION MAP  
N.T.S.

**SITE DATA**

EXISTING BUILDING: 31,400 S.F.±  
USE: 4,268 S.F.± OFFICE, 3,009 S.F.± STORAGE FOR OFFICE AND 10,745 S.F.± NEIGHBORHOOD SHOPPING CENTER.

USE: OFFICE 4,268 S.F.±  
PARKING REQUIRED: 4,268 S.F.± 1 SPACE PER 300 S.F. = 14 SPACES

USE: STORAGE 3,009 S.F.±  
PARKING REQUIRED: 3,009 S.F.± 1SPACE PER 1,000 S.F. ± = 3 SPACES

USE: NEIGHBORHOOD SHOPPING CENTER 10,745 S.F.±  
PARKING REQUIRED: 10,745 S.F.± 1 SPACE PER 250 S.F.± = 43 SPACES

USE: RETAIL  
2 BUILDINGS: 12,800 S.F. ±  
PARKING REQUIRED: 1 SPACE PER 225 S.F.= 57 SPACES

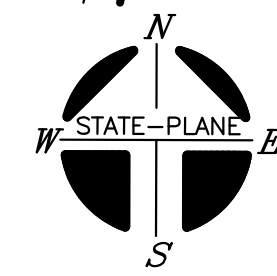
TOTAL PARKING REQUIRED: 117 SPACES  
TOTAL PARKING PROVIDED: 117 SPACES + 6 H.C. SPACES  
(NO OUTDOOR STORAGE)

**EXISTING BUILDING**  
31,000 S.F.  
48 SPACES REQUIRED

RESERVED FOR  
FUTURE  
DEVELOPMENT

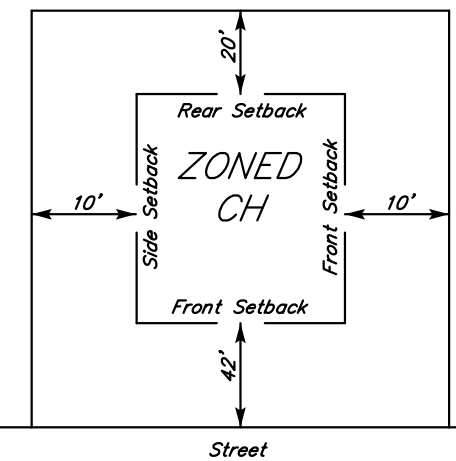
NOTE: CITY IS RECORDING ROW

COUNTRYSIDE SUBDIVISION  
SECTION I, LOT 17  
PB: 5 PAGE: 111  
ZONED: RS-15

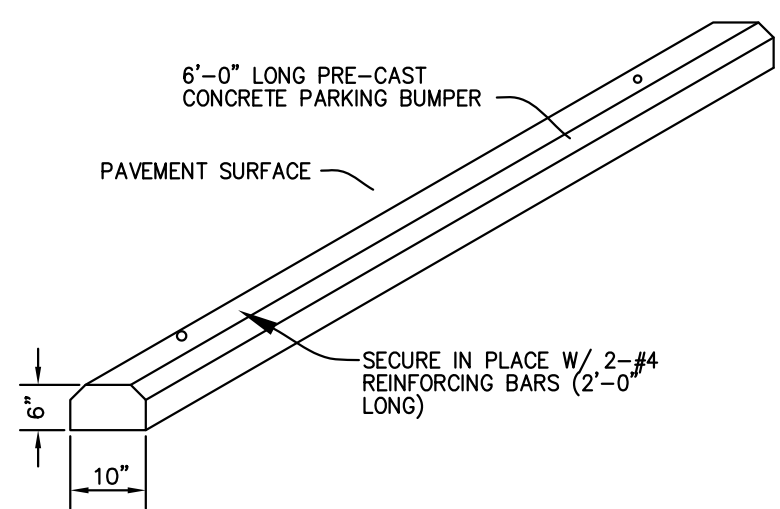


8.10± ACRES

ZONING: CH  
FRONT SETBACK: 42'  
SIDE SETBACK: 10'  
REAR SETBACK: 20'



TYPICAL BUILDING SETBACK DETAIL  
N.T.S.



CONCRETE WHEEL STOP  
DETAIL  
SCALE: NOT TO SCALE

**LEGEND**

- ⊗ Power Pole
- ⊕ Existing Fire Hydrant
- ⊕ Proposed Fire Hydrant
- △ Reducer
- ⊕ Proposed Gate Valve & Box
- ⊕ Concrete Thrust Block
- W— Existing Water Line
- W— Proposed Water Line
- S— Existing Sanitary Sewer Line
- S— Proposed Sanitary Sewer Line
- Existing Manhole
- Proposed Manhole
- CD— Sewer Line Check Dam
- 00— Existing Contours
- 00— Proposed Contours
- 00.0 Existing Spot Elevations
- 00.0 Proposed Spot Elevations
- SF— Siltation Fence  
(to be installed before grading and left in place until a good stand of grass is established over all disturbed areas.)
- Turf Reinforcement Mat
- E—T— Existing Telephone & Electric Line
- UGE— Existing Underground Electric Line
- CMP— Corrugated Metal Pipe
- RCP— Reinforced Concrete Pipe

**LEGEND**

- IPS ○ IRON PIN SET (1/2" REBAR WITH STAMPED H-S ENGR)
- IPF ○ IRON PIN FOUND
- ⊗ POWER POLE
- △ NAIL
- FENCE
- W— EXISTING WATER LINE
- E— EXISTING ELECTRIC LINE
- T— EXISTING TELEPHONE LINE

THE SURVEY IS A TOPOGRAPHIC SURVEY FOR INFORMATION ONLY AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-.07.

**FOR REVIEW ONLY**

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

#	DATE
1	
2	
3	
4	
5	

**SITE PLAN**  
**EMERGENCY RESTORATION SERVICES**  
**RACQUET CLUB**  
**SUBDIVISION LOT 1**

MURFREESBORO, RUTHERFORD CO. TENNESSEE  
13th CIVIL DISTRICT ~ RUTHERFORD COUNTY ~ TN.  
DATE: JULY, 2023 Scale: 1"=40' Sheet 4 of 7



*... creating a better quality of life*

# *MEMORANDUM*

DATE: July 20, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Racquet Club Subdivision Lot 1 (Phase 1)  
Sewer Allocation Ordinance (SAO)  
Variance Request

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## **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, this Basin MF11A currently has capacity for 4759 connections. By committing sewer service to this development, Staff is determining that basin 11A's sewer connection capacity will be reduced by one connection, resulting in 4758 available connections for future developments. Currently, staff have determined there is capacity downstream of the site. Please note that while each building is counted as 1 sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 9 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 Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 3.2 acres, the property is allowed 8 sfu's. Therefore, the development is requesting a variance of 1 sfu.

Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

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**Item Title:** FY19, 21, and 22 CIP Funds Reallocated for the Butler Drive Realignment Project

**Department:** Engineering

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

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Reallocate FY19, 21, and 22 proceeds to the Butler Drive Realignment Project.

**Staff Recommendation**

Approve the reallocation of funds to the Butler Drive project utilizing existing bond and loan proceeds.

**Background Information**

In March 2023, Council approved the design contract for the realignment of Butler Drive. This design realigns Butler Dr. to the west and ties it into Joe B Jackson Parkway approximately 600 feet west of the current intersection. This design is a three-lane curb and gutter section with a sidewalk on each side, as outlined as a committed project in the 2040 Major Transportation Plan.

The design has been completed and the project is beginning the right-of-way acquisition and construction phases. Staff is requesting these additional funds to cover the costs of these remaining phases. The additional funds, \$7,273,920, are reallocated from FY19, FY21, and FY22 CIP projects that are completed or deferred. The remaining amount composing the project budget of \$11m funded by the FY21 CIP.

**Council Priorities Served**

*Expand Infrastructure*

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

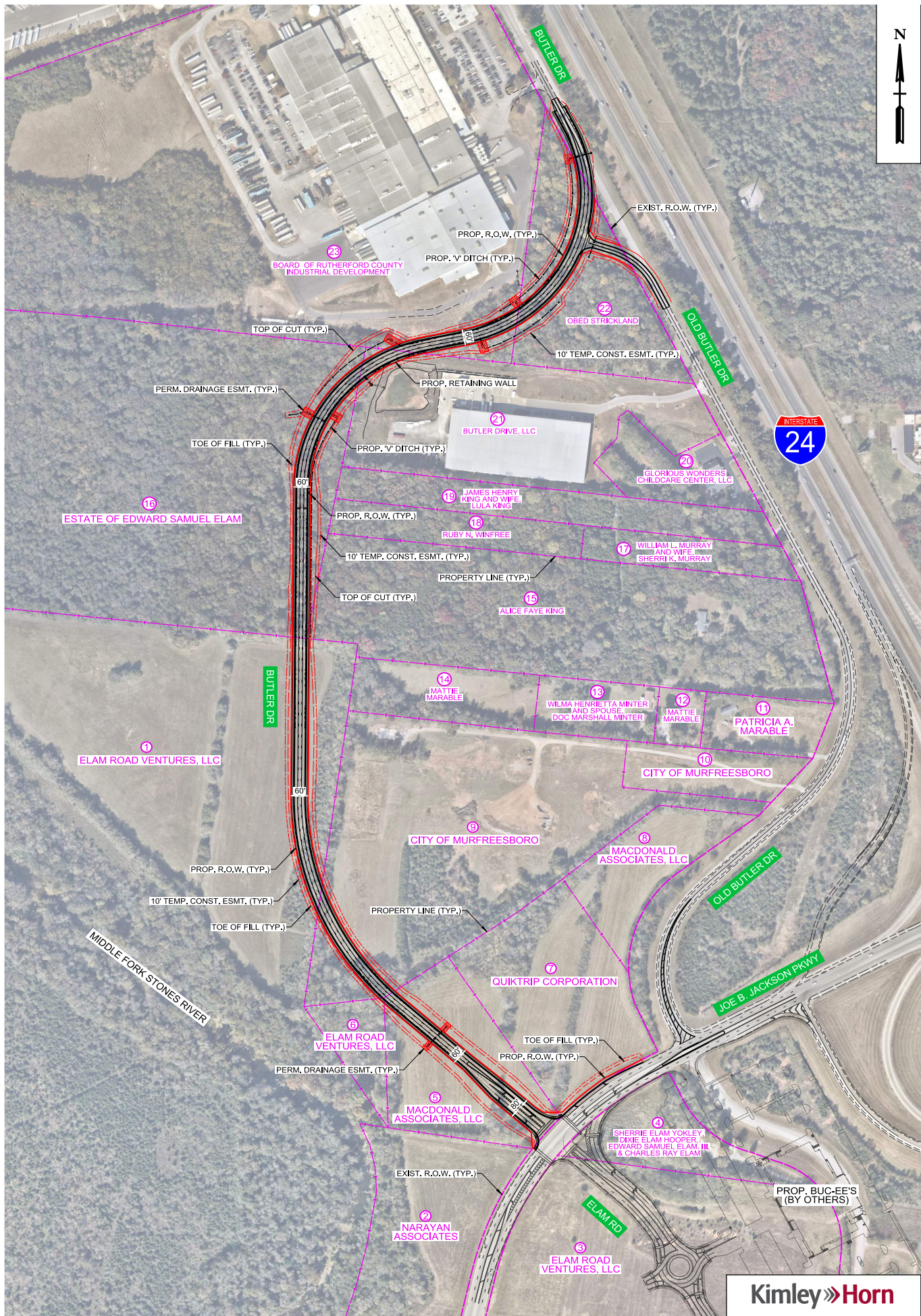
**Fiscal Impact**

The estimated cost this project is \$11,000,000, which is funded by FY19-FY22 CIP.

**Attachments**

1. CIP Transfer Form.
2. Roadway Exhibit of Proposed Realignment.





**BUTLER DRIVE REALIGNMENT  
PRELIMINARY DESIGN MAP**  
MURFREESBORO, TN 11/08/2022

**Kimley»Horn**

0' 150' 300' 450'



# COUNCIL COMMUNICATION

Meeting Date: 08/03/2023

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Jennifer Brown, City Recorder

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

**Summary**

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

**Staff Recommendation**

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

**Regular Beer Permits**

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Murfreesboro Park & Rec. Adams Tennis Complex	Adams Tennis Complex	925 Golf Lane	On-premises	Tennis Facility	New Location
San Marco Supermercado LLC	San Marcos Supermercado	1156 East Main St.	Combined	Market/Restaurant	Permit Type Change
Fire Korean BBQ, LLC	Fire Korean BBA & Bar	109 N. Maple St.	On-premises	Restaurant	Ownership & Name Change

**Background Information**

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

**Council Priorities Served**

*Maintain public safety*

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

**Attachments**

Summaries of Request



## Beer Application

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	San Marcos Supermercado, LLC
<b>Name of Business</b>	San Marcos Supermercado
<b>Business Location</b>	1156 East Main St
<b>Type of Business</b>	Market/Restaurant
<b>Type of Permit Applied For</b>	Combined

Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	_____
<b>Name Change</b>	_____
<b>Permit Type Change</b>	_____ X _____

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

5% or more Ownership

<b>Name</b>	Macky Lattanavong
<b>Age</b>	23
<b>Residency City/State</b>	Murfreesboro/TN
<b>Race/Sex</b>	Asian/F
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**Application Completed Properly?** Yes

**Occupancy Application Approved?** No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Beer Application

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	Fire Korean BBQ, LLC
<b>Name of Business</b>	Fire Korean BBQ & Bar
<b>Business Location</b>	109 N. Maple St.
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-premises

### Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	_____ X _____
<b>Name Change</b>	_____ X _____
<b>Permit Type Change</b>	_____
<b>Corporation</b>	_____
<b>Partnership</b>	_____
<b>LLC</b>	_____ X _____
<b>Sole Proprietor</b>	_____

### 5% or more Ownership

<b>Name</b>	Nicholas Ray Carulla
<b>Age</b>	33
<b>Residency City/State</b>	Nashville/TN
<b>Race/Sex</b>	White/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	David Carulla
<b>Age</b>	33
<b>Residency City/State</b>	Manchester/TN
<b>Race/Sex</b>	White/F
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**Application Completed Properly?** Yes

**Occupancy Application Approved?** No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

**No Items.**

