

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
September 21, 2023

PRAYER

Vice Mayor Bill Shacklett

PLEDGE OF ALLEGIANCE

Public Comment on Actionable Agenda Items

Consent Agenda

1. Final Change Order for Ceiling Renovations at Mitchell-Neilson Elementary School (Facilities)
2. HVAC Inspection and Maintenance Contract-Amendment 1 (Facilities)
3. Wine Sales Certificate of Compliance - Circle K #4703919 (Finance)
4. Mandatory Referral for Abandonment of a Portion of a Sanitary Sewer Easement along Joe B Jackson Parkway (Planning)
5. Asphalt and Concrete Purchase Report for Street Department (Street)
6. Purchase of Rock Salt for Street Department (Street)
7. Mandatory Referral for Dedication of Electric Easement along Bridge Avenue (Planning)
8. Mandatory Referral for Dedication of Electric Easement along Veterans Parkway (Planning)

Old Business

Land Use Matters

9. Ordinance 23-OZ-27 Rezoning property west of Memorial Boulevard (2nd and final reading) (Planning)
10. Ordinance 22-OZ-22 Zoning for property along Emery Road (2nd and final reading) (Planning)

New Business

Resolution

11. Resolution 23-R-26 Schools Budget Amendment #2 (Schools)

On Motion

12. Submission of Application of the Federal Contract Tower Program (Airport)
13. Taxiway A and Apron Pavement Rehabilitation Grant (Airport)
14. Cooling Tower Replacements at Black Fox and Erma Siegel Elementary Schools and Cason Lane Academy (Facilities)
15. Professional Services Contract Amendment (Information Technology)
16. Timekeeping Software Renewal (Information Technology)
17. Scheduling Public Hearing for Rezoning Along Medical Center Pkwy (Planning)

18. Planning Commission Recommendations (Planning)

Board & Commission Appointments

19. Disciplinary Review Board (Administration)

Licensing

20. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Final Change Order for Ceiling Renovations at Mitchell-Neilson Elementary School

Department: Facilities

Presented by: Brad Hennessee – Facilities 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

Final Change Order to reflect actual work performed and the final contract amount.

Staff Recommendation

Approve the final change order with Romach, Incorporated.

Background Information

The Mitchell-Neilson Ceiling Renovation project replaced the suspended acoustical tile ceilings in the classrooms and hallways of the northeast and mid-south portions of the building.

Romach contract was originally for \$502,000. During construction, it was determined that a structural alteration was needed, and the project required fewer quantities on an allowance and higher quantities on another allowance than originally specified. A detailed list of the amounts is included in the Final Change Order. Current project costs are \$525,462.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The change order, a net increase of \$23,462, is funded by shared proceeds from County facility bonds.

Attachments

Mitchell-Neilson Elementary Ceiling Renovations Final Summary Change Order

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



CHANGE ORDER NO. 2

PROJECT: Ceiling Renovations at
Mitchell-Neilson Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 2

DATE: August 21, 2023

CONTRACTOR: Romach, Inc.
170 Reynolds Drive
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 2221

CONTRACT FOR: Renovations

CONTRACT DATED: April 21, 2023

You are hereby directed to make the following changes in this Contract

ITEM 1: Specification Section 01 21 13 - Cash Allowances provides a sum of \$40,000.00 for renovation of existing electrical work uncovered after demolition that is not in compliance with applicable electrical codes. Actual cost is \$24,908.67. Difference is \$40,000.00 - \$24,908.67 = \$15,091.33. See Attachment A.

DEDUCT:\$15,091.33

ITEM 2: Specification Section 01 21 29 - Quantity Allowances provides a quantity of 1,400 linear feet for abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation. Actual quantity is 2,246 linear feet. Difference is 2,246 - 1,400 = 846 linear feet. The unit cost noted on AIA Document A101 - Standard Form of Agreement Between Owner and Contractor dated April 21, 2023, is \$34.20/ linear foot. Sum for additional work is 846 LF X \$34.20/LF = \$28,933.20. See Attachments B, C and D.

ADD:\$28,933.20

TOTAL:.....\$13,841.87

ATTACHMENTS:

- Attachment A: Boss Electric Cost Itemization dated July 28, 2023 (3 pages)
- Attachment B: Romach, Inc. Cost Itemization Form dated August 18, 2023 (1 page)
- Attachment C: AIA Document A101 - Standard Form of Agreement Between Owner and Contractor dated April 21, 2023, page 3 (1 page)
- Attachment D: KAM Environmental Services Record of Daily Activities dated June 5 thru 8, and August 6 thru 7 (8 pages)

Change Order No. 2
Ceiling Renovations at
Mitchell-Neilson Elementary School
August 21, 2023
Page 2

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.


The original Contract Sum was	\$502,000.00
Net change by previously authorized Change Orders	\$9,620.57
The Contract Sum prior to this Change Order was	\$511,620.57
The Contract Sum will be increased by this Change Order	\$13,841.87
The new Contract Sum including this Change Order will be	\$525,462.44
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 30, 2023

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

ROMACH, INC.
CONTRACTOR

CITY OF MURFREESBORO
OWNER

BY 
R. Lyle Lynch, Architect

BY 
Nathan Morgan, Vice President

BY _____
Shane McFarland, Mayor

DATE August 21, 2023

DATE August 21, 2023

DATE _____



BOSS ELECTRIC LLC

CE License #78097
223 Town Center Parkway #729
Spring Hill, TN 37174
Cell: 629-259-0947
Direct: 615-549-5871

Ceiling Renovations at
Mitchell-Neilson
Elementary School
Change Order No. 2
Attachment A
Page 1 of 3

Change Order #1

Date: 7/28/2023
Customer: Romach General Contractors
Attn: Nathan Morgan

Project Name: **Mitchell-Neilson**
Job # **GC#23-05**
Address: 711 W Clark Blvd.
Murfreesboro, TN 37129

Requested By: Anthony Kroll

Addition to contract: Yes
Deletion from contract: No

Description:

It is the intent to provide a full and complete system including all necessary materials, labor, equipment and other appurtenances required to provide:

All listed items below were directed from the city electrical inspector.

Bring existing conditions in work area not in scope up to code

Demo unused conduits.

Demo romex wire and replace / refeed with MC cable

Support electrical boxes, install covers, KO seals

Demo unused lighting tied to roof trusses

Replaced crimped / kinked conduit

Demo exposed wire not in conduit

Replace outlets not to code and falling off wall with new tamper proof outlets

What caused this work: Existing conditions not in contract required to be brought up to code.

Work conditions: Clear

When is the work to be performed: Performed 6/13 - 7/21

Estimated total labor cost:	\$19,890.50	Adders	
Estimated Total Material Cost:	\$5,018.17	Option #2 \$	-
Estimated Total Equipment / Other:	\$0.00	Option #3 \$	-
Total Change to Contract:	\$24,908.67	New total:	<hr/>

Estimated Effect on the Project Schedule: DAYS 27.94

BOSS ELECTRIC LLC

Labor and Material Change Order Request #1

Date	7/28/2023	Job #	GC#23-05		
Job Name	Mitchell-Neilson	Foreman	Brandis Dew		
Address	711 W Clark Blvd	Requested by	Anthony Kroll		
City	Murfreesboro			Page	of
Labor					
Date	Employee	Work days	Labor Hours	Rate	Cost
6/13	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/13	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
6/15	Brandis Dew	0.56	4.50	\$ 94.50	\$ 425.25
6/15	Nathan Fite	0.56	4.50	\$ 85.00	\$ 382.50
6/16	Brandis Dew	0.25	2.00	\$ 94.50	\$ 189.00
6/16	Nathan Fite	0.25	2.00	\$ 85.00	\$ 170.00
6/19	Brandis Dew	0.50	4.00	\$ 94.50	\$ 378.00
6/19	Nathan Fite	0.50	4.00	\$ 85.00	\$ 340.00
6/20	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/20	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
6/21	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/21	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
6/28	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/28	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
6/29	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/29	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
6/30	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
6/30	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
7/17	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
7/17	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
7/17	Lucas Crammer	1.00	8.00	\$ 85.00	\$ 680.00
7/18	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
7/18	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
7/18	Lucas Crammer	1.00	8.00	\$ 85.00	\$ 680.00
7/19	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
7/19	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
7/19	Lucas Crammer	1.00	8.00	\$ 85.00	\$ 680.00
7/20	Nathan Fite	1.00	8.00	\$ 85.00	\$ 680.00
7/20	Brandis Dew	1.00	8.00	\$ 94.50	\$ 756.00
7/20	Lucas Crammer	1.00	8.00	\$ 85.00	\$ 680.00
7/21	Nathan Fite	0.44	3.50	\$ 85.00	\$ 297.50
7/21	Brandis Dew	0.44	3.50	\$ 94.50	\$ 330.75
7/21	Lucas Crammer	0.44	3.50	\$ 85.00	\$ 297.50
	Total Work Days	27.94	Total Labor Cost		\$ 19,890.50

Ceiling Renovations at
 Mitchell-Neilson
 Elementary School
 Change Order No. 2
 Attachment A
 Page 2 of 3

Material				
Description	Qty	Per E/C/M	Unit Cost	Cost
1/2" EMT	0.50	C	\$ 155.00	\$ 77.50
1/2" SS Connector	10.00	E	\$ 5.25	\$ 52.50
1/2" SS Coupling	5.00	E	\$ 4.35	\$ 21.75
1/2" 1-hole strap	25.00	E	\$ 3.85	\$ 96.25
Caddy K8 clip	50.00	E	\$ 3.85	\$ 192.50
3/4" 1-hole strap	25.00	E	\$ 4.85	\$ 121.25
Caddy K12 clip	45.00	E	\$ 4.85	\$ 218.25
4S blank cover	28.00	E	\$ 5.25	\$ 147.00
Octagonal blank cover	15.00	E	\$ 2.61	\$ 39.15
T-bar bracket	12.00	E	\$ 18.75	\$ 225.00
12/2 MC	0.50	M	\$ 1,008.00	\$ 504.00
BX connector	18.00	E	\$ 5.19	\$ 93.42
BX double connector	12.00	E	\$ 10.85	\$ 130.20
KX clip	50.00	E	\$ 2.96	\$ 148.00
BX 1-hole strap	20.00	E	\$ 0.85	\$ 17.00
15 amp duplex outlet TR	2.00	E	\$ 6.33	\$ 12.66
1/G plastic cover	2.00	E	\$ 0.93	\$ 1.86
7/8" slotted gal strut	0.30	C	\$ 469.11	\$ 140.73
1/4" althread	0.50	C	\$ 133.83	\$ 66.92
1/4" - 3/8" hex nut	20.00	E	\$ 0.25	\$ 5.00
1/4" - 3/8" fender washer	20.00	E	\$ 0.25	\$ 5.00
8" tie-wraps	3.00	C	\$ 23.33	\$ 69.99
6' #12 ceiling wire w/ clip & pin	150.00	E	\$ 3.85	\$ 577.50
#18 gauge ceiling wire	15.00	C	\$ 67.50	\$ 1,012.50
Safety Gear and Supplies				\$ 47.72
Warranty cost				\$ 994.53
			Total Material Cost	\$ 5,018.17
			Total Labor Cost	\$ 19,890.50
				\$ 24,908.67

Ceiling Renovations at
Mitchell-Neilson
Elementary School
Change Order No. 2
Attachment A
Page 3 of 3

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Five Hundred Two Thousand Dollars (\$ 502,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
For or abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes three inches or less in diameter.	1,400 Linear Feet

Ceiling Renovations at Mitchell-Neilson Elementary School
Change Order No. 2
Attachment C
Page 1 of 1

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
For abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes three inches or less in diameter.	Linear Feet	\$34.20

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$500.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

§ 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor’s delays. This provision for liquidated damages for delay shall in no manner affect the Owner’s right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

ENV 23-048

Project Name: Mitchell Neilson Elem Project No.

S (M) T W T F S

Client: M'heon City School Date 6.5.23

(Sunny) Cloudy Rainy/Stormy

KAM Representative: Kaye Souten

<32 °F 32-40 50s 60s 70s
(80s) (90s) 100s >100 °F

Arrived: 8:30 am/pm Departed: 3:30 am/pm Page 1 of 1

Crew from Enviraworks on site doing demo work of ceiling tiles + wood spline ceiling grid in Hallway A of the school. Hope to have 1/2 or 2/3 of ceiling + spline grid down. Following the demo of ceiling + wood spline grid they can begin removing plaster slope pipe fittings + air-cell pipe insulation located in the hallway. Once the spline ceiling is down, Enviraworks will then go into the closets of the classrooms in Hallway A + remove pipe insulation in those areas too.

Dallan with Enviraworks is the supervisor on this project. He has 8-10 people here working on the demo.

By 3:30 2/3 of ceiling + grid work has been demoed. They will begin working on pipe insulation tomorrow.

Work area is from the double door at the library/AOL to the end of the A wing Hallway.

Ceiling Renovations at Mitchell-Neilson Elementary School Change Order No. 2 Attachment D Page 1 of 8

Client's Rep:

This report reflects the views of the author only and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services 210 South Main Street, Suite 1-C Shelbyville, TN 37160 Office 615-512-0295

Project Name: *Mitchell Neilson Elem* Project No. *ENV 23-048*

S M **T** W T F S

Client: *Miboro City School* Date: *1/1/23*

Sunny Cloudy Rainy/Stormy

KAM Representative: *Kay Soileau*

<32 °F 32-40 50s 60s 70s
 80s 90s 100s >100 °F

Arrived: *7:50* ~~8:30~~ *8:30* am pm Departed: *3:45-4:00am* pm Page *1* of *1*

Environmentals working remaining demo in the hallway and beginning hallway pipe insulation. KAM has 3 pumps running during pipe insulation removal. 2 in the hallway & 1 outside the containment area. They are using a mechanical lift and glove bags to remove pipe insulation. Pumps are running from ^{10:20} 7:30 AM - 2:30 PM. Crew has removed about 3/3 of the pipe insulation. 1/2 of crew working on pipe insulation + 1/2 still doing demo in classes/classrooms to remove ceiling tiles + spline ceiling + grids.

Ceiling Renovations at Mitchell-Neilson Elementary School Change Order No. 2 Attachment D Page 2 of 8

Client's Rep:

This report reflects the views of the author only and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services
 210 South Main Street, Suite 1-C
 Shelbyville, TN 37160
 Office 615-512-0295

Project Name: *Mitchell Neilson* Project No. *ENV-23-048*

S M T **W** T F S

Client: *Mibou Cidey Schools* Date *6-7-23*

Sunny Cloudy Rainy/Stormy

KAM Representative: *Kanye Saitan*

<32 °F 32-40 50s 60s 70s
80s 90s 100s >100 °F

Arrived: *7:00* ~~10:00~~ **am/pm** Departed: *3:30* am/pm Page *1* of *1*

Erwin weels on site and working on demo of classrooms and then removing remaining pipe insulation in A-Wing. KAM has 3 pumps going in A Wing. Start time 7:30^{AM} 2:30^{PM}. By lunch time pipe insulation in hallway & 1/2 classrooms have been removed. Still more demo going on in classrooms while crew working on the demo. By end of day, crew has completed A Wing removal and are standing on demo on B-Wing & Entry to D-Wing.

Ceiling Renovations at Mitchell-Neilson Elementary School Change Order No. 2 Attachment D Page 3 of 8

Client's Rep:

This report reflects the views of the author only and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services
 210 South Main Street, Suite 1-C
 Shelbyville, TN 37160
 Office 615-512-0295

Mitchell Neilson Elem

ENV. 23-048

Project Name:

Project No.

S M T W T **F** S

Client: Milbourn City Schools Date 7-7-2023

Sunny Cloudy **Rainy/Stormy**

KAM Representative: Kaye Soileau

<32 °F 32-40 50s 60s 70s

80s 90s 100s >100 °F

Arrived: 7:30 **am/pm** Departed: 3:30 **am/pm** Page 1 of 1

Environment on site and finishing pipe insulation ~~the~~ removal. Hope to have all removed by lunch. Cleanup of area + finals can hopefully be run today.

1:00 Crew done w/ pipe insulation + cleaning area.
KAM Run final clearances + TEM from 1:30 - 3:00 pm.
TEM's will be sent out today + should have results on Monday so other trades can begin and/or resume working in this area.

KAM left site @ 3:30 pm.

Ceiling Renovations at Mitchell-Neilson Elementary School
Change Order No. 2
Attachment D
Page 4 of 8

Client's Rep:

This report reflects the views of the author only and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services
210 South Main Street, Suite 1-C
Shelbyville, TN 37160
Office 615-512-0295

Mitchell Neilson Elementary ENV-23-048
Project Name: Project No.

S M T W **T** F S

Client: m'boro City Schools Date 6-8-23

Sunny Cloudy Rainy/Stormy

KAM Representative: Kaye Spilman

<32°F 32-40 50s 60s 70s

80s 90s 100s >100°F

Arrived: 7:00 am/pm Departed: 3:30 am/pm Page 1 of 1

A-Wing is complete of demo & abatement. KAM ran final clearances & TEM samples to allow other trades into the area.

Enviroworks is working on removing the ceiling & spline ceiling grids in B-Hallway from lobby down to cafeteria area.

Dallas of Enviroworks and side supervisor Nathan for General Contractor are working on a plan for B-wing & classroom ceiling removals. Sounds like they are going to do all the demo & then do pipe insulation removal following all demo work. For demo only, KAM does not need to be here to observe. Total pipe insulation removed in A-Wing is 1500 LF

Ceiling Renovations at
Mitchell-Neilson
Elementary School
Change Order No. 2
Attachment D
Page 5 of 8

Client's Rep:

This report reflects the views of the author only and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services
210 South Main Street, Suite 1-C
Shelbyville, TN 37160
Office 615-512-0295

Mitchell Neilson Elementary ENV-23-048
 Project Name: Project No.

S M T W **(T)** F S

Client: M'bars City Schools Date: 7-6-2023
 Sunny Cloudy (Rainy/Stormy)

KAM Representative: Kaye Soileau
 <32 °F 32-40 50s 60s 70s
 80s 90s 100s >100 °F

Arrived: 8:00 (am) pm Departed: 3:00 am/ (pm) Page 1 of 2.

For the last three weeks Enviroworks crew has been removing all of the wooden spline ceiling grid in the Lobby area student restrooms, principals rest room + in the teacher area + classrooms + hallway of Wing B. Once all of these materials have been removed, Enviroworks can begin removing the ACM pipe insulation. According to my calculations below information is the linear footage of pipe insulation removal.

- Lobby Mechanical Room = 70 LF
- A-Wing Hallway from Double doors → 1st set of Double doors in B Wing = 155 LF
- B-Wing 1st double door to D-Wing Hallway = 104
- D-Wing Hallway corner to Restrooms = 90
- Classroom 123 in B-Wing to Cafeteria Double Doors = 327
- * Total = 746 linear feet.

KAM had four pumps running within this containment

Client's Rep: area. Pumps ran from 8:35 to 2:30. 1/2 of pipe insulation

This report reflects the views of the author only and is subject to revision after review.

Ceiling Renovations at Mitchell-Neilson Elementary School Change Order No. 2 Attachment D

RECORD OF DAILY ACTIVITIES

K
 KAM Enviro
 210 South Main
 Shelby
 Office 615-512-0295

Mitchell Neilson Elem
Project Name:

ENV-23-048
Project No.

S M T W T F S

Client: Milton City Schools Date 7-6-2023

Sunny Cloudy Rainy/Stormy

KAM Representative: Kaye Soileau

<32 °F 32-40 50s 60s 70s
80s 90s 100s >100 °F

Arrived: 8:00 am/pm 3:30 Departed: 3:30 am/pm Page 2 of 2

was removed today. The remaining amount will be removed tomorrow. Hopefully KAM can run the final TEM samples tomorrow afternoon.

KAM left site @ 3:30 pm

Ceiling Renovations at
Mitchell-Neilson
Elementary School
Change Order No. 2
Attachment D
Page 7 of 8

Client's
Rep:

This report reflects the views of the author only
and is subject to revision after review.

RECORD OF DAILY ACTIVITIES

KAM

KAM Environmental Services
210 South Main Street, Suite 1-C
Shelbyville, TN 37160
Office 615-512-0295

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: HVAC Inspection and Maintenance Contract – Amendment 1

Department: Facilities

Presented by: Brad Hennessee – Facilities Manager

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

First Amendment to the Contract with Lee Company for HVAC.

Staff Recommendation

Approve the First Amendment to the Contract with Lee Company for HVAC Inspection and Maintenance.

Background Information

In May 2022, the City contracted with Lee Company for HVAC inspection and maintenance services. The proposed amendment seeks to add HVAC equipment at 2140 Thompson Lane (New Parks and Rec./Fire Administration) and 3924 Blaze Drive (Fire Station #11) resulting in a \$4,480 annual increase to the contract amount.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$4,480 per year, is funded by the operating budgets of the Parks and Recreation and MFRD.

Attachments

Lee Company Agreement for HVAC Inspection and Maintenance Amendment 1

**FIRST AMENDMENT TO
AGREEMENT FOR HVAC INSPECTION AND MAINTENANCE SERVICES
FOR CITY OF MURFREESBORO**

This First Amendment to the Agreement for HVAC Inspection and Maintenance for the City of Murfreesboro, dated May 6, 2022 ("Contract") is effective as of _____, by and between the **City of Murfreesboro** ("City"), a municipal corporation of the State of Tennessee and **Lee Company**, a Corporation of the State of Tennessee ("Contractor").

WHEREAS, City and Contractor entered into the Contract pursuant to City's ITB-40-2022 for HVAC Inspection and Maintenance Services;

WHEREAS, pursuant to Section 2 of the Contract, the term of the Contract may be extended by mutual agreement of the parties; and

WHEREAS, pursuant to Section 9 of the Contract, said Contract may be modified by written amendment executed by all parties; and

WHEREAS, the parties desire to amend the Contract to include certain additional equipment for an additional cost as detailed in Contractor's proposal dated August 24, 2023 (Attachment A to Amendment 1), all as listed below;

NOW, THEREFORE, City and Contractor hereby amend the Contract as follows:

1. The parties agree to amend Section 1(a) of the Contract to add the equipment detailed below for inspection and maintenance as detailed on Attachment A to Amendment 1.

LOCATION	Equipment	Cost
Parks and Recreation Administration Building 2140 N. Thompson Lane	See Attachment A to Amendment 1	\$2,480.00 per year
Fire Station #11 3924 Blaze Drive	See Attachment A to Amendment 1	\$2,000.00 per year

2. The parties agree to amend Section 2 of the Contract in order to extend the term of the contract from July 1, 2023, to June 30, 2024.
3. All other terms of the Contract, remain in full force and effect and are otherwise unchanged by this First Amendment.


CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

LEE COMPANY

DocuSigned by:
By:  _____
Eric Hill, Director of Sales- Facility Services

APPROVED AS TO FORM:

DocuSigned by:
 _____
43A20355517540F
Adam P. Tucker, City Attorney



Asset Protection Agreement

Company
Lee Company
675 Middle Tennessee Blvd.
Murfreesboro, TN 37129

Proposal Date: 8/24/2023
Proposal Number: P04004

Ph: 615-630-3279 Fax:

Bill To Identity	Agreement Location
City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130 Attn: Cathy Smith	City of Murfreesboro: FS11/2140 N Thompson Murfreesboro, Tennessee 37130 Attn: Cathy Smith

Lee Company will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Asset Protection **SCHEDULES:** *Equipment Schedule *Air Filter Service *Equipment Pictures

Agreement coverage will commence on ____ / ____ / ____

The Agreement price is \$4,480.00 per year, payable in advanced installments of \$1,120.00 per Quarter beginning on the effective date.
Price Break Down: FS11 (\$2,000) 2140 N Thompson (\$2,480)

This Agreement is the property of Lee Company and is provided for Customer's use only. Lee Company guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall remain in effect from year to year unless either party provides a 30-day written notice of cancellation. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Name & Title

Name (Print)

Date / Phone / Fax

Date

Alabama Refrigeration License No. 51050, Alabama HVAC License No. 83952
Tennessee MP License No.710, Tennessee Electrical License DC660
Kentucky ME License No. 63891, Kentucky HM License No. 04556. Kentucky MP License No. 5207



Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 001	REZNOR	N/A	N/A	5000 BTU	FS-11	complex
1	PKG 001	York	ZH120N15N2TAC4 B	NOL9329767	10 Ton	2140 N Thomp	complex
1	PKG 002	York	ZF180N24N2TBC1 B	NOL9323359	12.5 Ton	2140 N Thomp	complex
1	PKG 003	York	ZI048N06N2TBC1C	NOM9329763	4 Ton	2140 N Thomp	complex
1	PKG 004	York	ZH150N15N2TAC4 B	NOL9329763	12.5 Ton	2140 N Thomp	complex
1	PKG 005	York	ZH120N15N2TAC4 B	NOL9328768	10 Ton	2140 N Thomp	complex
1	SPLT 001	Mitsubishi	PURY- P144TLMUA-A	99W01212	12 Ton	FS-11	complex



Air Filter Service

Assets

Unit	Qty	Changes/Yr.	Size	Type
Misc. Filters 001	2	4	2X16X20	Extended Surface Pleated
Misc. Filters 001	1	4	2X16X25	Extended Surface Pleated
Misc. Filters 001	8	4	2X20X20	Extended Surface Pleated
SPLT 001	26	2	0	Washable Filter

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Wine Sales Certificate of Compliance – Circle K #4703919

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

Background Information

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

A certificate of compliance is requested by Wendy Thorpe, as the new owner of the Circle K #4703919 at 2010 NW Broad Street. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

**City of Murfreesboro
Request for Certificate of Compliance for
Wine in Retail Stores**

Summary of information from the application:

Name of Business Entity Mac's Convenience Store, LLC

Type of Application:

New - wine sale in retail store

Corporation	_____
LLC	_____ X _____
Partnership	_____
Sole Proprietor	_____

Manager

Name	Wendy Thorpe
Age	54
Home Address	2474 Old Tullahoma Hwy.
Residency City/State	Manchester, TN
Race/Sex	White/F

10 Year Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None
TBI/FBI	No indication of any record that may preclude the applicant for consideration.

Name of Business	Circle K #4703919
Business Location	2010 NW Broad St.

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Mandatory Referral for Abandonment of a Portion of a Sanitary Sewer Easement along Joe B Jackson Parkway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of a portion of a sanitary sewer line easement on property located along Joe B Jackson Parkway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on September 6, 2023.

The Water Resources Board voted to recommend approval on July 25, 2023.

Background Information

In this mandatory referral [2023-725], Council is being asked to consider abandoning a portion of an existing 20' sanitary sewer easement. The easement is located on property located at 140 Joe B Jackson Parkway, which is developed as a Wal-Mart Supercenter. Wal-Mart wishes to expand the existing building over the easement and sanitary sewer main. MWRD does not object to the proposed abandonment. Per MWRD, this sewer main will be reclassified as a private sewer service under the building and to the existing manhole downstream; therefore, the easement is no longer necessary.

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

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal document(s) for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 2) The sanitary sewer easement abandonment shall be subject to the final approval of the legal document(s) by the City Legal Department.
- 3) The applicant will be responsible for recording the legal document(s), including payment of the recording fees.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

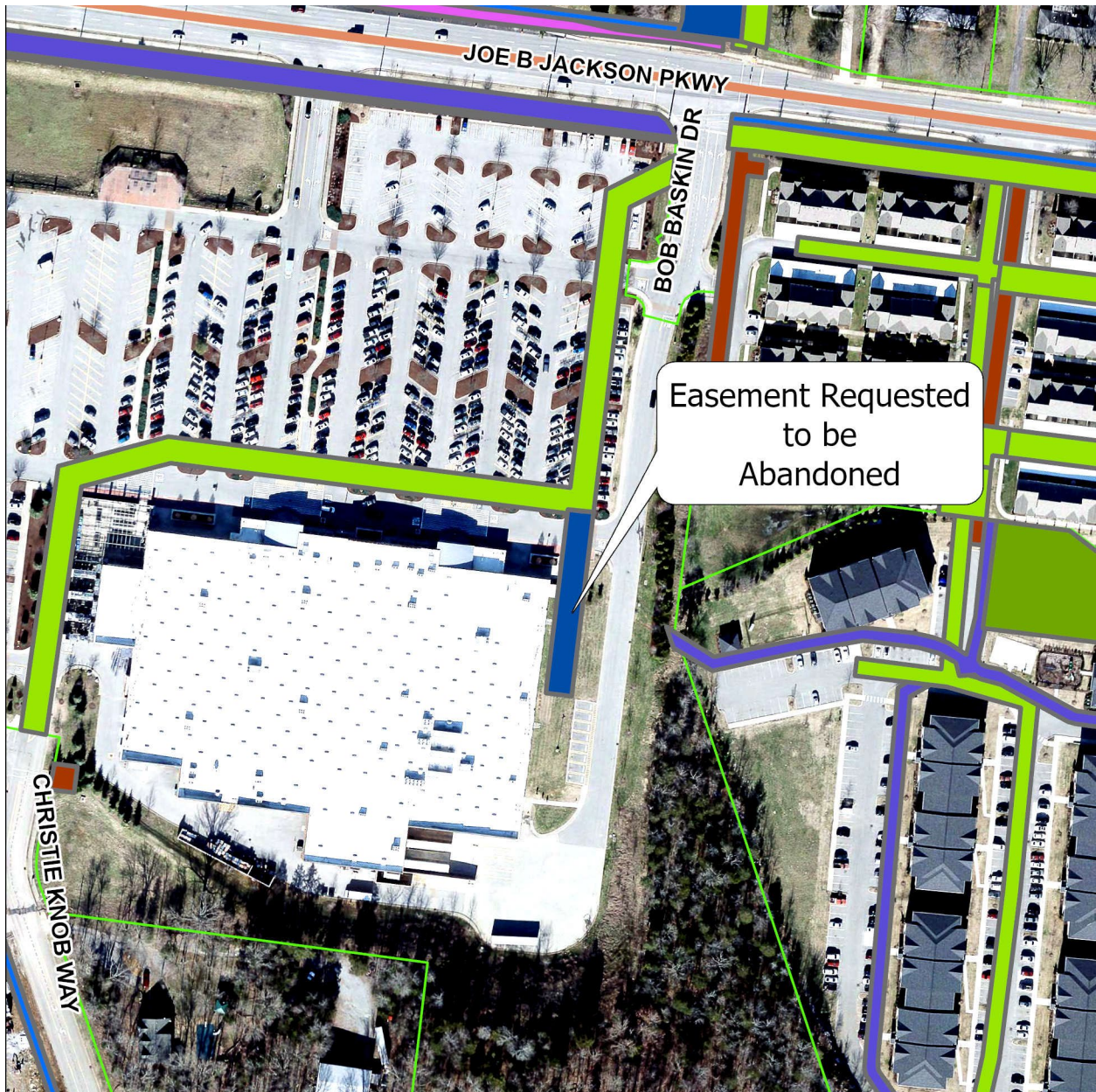
The abandonment of this easement is needed for the expansion of the existing Wal-Mart at this location.

Attachments:

1. Staff comments from 09/06/2023 Planning Commission meeting
2. Letter and exhibits from applicant
3. Memo from MWRD

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 6, 2023
PROJECT PLANNER: BRAD BARBEE**

6.c. Mandatory Referral [2023-725] to consider the abandonment of a sanitary sewer easement on property located at 140 Joe B Jackson Parkway, Carlson Consulting Engineers, Inc. on behalf of Wal-Mart Corporation, applicant.



In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of an existing 20ft sanitary sewer easement. The easement is located on property located at 140 Joe B Jackson Parkway (Map 136, Parcel 6.04), which is developed as a Wal-Mart Supercenter. The easement is labeled on the attached exhibit. Walmart wishes to expand the existing building over the easement and sanitary sewer main. This sewer main will be reclassified as a private sewer service under the building and to the existing manhole downstream; therefore, the easement is no longer necessary.

The MWRD Staff recommended approval of the abandonment of the sanitary sewer line easement to the Water Resources Board. The Water Resources Board voted to recommend approval at its July 25, 2023, regular meeting.

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

- 1) The sanitary sewer easement abandonment should be subject to the final approval of the legal documents by the City Legal Department.
- 2) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 3) The applicant will be responsible for recording the legal documents, including payment of the recording fees.



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 136-006.04-000

Address (if applicable): 140 Joe B Jackson Pkwy

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

Type of Mandatory Referral: Sanitary Sewer Easement Vacate

Applicant Information:

Name of Applicant: Kyle Tschirhart

Company Name (if applicable): Carlson Consulting Engineers, Inc.

Street Address or PO Box: 7068 Ledgestone Commons

City: Bartlett

State: Tennessee

Zip Code: 38133

Email Address: kyletschirhart@carlsonconsulting.net

Phone Number: (901) 384-0404

Required Attachments:

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

08/16/2023

Applicant Signature

Date



MANDATORY REFERAL – SANITARY SEWER VACATE

TO: MARINA RUSH

FROM: KYLE TSCHIRHART

RE: WALMART #0416-224
140 JOE B JACKSON PKWY
SANITARY SEWER EASEMENT VACATE

DATE: AUGUST 16, 2023

CC: FILE

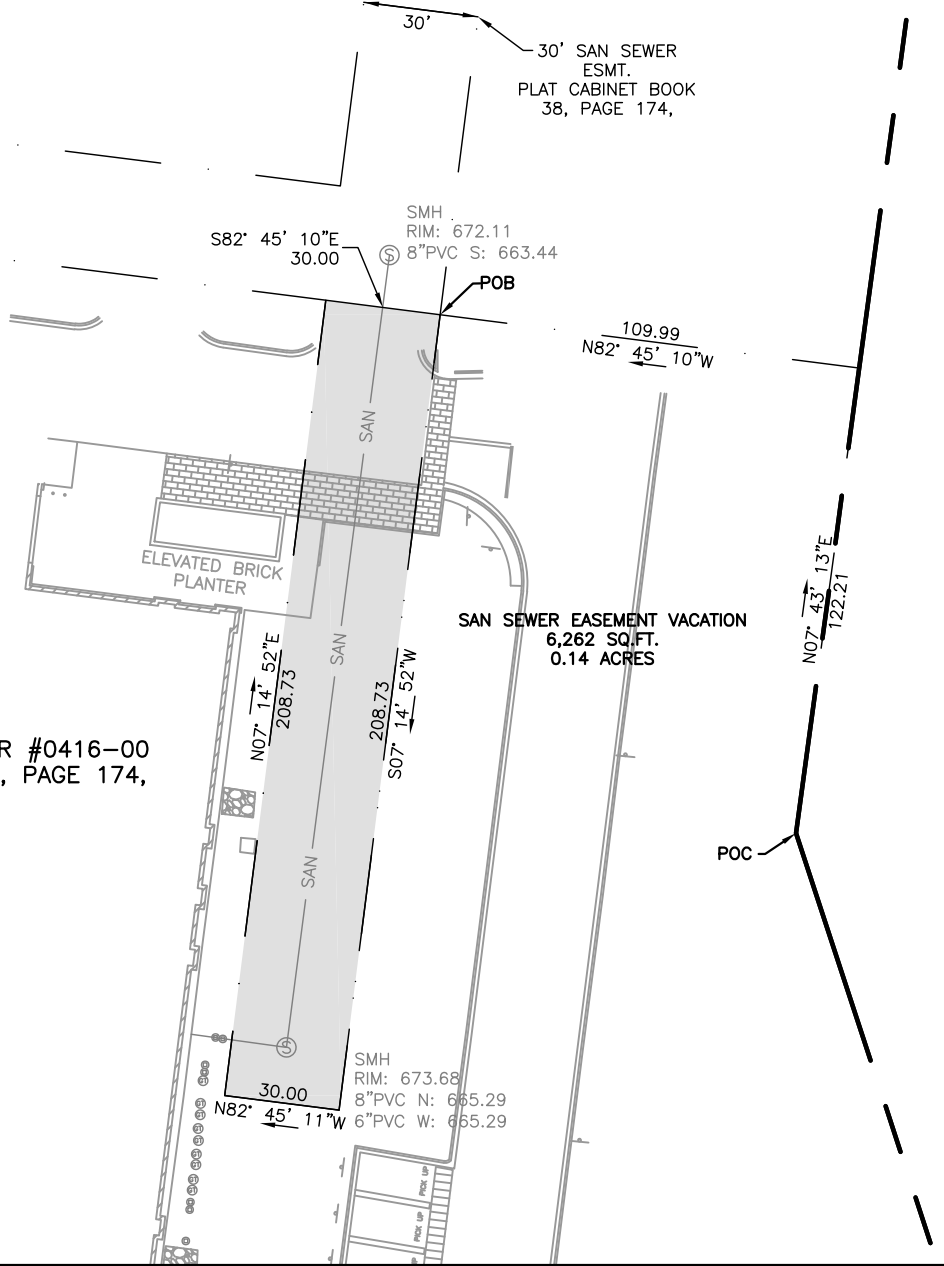
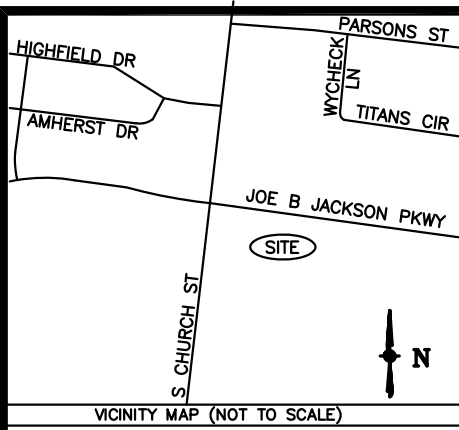
Dear Ms. Rush:

The purpose of this letter is to formally request a vacate of a portion of an existing sanitary sewer easement on the property of the existing Walmart at 140 Joe B Jackson Pkwy in Murfreesboro, TN. We respectfully propose the easement be vacated 15 feet past the existing sanitary manhole, as shown on the attached exhibit. The purpose of this vacate is to allow for the construction of a building expansion over the existing sanitary sewer line. If you have any questions or need any additional information, please do not hesitate to contact me at (901) 384-0404 or write to kyletschirhart@carlsonconsulting.net.

Sincerely,

A handwritten signature in blue ink that reads 'Kyle Tschirhart'.

Kyle Tschirhart, EI
Carlson Consulting Engineers, Inc.



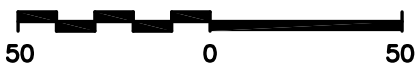
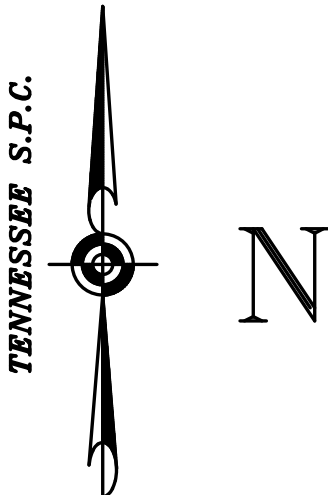
LOT 1
FINAL PLAT
WAL-MART SUPERCENTER #0416-00
PLAT CABINET BOOK 38, PAGE 174,

**SANITARY SEWER EASEMENT VACATION
LEGAL DESCRIPTION**

SITUATED IN THE CITY OF MURFREESBORO, OF RUTHERFORD COUNTY AND STATE OF TENNESSEE AND KNOWN AS A VACATED PORTION OF A SANITARY SEWER EASEMENT OVER LANDS CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST BY WARRANTY DEED DATED 08/03/2012 AND RECORDED IN RECORD BOOK 1148, PAGE 3967, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE AND ALSO BEING KNOWN AS LOT 1 AS SHOWN ON THE MAP ENTITLED WAL-MART SUPERCENTER #0416-00, OF RECORD IN PLAT CABINET 38, PAGE 174, REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT AN EASTERLY CORNER OF SAID LOT 1 THENCE NORTH ALONG AN EASTERLY LINE OF SAID LOT 1 NORTH 07°43'13" EAST A DISTANCE OF 122.21 FEET; THENCE NORTH 82°45'10" WEST A DISTANCE OF 109.99 FEET TO THE POINT OF BEGINNING OF THE EASEMENT VACATION;

THENCE SOUTH 07°14'52" WEST A DISTANCE OF 208.73 FEET; THENCE NORTH 82°45'11" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 07°14'52" 208.73 FEET; THENCE SOUTH 82°45'10" EAST A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING CONTAINING 6,262 SQ. FT. OR 0.14 ACRES (MORE OR LESS) OF LAND.



SANITARY SEWER EASEMENT VACATION LOT 1, WAL-MART SUPERCENTER #0416-00 PLAT CABINET 38, PAGE 174		
WALMART STORE #0416-00		
CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE		
SCALE: 1"=50' DATE: 8/16/2023	DRAWING FILE: ESMTVAC DRAWN BY: JSL	JOB No. #0416-00 SHEET 1 OF 1



... creating a better quality of life

MEMORANDUM

DATE: July 18, 2023
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment Request
Walmart – Joe B Jackson Pkwy

BACKGROUND

Carlson Consulting Engineers, Inc. (CCE) is requesting the abandonment of a portion of the existing twenty-foot sewer easement located on the eastern side of the property. The Walmart wishes to expand the building over the easement and sanitary sewer main., This sewer main will be reclassified as a private sewer service under the building and to the existing manhole downstream, therefore the easement is no longer necessary.

This request will also go before the Planning Commission as a mandatory referral for approval.

RECOMMENDATION

Staff recommends approval of abandoning the existing sewer easement.

FISCAL IMPACT

This easement was dedicated by plat.

ATTACHMENTS

Easement Abandonment Request
GIS Exhibit

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Asphalt and Concrete Purchase Report
Department: Street
Presented by: Raymond Hillis, Executive Director, Public Works
Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Report of asphalt and concrete purchases.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement. This report is for the months of July and August of 2023.

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

Asphalt purchases, \$100,000, and concrete purchases, \$60,000, are funded by the Department's FY24 Budget.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT CONCRETE PURCHASES FY 24

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/3/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.5		\$ 345.00	\$ 345.00
7/3/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.5		\$ 276.00	\$ 621.00
7/7/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.5		\$ 345.00	\$ 966.00
7/10/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.5		\$ 207.00	\$ 1,173.00
7/11/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1		\$ 138.00	\$ 1,311.00
7/11/2023	Nashville Ready Mix	Retarder 1%	\$ 4.00	1		\$ 4.00	\$ 1,315.00
7/11/2023	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 1,320.00
7/26/2023	Nashville Ready Mix	4000 PSI Chips	\$ 140.00	1.5		\$ 210.00	\$ 1,530.00
	Nashville Ready Mix	Full Fibers	\$ 5.00	1.5		\$ 7.50	\$ 1,537.50
7/31/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.5		\$ 207.00	\$ 1,744.50
8/1/2023	Nashville Ready Mix	4000 PSI Chips	\$ 140.00	3.5		\$ 490.00	\$ 2,234.50
	Nashville Ready Mix	Min Load Charge	\$ 75.00	1		\$ 75.00	\$ 2,309.50
	Nashville Ready Mix	Fuel Surcharge	\$ 50.00	1		\$ 50.00	\$ 2,359.50
	Nashville Ready Mix	Full Fibers	\$ 5.00	3.5		\$ 17.50	\$ 2,377.00
8/2/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2		\$ 276.00	\$ 2,653.00
8/9/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2		\$ 276.00	\$ 2,929.00
8/21/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.5		\$ 207.00	\$ 3,136.00
8/24/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2		\$ 276.00	\$ 3,412.00
8/29/2023	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2		\$ 276.00	\$ 3,688.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
	Orgain Ready Mix						

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
	Smyrna Ready Mix						

STREET DEPARTMENT ASPHALT PURCHASES FY 24

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
	Hawkins					

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
	Blue Water					

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/14/2023	Vulcan	411E PG 64-22	\$ 84.50	4.19	\$ 354.02	\$ 354.02
8/31/2023	Vulcan	411E PG 64-22	\$ 84.50	22.72	\$ 1,919.62	\$ 2,273.64
8/31/2023	Vulcan	307BM PG 64-22	\$ 73.00	56.72	\$ 4,140.72	\$ 6,414.36

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/26/2023	Wiregrass Construction	411-E	\$ 86.54	10.43	\$ 902.61	\$ 902.61
8/17/2023	Wiregrass Construction	307-BM PG 64-22	\$ 74.01	10.74	\$ 794.87	\$ 1,697.48
8/18/2023	Wiregrass Construction	411-E	\$ 86.54	4.17	\$ 360.87	\$ 2,058.35
8/22/2023	Wiregrass Construction	411-E	\$ 86.54	5.99	\$ 518.38	\$ 2,576.73
8/23/2023	Wiregrass Construction	411-E	\$ 86.54	10.34	\$ 894.82	\$ 3,471.55
8/24/2023	Wiregrass Construction	411-E	\$ 86.54	1.37	\$ 118.56	\$ 3,590.11

COUNCIL COMMUNICATION
Meeting Date: 09/21/2023

Item Title: Purchase of Rock Salt
Department: Public Works- Street Department
Presented by: Raymond Hillis- Executive Director

Requested Council Action:

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

Summary

Purchase of 1,000 tons of Rock Salt under the State Contract to supply the salt barn at Butler Drive.

Staff Recommendation

Approve the bulk purchase of 1,000 tons of Rock Salt from Compass Minerals.

Background Information

The Department has annual need of Rock Salt to keep the streets passable during winter weather events. As such, we would like to make our minimum purchase from Compass Minerals. Compass Minerals is an approved supplier for this region under the State of Tennessee contract and is offering to supply at lower cost than is listed on the state contract at present.

Rock Salt is available for purchase pursuant to T.C.A. § 12-3-1201(b) under the State of Tennessee's Statewide Contract with Compass Minerals America Inc. (SWC No. 66848). State statute enables this purchase without competitive bidding, under the provisions of contracts or price agreements entered by the Tennessee Department of General Services, Central Procurement Office. Furthermore, City Code § 2-10(a)(3) authorizes purchases without competitive bidding as permitted under T.C.A. §12-3-1201.

Council Priorities Served

Responsible budgeting

The procurement of the Rock Salt at a lower cost than is listed on the state contract ensures the Department is trying to best conserve funds while still providing crucial services without interruption.

Fiscal Impact

This expenditure will total \$99,990 and is funded by the Department's operating budget.

Attachments

Compass Minerals Intent to Buy/Quote for Bulk Purchase of Rock Salt



Sold-To ("Buyer"):

Tracy Brown
City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133-1139

Date: September 06, 2023
Document: 200776
Tel: (615) 893-4380
Fax: (615) 904-6519
Email: tbrown@murfreesborotn.gov
Customer #: H704473
Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
1,000	City of Murfreesboro 4753 Florence Road Public Works Garage Murfreesboro, TN 37129 Destination #: H758016 Delivery Lead Time: 7 days	99.99	Deliver w/o/Equipment Depot: Clarksville Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 78 Miles

- ~Subject to prior sale
- ~Minimums will be enforced
- ~An active order must be placed a minimum of one day in advance of pick-up loads

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

DocuSigned by:

3E93FA093D384D4
Austin Hilbrands
Sales Manager 800-323-1641 x2
Compass Minerals America Inc.

Signature: _____
Title: Mayor
Name: Shane McFarland
Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

9900 W. 109th Street, Suite 600, Overland Park, KS 66210

Page 1 of 2
DocuSigned by:
APPROVED TO FORM:

43A2035E51F9d01
Adam F. Tucker, City Attorney

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Rutherford County, Tennessee courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Mandatory Referral for Dedication of Electric Easement along Bridge Avenue

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow dedication of electric easement on City-owned property on Bridge Avenue.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on September 6, 2023.

Background Information

In this mandatory referral [2023-726], Council is being asked to consider the dedication of an electric easement to Middle Tennessee Electric (MTE) on City-owned property along Bridge Avenue. The easement will accommodate electric infrastructure to provide additional capacity for development in the vicinity.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE in providing electric infrastructure in the area of New Salem Highway and Bridge Avenue.

Attachments:

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



**MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT**

TO: Chair Jones and Members of the Planning Commission
FROM: David A. Ives
DATE: August 22, 2023
RE: Easement for Middle Tennessee Electric
Bridge Avenue

MANDATORY REFERRAL

MTE has plans to extend an additional circuit out of the substation at the intersection of Bridge Ave and Power Ave. The power line will route West on the South side of Bridge Ave to New Salem Hwy. The purpose of this project is to relieve some of the overloaded circuits in the area and make room for additional growth due to future development. This is a project that was planned prior to the MED/MTE merger. The project was put on hold until the Hwy 99 TDOT project was mostly completed.

The City owns the property on the Southeast corner at the intersection of New Salem Hwy and Bridge Ave (Doug Young Public Safety Training Facility). MTE's plan is to extend the existing route on the South side of Bridge Ave all the way to New Salem Hwy. The existing pole near the entrance the property on Bridge Ave will need to be relocated further back to make a straight line to the point of where the new line would be connected.

Attached is a drawing showing just the requested easements over the City-owned property.

I request your recommendation of granting this License Agreement to City Council.

Right-of-Way Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
_____ Employee Initials



Service Location # 6000417747 Meter Set SO # _____ WO# 16153662

Grantor: City of Murfreesboro And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County Rutherford State of Tennessee Tax Map: 102B Group: C Parcel: 001.00

Address 701 Bridge Ave Murfreesboro 37129
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 1517, Page 3181, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202_____.

Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

Legal Signature

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On the ___ day of _____, 202____, personally appeared before me, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

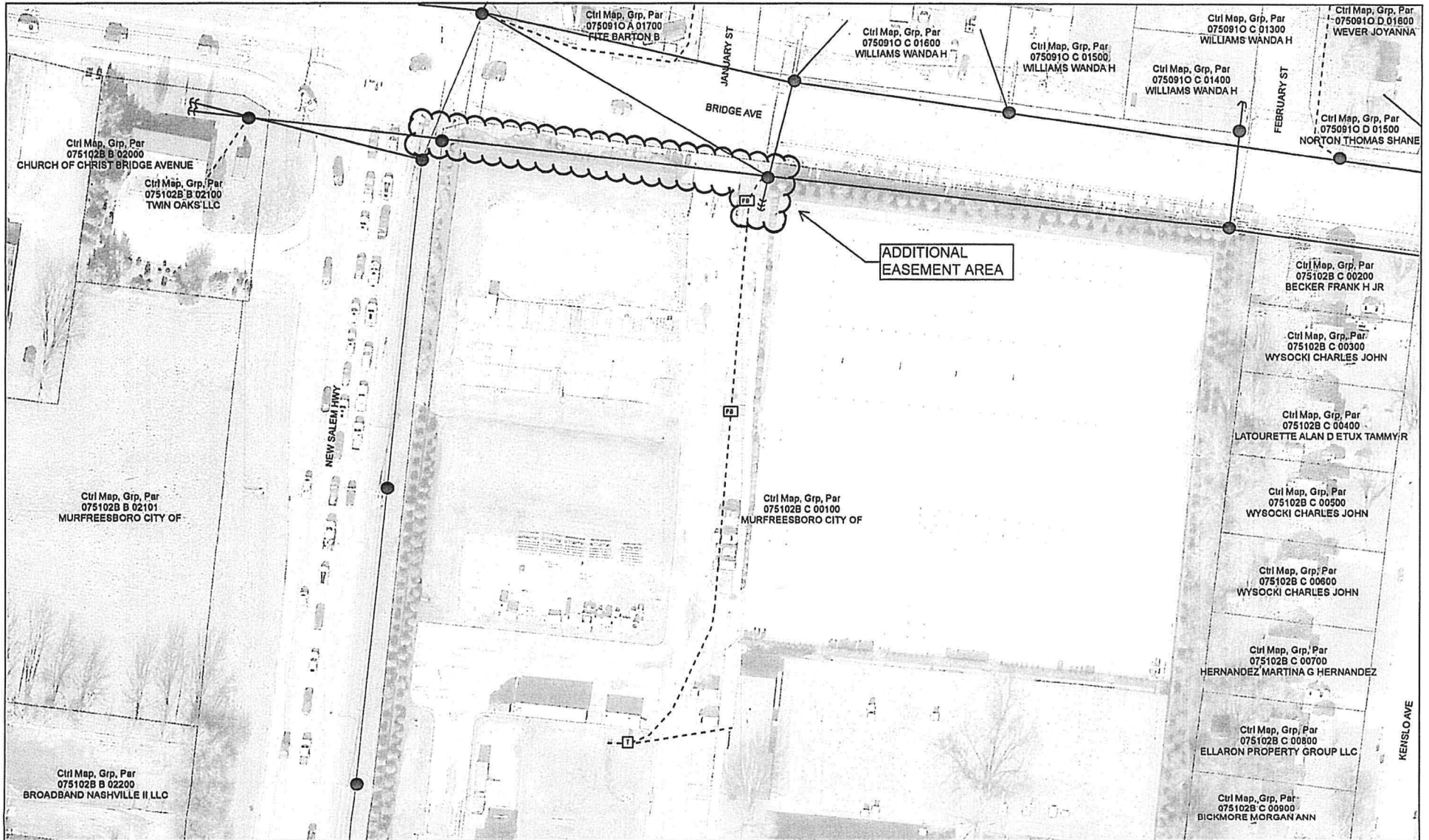
On the ___ day of _____, 202____, personally appeared before me, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



1 inch = 60 feet



Printed: 8/18/2023



5349-H

Disclaimer:
 Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy and in particular, its accuracy as to underground conductor locations, property boundaries, rights-of-way, or placement and location of any map features or data. Independent verification of all information should be obtained by the user. The map is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2023, All Rights Reserved.

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Mandatory Referral for Dedication of Electric Easement along Veterans Parkway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of electric easement on City-owned property on Veterans Parkway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on September 6, 2023.

Background Information

In this mandatory referral [2023-727], Council is being asked to consider the dedication of an electric easement to Middle Tennessee Electric (MTE) on City-owned property along Veterans Parkway north of Old Salem Road. The easement will accommodate an additional set of power lines from the substation at Veterans Parkway and Windrow Road in order to help relieve the burden on a nearby substation to the east.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE in providing electric infrastructure to serve the growing southwest quadrant of the City.

Attachments:

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



**MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT**

TO: Chair Jones and Members of the Planning Commission
FROM: David A. Ives
DATE: August 22, 2023
RE: Easement for Middle Tennessee Electric
Veterans Parkway and Windrow Road

MANDATORY REFERRAL

MTE has plans to extend the last circuit out of the substation at the intersection of Windrow Rd and Veterans Pkwy. This power line will route down Veterans Pkwy, then turn and go Northeast/east on Old Salem Rd until it gets to New Salem Hwy. The purpose of the project is to relieve the overloaded substation in the Cason Lane area.

The City owns the property on the Northwest corner at the intersection of Old Salem Rd and Veterans Pkwy. MTE's plan is to just replace the existing poles near this property with taller poles to make room for an additional set of power lines.

Attached is a drawing showing the requested easements over the City-owned property.

I request your recommendation of granting this License Agreement to City Council.

Right-of-Way
Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
_____ Employee Initials



Service Location # _____ Meter Set SO # _____ WO# 16153662

Grantor: City of Murfreesboro And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County Rutherford State of Tennessee Tax Map: 115 Group: _____ Parcel: 035.00

Address 4304 Veterans Pkwy Murfreesboro 37153
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 880, Page 2346, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202_____.

Print Name/Title of Authorized Signatory _____

Print Name/Title of Authorized Signatory _____

Legal Signature _____

Legal Signature _____

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On the ___ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

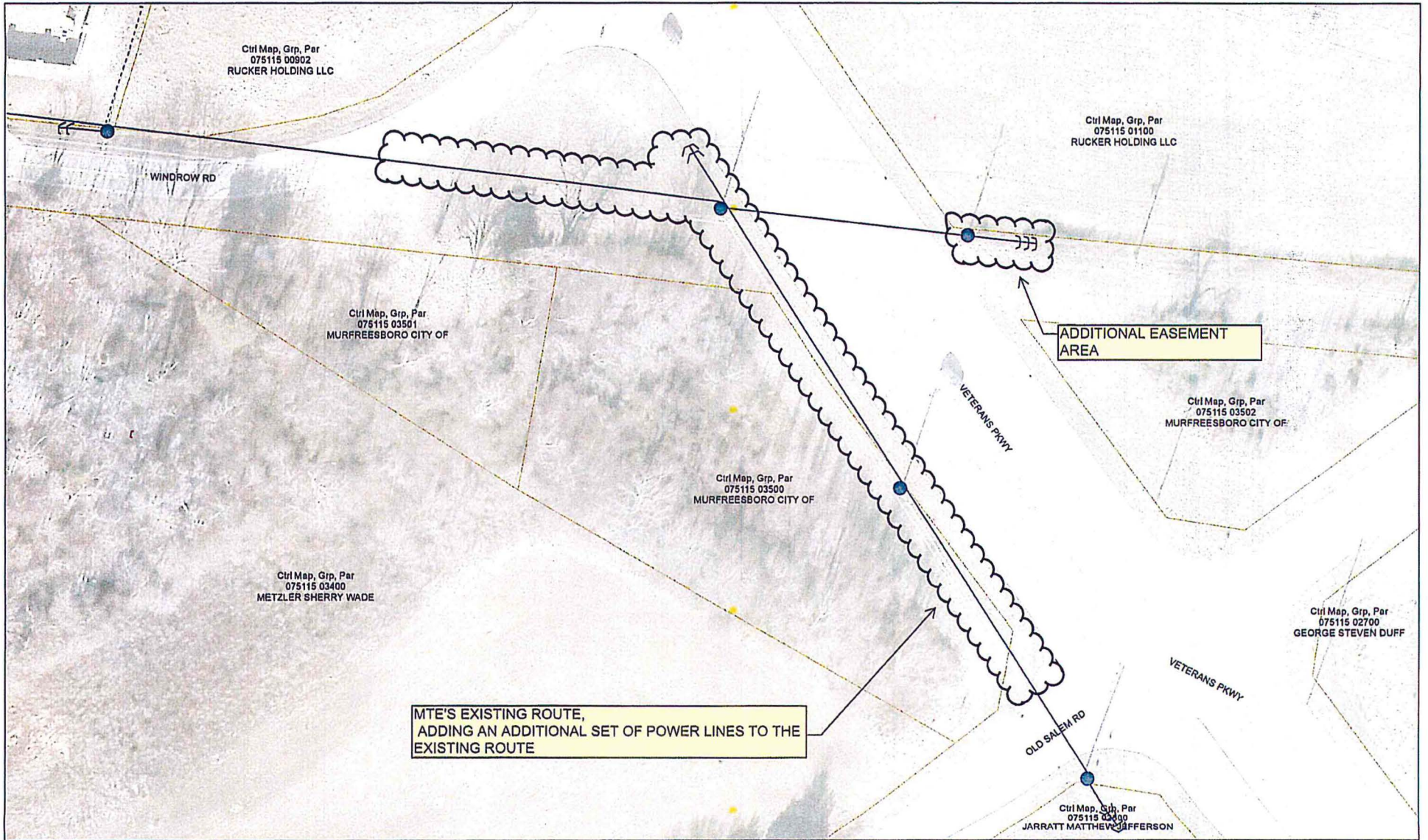
On the ___ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature _____

My Commission Expires _____

Notary Signature _____

My Commission Expires _____



1 inch = 50 feet



Printed:8/18/2023



5247-N

Disclaimer:
 Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor location, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. The map is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT.
 All data and materials Copyright © 2023. All Rights Reserved.

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Rezoning property west of Memorial Boulevard
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Zoning of approximately 34.2 acres located west of Memorial Boulevard.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Brightland Homes presented to the City a zoning application [2023-405] for approximately 34.2 acres located west of Memorial Boulevard to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on July 12, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend approval.

On August 17, 2023, Council held a public hearing and approved this matter on First Reading subject to the removal of the Amber Drive and Archer Drive roadway connections into the proposed development. The applicant has since revised the pattern book accordingly to remove those connections, which also resulted in the reduction of the number of proposed lots from 85 to 83. Some miscellaneous corrections to the pattern book were also made, and a letter from the applicant's representative listing all revisions is attached.

Council Priorities Served

Expand Infrastructure

The proposed development will include a public street connection to the intersection of Memorial Boulevard and Osborne Lane, giving the existing adjacent neighborhoods to the west access to an additional signalized intersection at Memorial Boulevard.

Maintain Public Safety

An additional access point to a signalized intersection will help facilitate safe traffic movements on and off of Memorial Boulevard for the proposed neighborhood as well as the existing adjacent neighborhoods to the north and west.

Improve Economic Development

This rezoning will enable the development of 83 single-family residential lots with a minimum lot size of 12,000 square-feet. Council has previously conveyed the importance of homeownership and of increasing the City's inventory of single-family residential detached homes.

Attachments:

1. Ordinance 23-OZ-27
2. Northridge Park PRD pattern book (revised for second reading)
3. Letter from applicant listing revisions to the pattern book

9.15.2023

Greg McKnight, Planning Director
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: Northridge Park PRD (Summary of Changes)

The following is a list of the revisions related to this submittal package:

Cover Page: Added updated site plan, needing exact City Council date. Revised revision note on cover consistent with the requested verbage.

Page 2: Update project summary, home quantities and density.

Page 12: Updated site plan, reduced lot count, added cul-de-sac and additional green space, revised lot count.

Page 16: Updated site plan.

Page 17: Updated green space on the site plan.

Page 18: Updated site plan, added additional landscaping to the cul-de-sac.

Page 19: Changed Map Summary to update density. Changed the home quantity of homes in the "Development Summary." Replaces Future Land Use Map to the current map, and revised wording in the Map Summary.

Page 20: Changed density and open space area. Corrected the setback table to denote the 10' difference requested in the front setback. Corrected setback diagram to show the corner lot with two front setbacks and two side setbacks.

Page 21: Corrected Exception #1 to denote the 10' front setback difference consistent with the remainder of the book, as opposed to the erroneous 5' that was previously in the book. Added Exception #5 regarding not terminating Archer Drive in a cul-de-sac."

Page 23: Changed graphic on traffic study map to not show the old version of the layout.

Please let me know if additional clarifications are needed.

HUDDLESTON-STEELE ENGINEERING, INC.

Clyde Rountree

Clyde R. Rountree, PLA

Northridge Park

Request for Rezoning to
Planned Residential
District (PRD)

SUBMITTED FOR SECOND
READING AT THE SEPTEMBER 21,
2023 CITY COUNCIL MEETING.

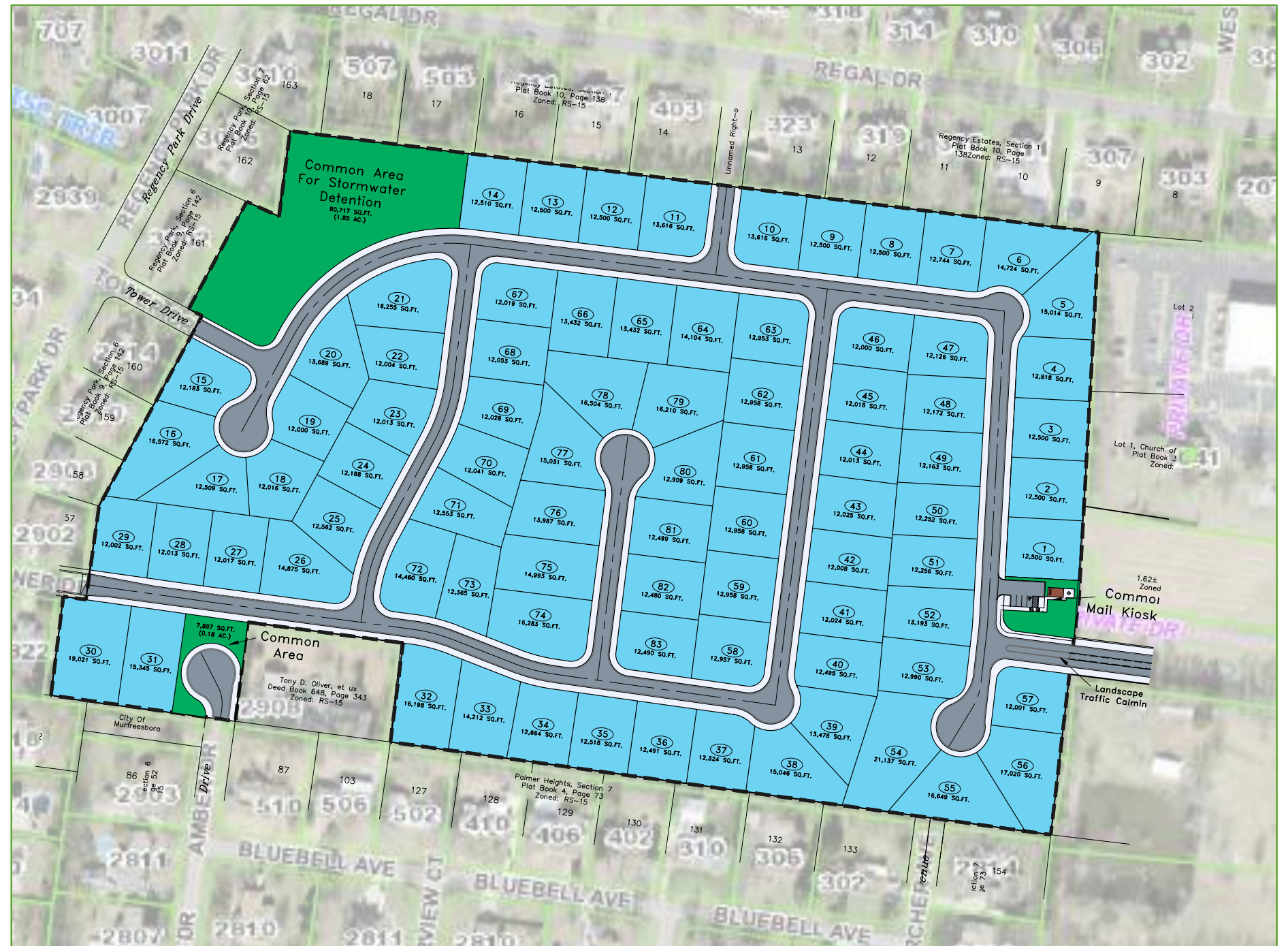


Table of Contents	PAGE
➤ PROJECT SUMMARY & DEVELOPMENT TEAM	2
➤ ZONING MAP	3
➤ UTILITY MAP - WATER	4
➤ UTILITY MAP - SEWER	5
➤ ROADWAY MAP	6
➤ SOILS & TOPOGRAPHY	7
➤ EASEMENTS & STORMWATER INFRASTRUCTURE	8
➤ AERIAL MAP	9
➤ EXISTING CONDITION PHOTOS	10-11
➤ SITE PLAN	12
➤ ARCHITECTURAL PLANS	13-15
➤ AMENITY AREA PLAN/SIGNAGE INFORMATION	16
➤ OPEN SPACE PLAN	17
➤ CONCEPTUAL LANDSCAPE PLAN	18
➤ DEVELOPMENT STANDARDS	19-21
➤ HYDROLOGY DETERMINATION (HD)	22
➤ TRAFFIC STUDY SUMMARY	23



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

Project Summary

For more than 25 years, Brightland Homes (formally Gehan Homes) has been building beautiful homes at an exceptional value. They are the 13th largest private homebuilder in the US and are continuously recognized with accolades and awards for their outstanding floor plans, superb design and industry-leading customer service. Brightland Homes is always mindful that not only are they constructing the owner's house, but also creating the space that the owner will call home. It is Brightland Homes privilege to be with the owner through every step of their home buying journey.

The subject property for the proposed Brightland development is divided into three zoning classifications: 1.62+/- acres are zoned Commercial Fringe (CF), 3.74+/- acres is zoned Commercial Highway (CH) (the PRD will not include these properties) and the remaining 34.59+/- acres is zoned RS-15. The 34.59+/- acres is the acreage which is requested to be rezoned to PRD. The primary access for the development will be from Memorial Boulevard and will utilize the traffic signal at Osborne Lane and Memorial Boulevard. In addition to this access point, three additional cross connection streets are proposed.

The proposed rezoning is for a new subdivision currently called Northridge Park. The development will encompass 34.59+/- acres and will have (83) 12,000+/- square foot lots. The minimum house size is 2,350 Sq.Ft.

The 5.36+/- acres currently zoned CF/CH are not part of the PRD rezoning request. At the request of the city and the planning commission, the developer is committed to a minimum of 2 years with no rental properties.

A neighborhood meeting was held on September 12, 2022, was well attended with excellent participation. In summary, the primary concerns of the neighbors were traffic and drainage. The concerns were addressed during the meeting. The developer has performed a traffic study as a result of the neighbor's concerns. A second neighborhood was held on June 12, 2023, where changes to the master plan were presented.

Development Team

Company: Brightland Homes

Profession: Owner/Developer

Attn: Chris Lynch

Address: 4068 Rural Plains Circle, Suite 170, Franklin, TN, 37064

Email: clynch@brightlandhomes.com

Company: Huddleston-Steele Engineering, Inc

Profession: Planning & Development

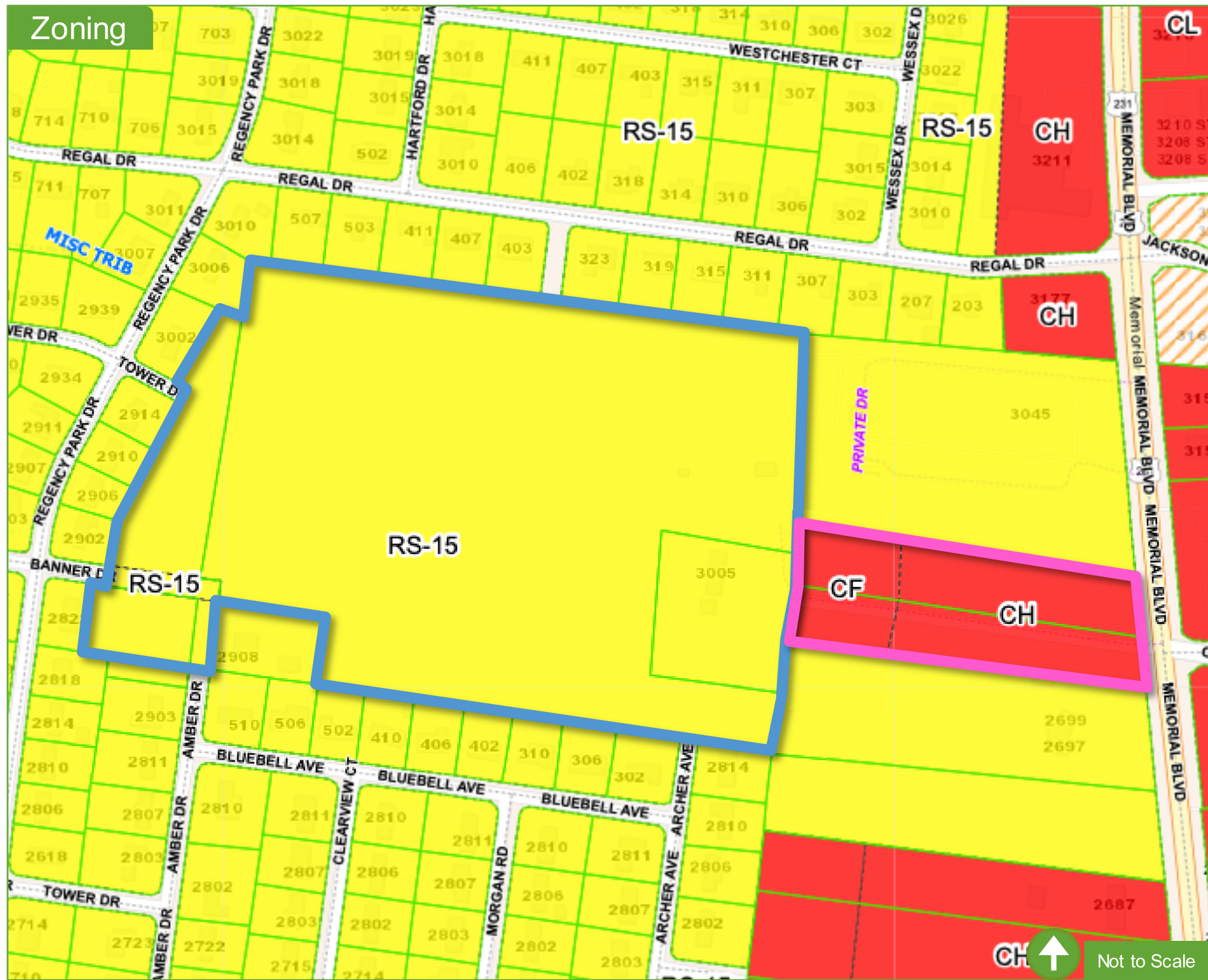
Attn: Clyde Rountree, RLA & Chris Maguire, P.E.

Address: 2115 N.W. Broad Street, Murfreesboro, TN, 37129

Email: rountree.associates@yahoo.com

cmaguire@hsengr.com



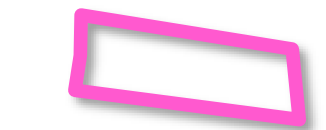


Subject Property

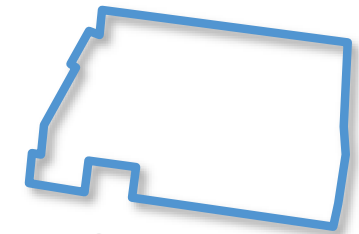
- Property is currently zoned RS-15 and is surrounded by properties zoned RS-15 except a strip of land to the east is zoned CF and CH. We are seeking a PRD zoning.

Legend

RS-XX	Residential Single Family (RS-XX)
RM-XX	Residential Multi Family (RM-XX)
RD	Residential Duplex (RD)
R-MO	Residential Mobile Home (R-MO)
CL	Commercial Local (CL)
CM	Commercial Medical (CM)
CP	Commercial Planned (CP)
CF	Commercial Fringe (CF)
CH	Commercial Highway (CH)
PCD	Planned Commercial Development (PCD)
PRD	Planned Residential Development (PRD)

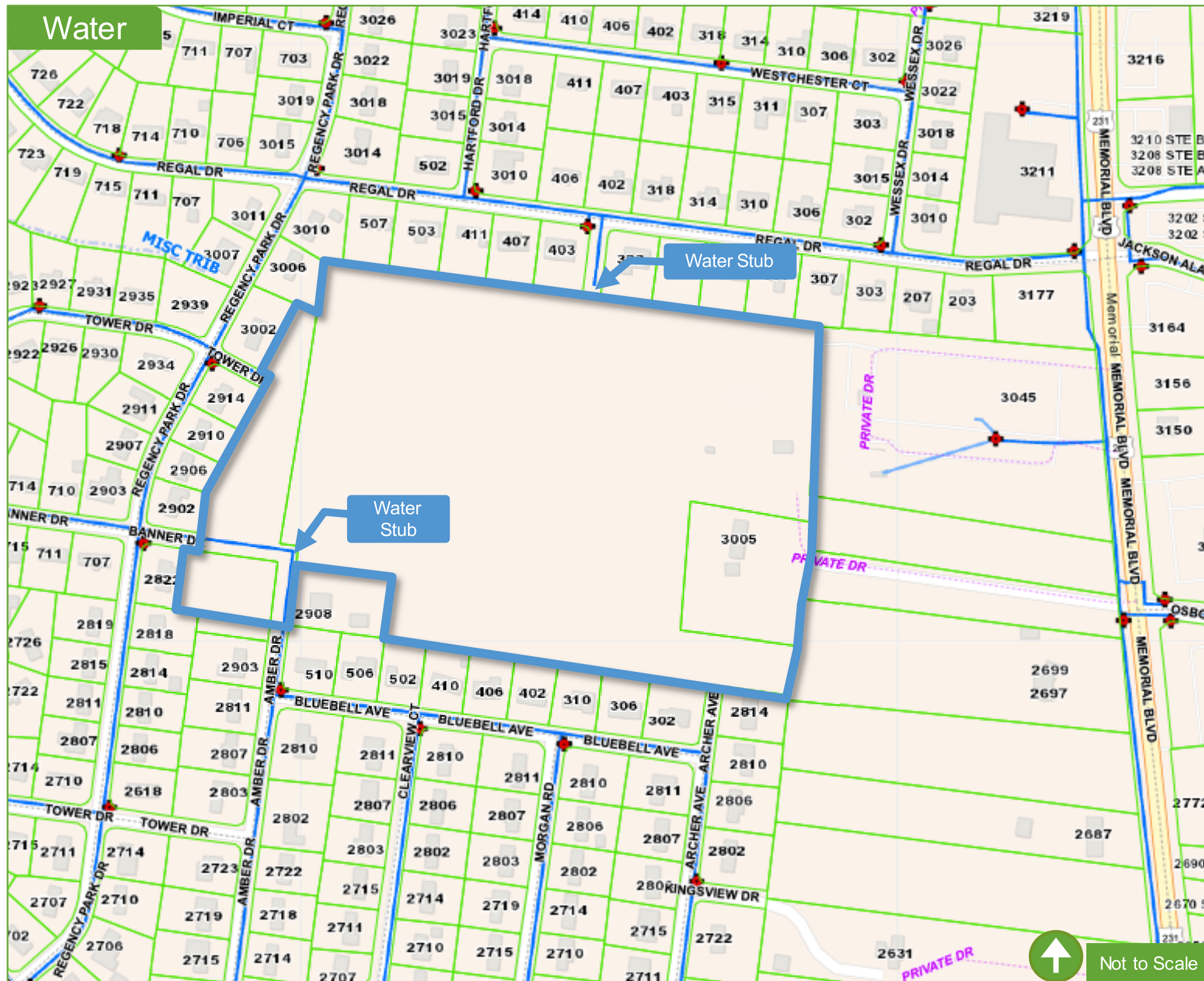


This property is owned by developer but not included in the rezoning application.



Site boundary

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



Map Summary

- Water services will be provided by the Murfreesboro Water Resources Department.
- Domestic Water can be accessed on Banner Drive, Regal Drive, Archer Avenue, Amber Drive and Tower Drive.

Legend

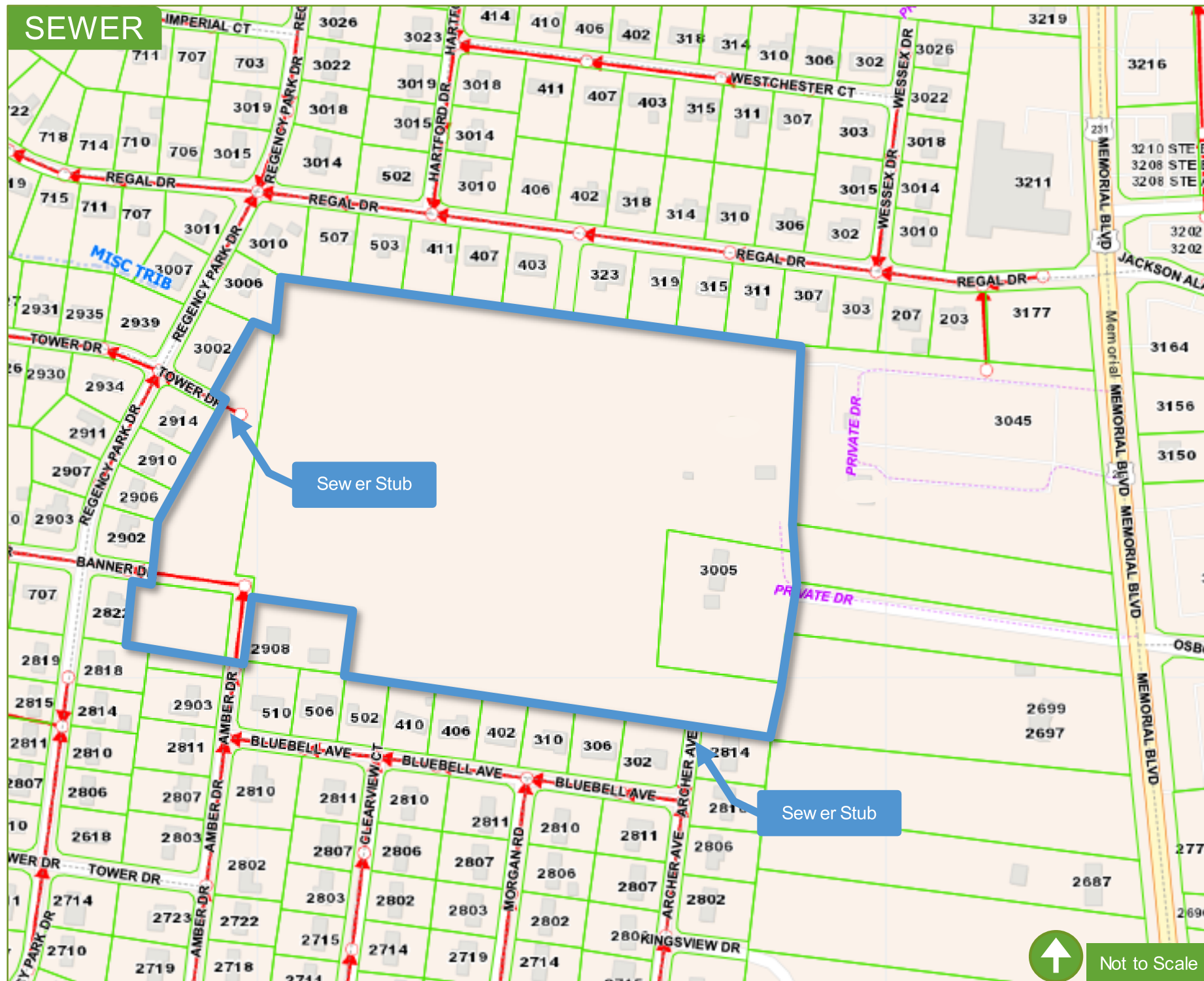
WATERLINE: 

FIRE HYDRANT: 




Site boundary

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



Map Summary

- Sanitary sewer service will be provided by the Murfreesboro Water Resources Department.
- The sewer enters the property on Banner Drive, Tower Drive, Archer Avenue and Amber Drive.
- The project will comply with the City of Murfreesboro sewer allocation ordinance.
- No sewer allocation variance is necessary.

Legend

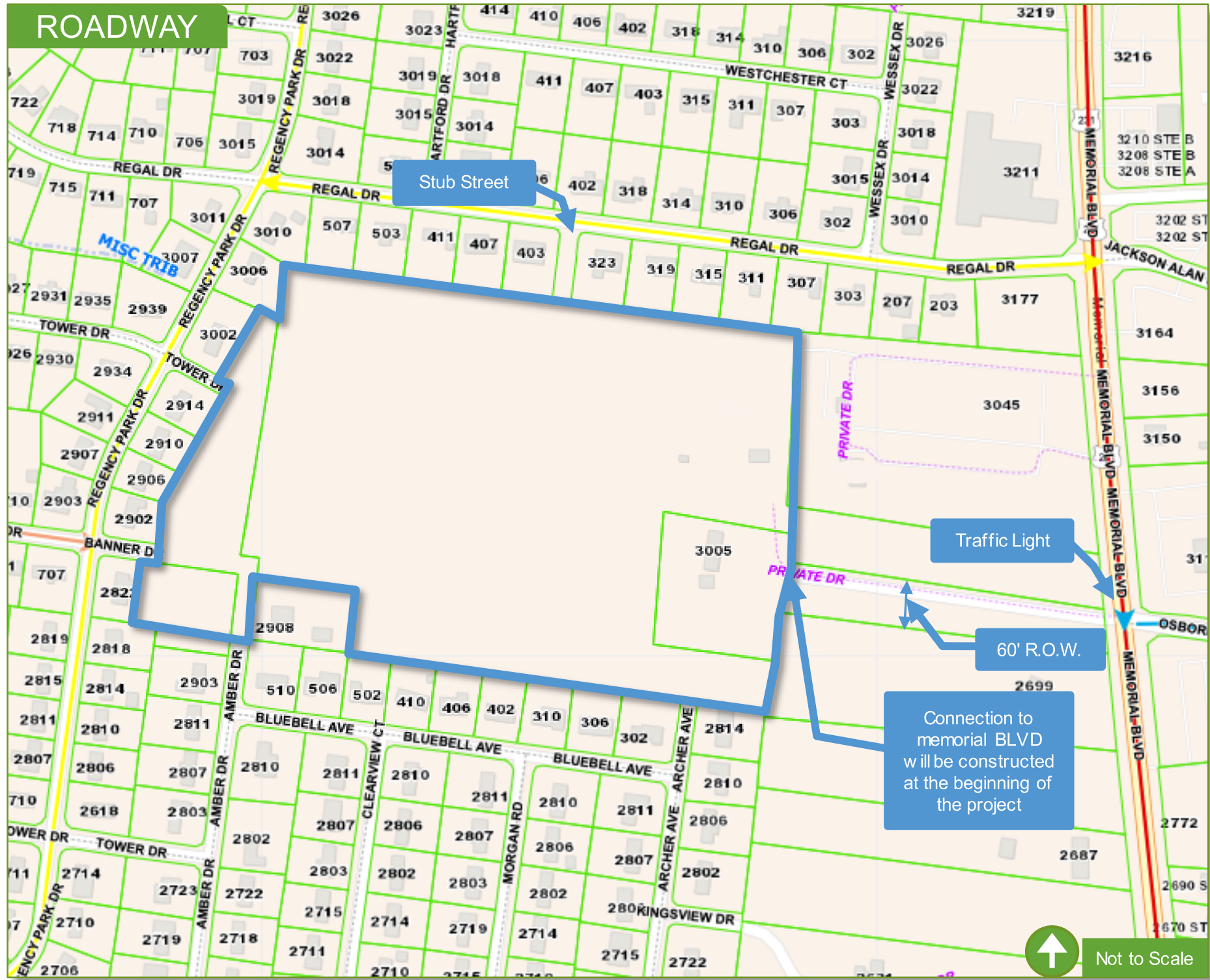
Existing Sanitary Sewer: 

Existing Manhole: 




Site boundary

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

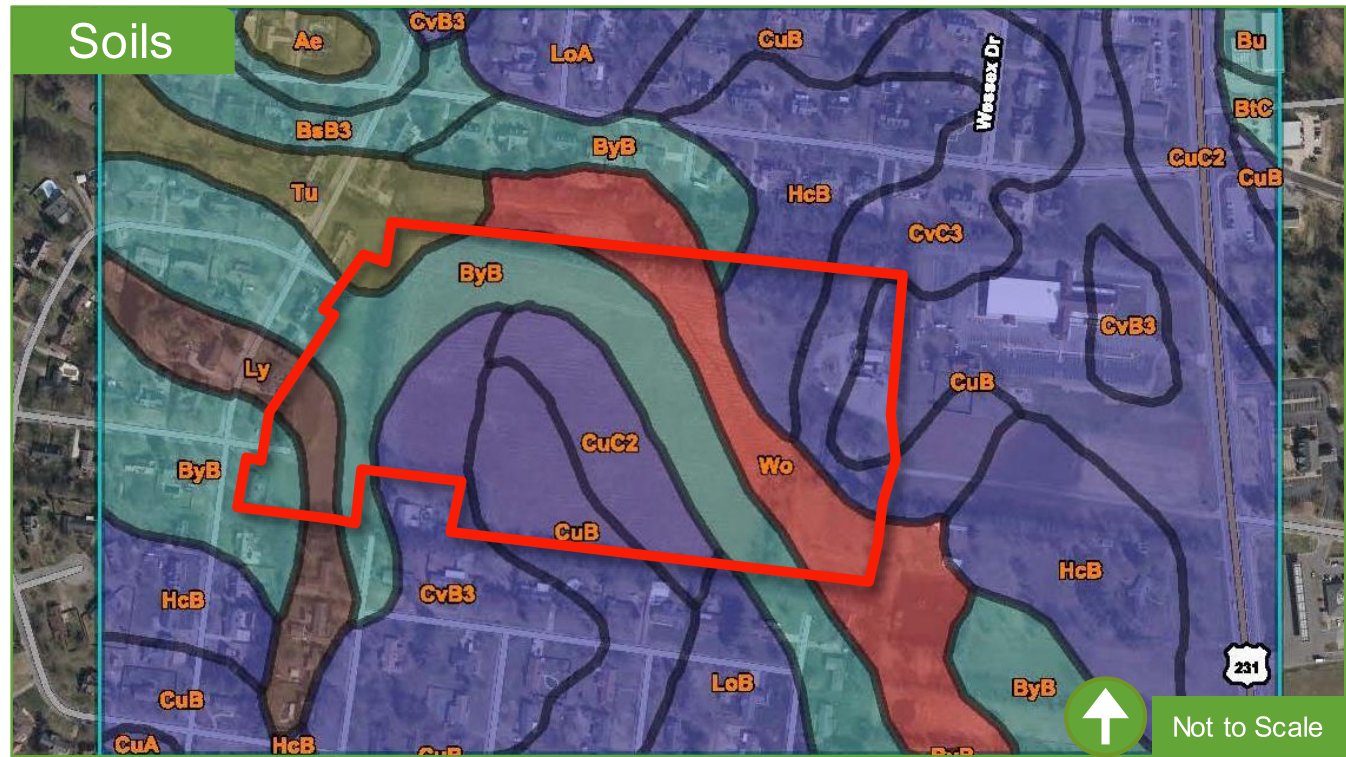


Map Summary

- The site will be primarily accessed from Memorial Blvd.
- The site will have interconnectivity on, Banner Drive, Tower Drive and Regal Drive via a stub Street. Amber Drive will terminate in a cul-de-sac and Archer Drive will terminate as it currently does
- The developer will be responsible for all modifications to the traffic signals at the Memorial Blvd. and Osborne lane intersection required to accommodate new development.
- A southbound right-hand turn lane will be considered for stub street leading into Memorial Blvd. after traffic analysis is performed.
- A Traffic study has been performed. See page 23 for conclusion.


Legend

Community Collector		Residential Collector			Site boundary
Major Arterial		Residential Sub Collector			
Minor Arterial		CBD			



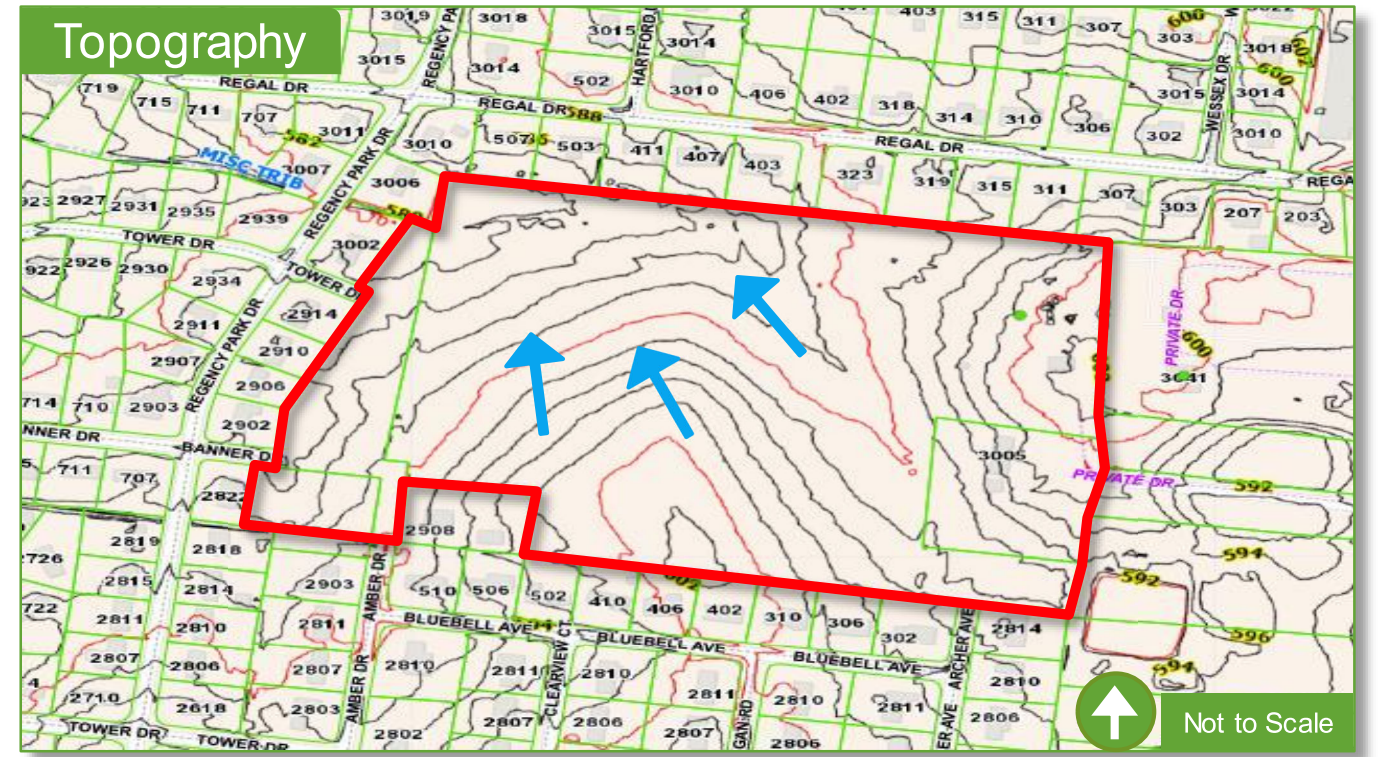
Legend

Woodmont silt loam, 0 to 3 percent slopes, Rating D	Cumberland Silt loam, 5 to 12 percent slopes, severely eroded, Rating B
Byler Silt loam, 2 to 5 percent slopes, Rating C	Lomond silt loam, 2 to 5 percent slopes, Rating B
Cumberland Silt Clay loam, 2 to 5 percent slopes, severely eroded, Rating B	Tupelo silt loam, 0 to 2 percent slopes, Rating C/D
Cumberland Silt loam, 2 to 5 percent slopes, severely eroded, Rating B	Harpeth silt loam, 2 to 5 percent slopes, Rating B
Lynnville Silt loam, Rating B/D	



Map Summary

- A Hydrology Determination (HD) report was performed for the property. See sheet 22 for a summary.



Legend

Water Flow Direction		Index Contours	
Intermediate contours			



Map Summary

- Site drains from the Southeast to the northwest.
- The site has 18 feet of grade change rolling downhill towards the northwest.



Map Summary

- No easements are currently impacting the subject property.



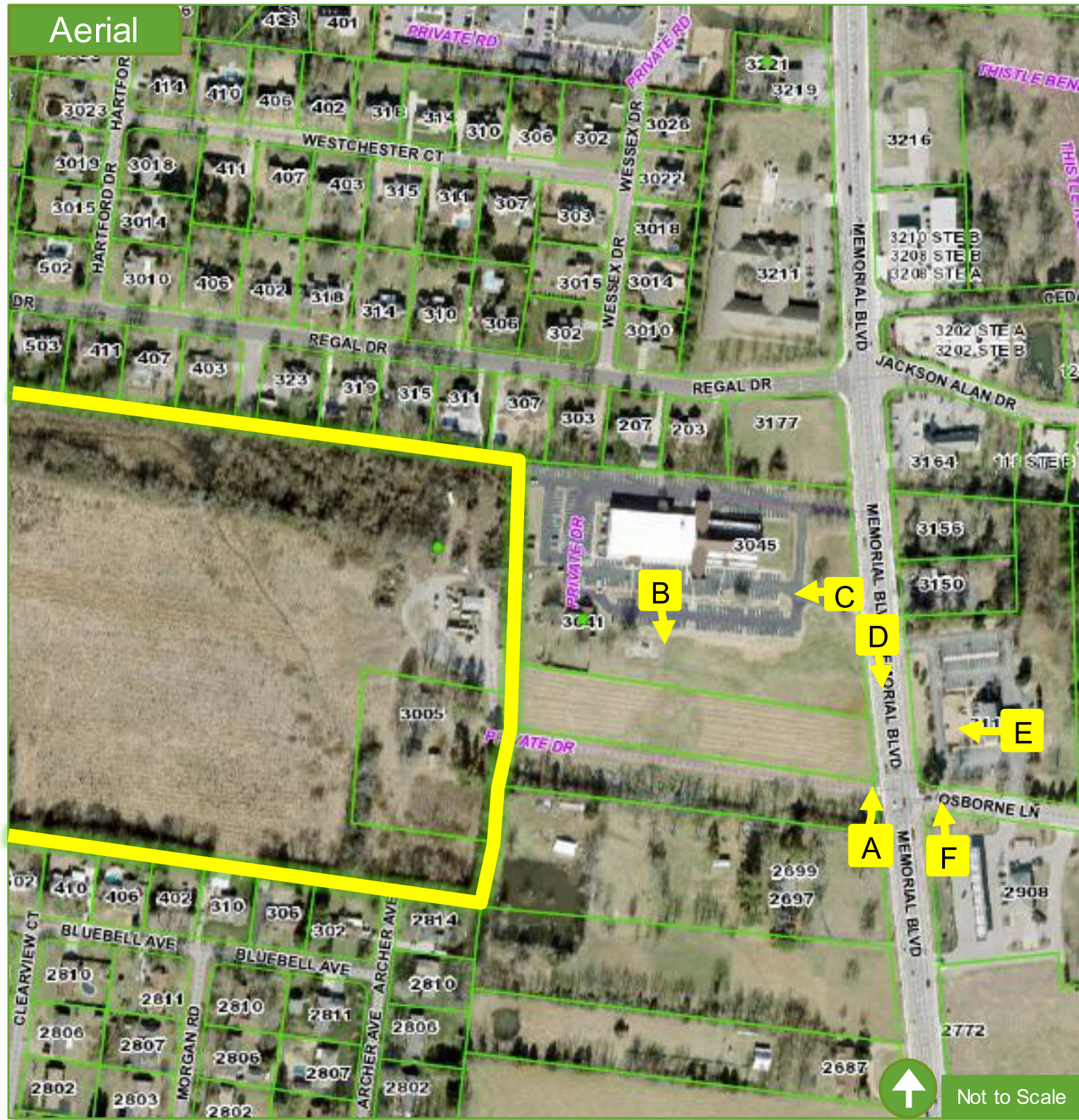
Map Summary

- Stormwater can be accessed on multiple sides of the property.
- A hydrology determination (HD) report was performed on the property. See sheet 22 for a summary.



Map Summary

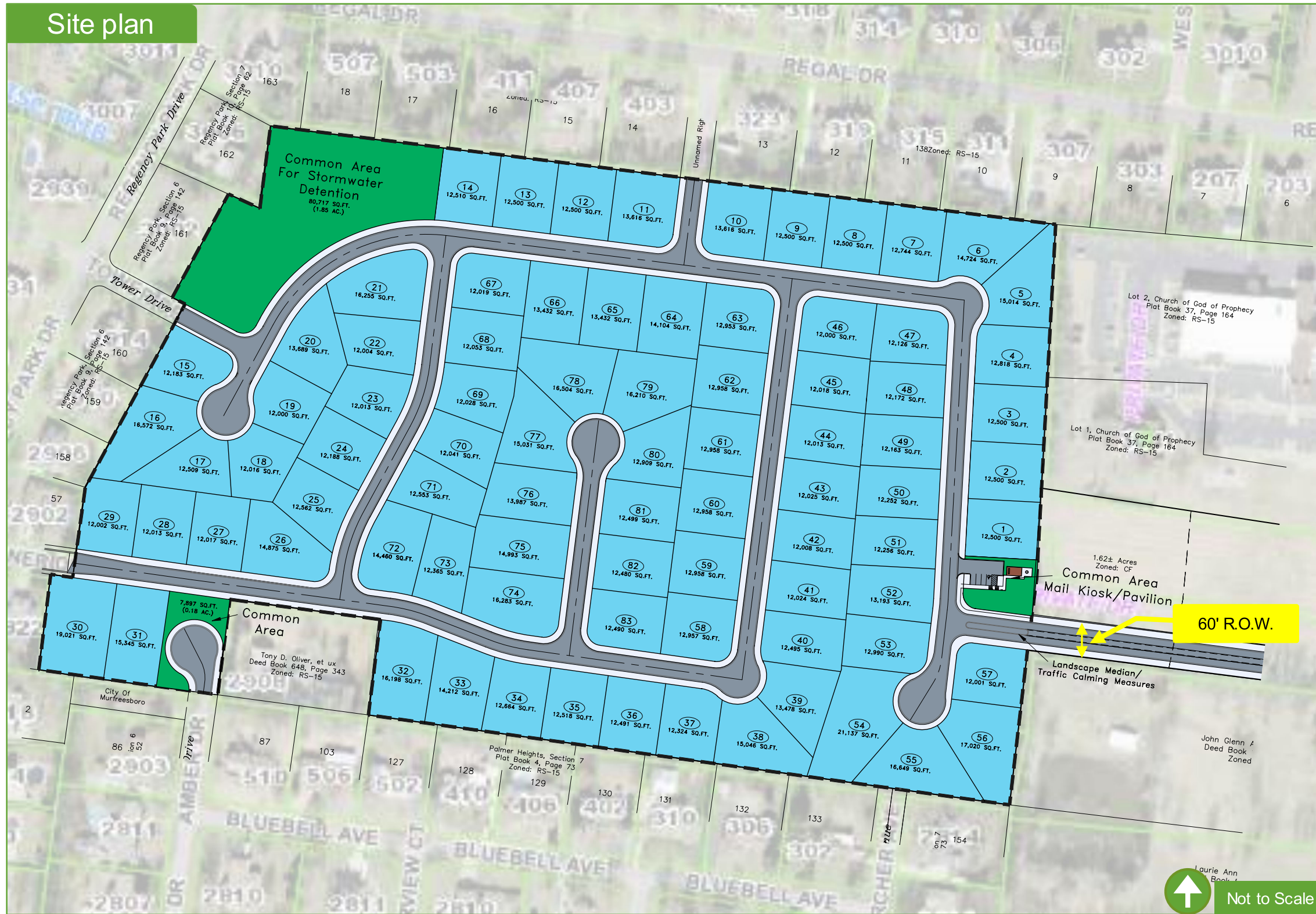
The subject property is embedded in an existing residential area on the north, west and south sides and commercial development to the east.



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



Site plan



Site Data	
➤ Acreage	34.59 Acres
➤ Units Per Acre	2.41 Acres
➤ Total Land Area	1,502,820 SF
➤ Total Open Space	99,948 SF
➤ Formal Open Space	11,334 SF
➤ Side Entry Homes	83
➤ Home Size	2,350 SF
➤ Green Space	2.29 Acres

- The project is proposed to be completed in One Phase.
- Trash pickup by city.
- An HOA will be established.

Legend

- Sites
- Green Space
- Site boundary

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

The Fuller

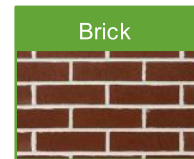
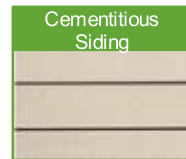


The Pinson



Building Elevations Materials

Front Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Characteristics

- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

The Roan

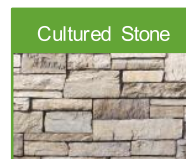
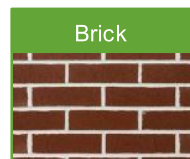


The Natchez



Building Elevations Materials

Front Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Characteristics

- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

The Burgess

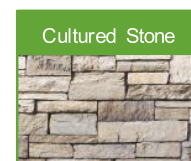
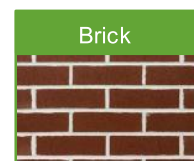
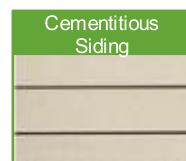


The Cumberland



Building Elevations Materials

Front Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package

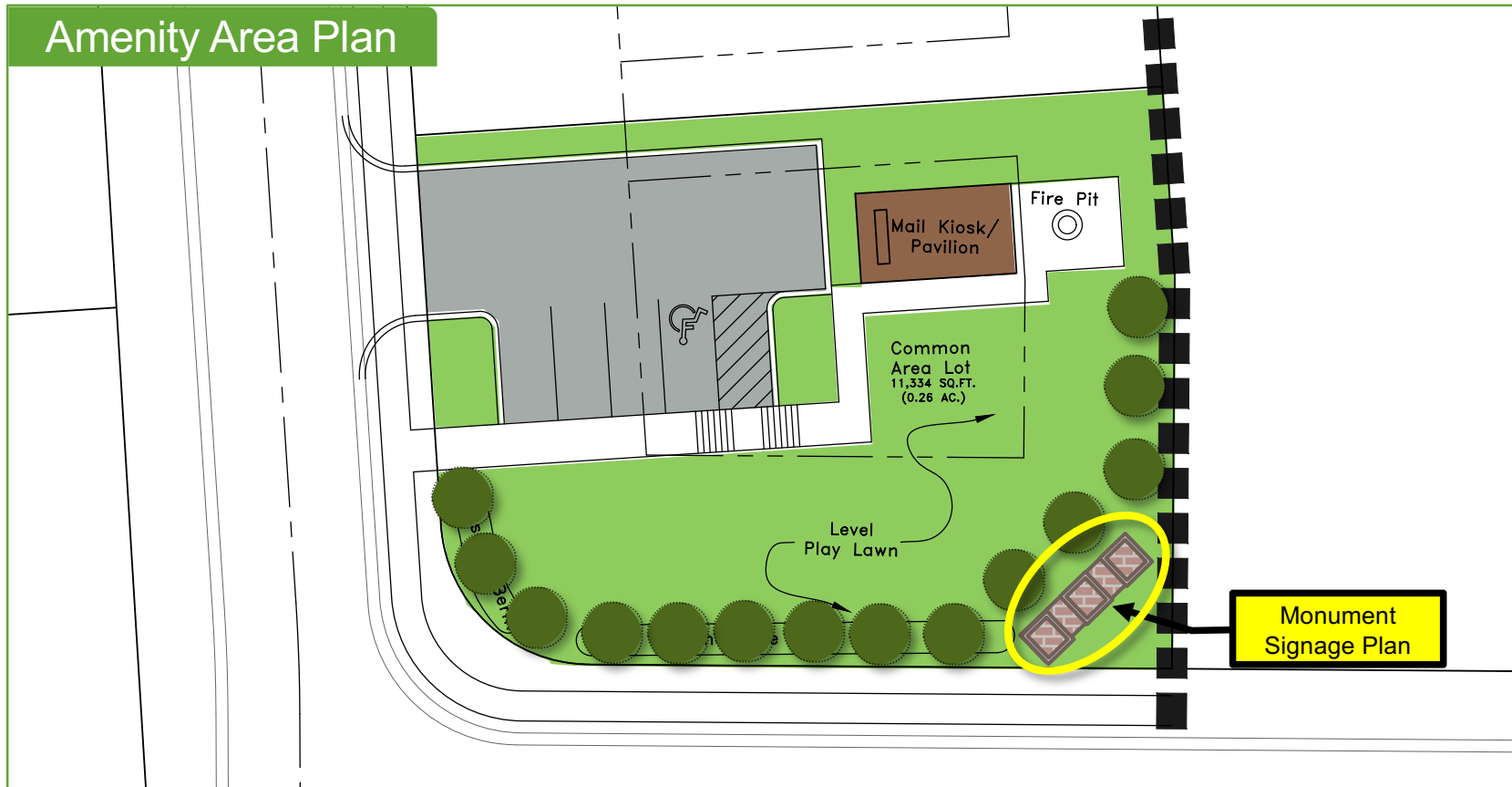


*Different colors, cuts and patterns will be allowed

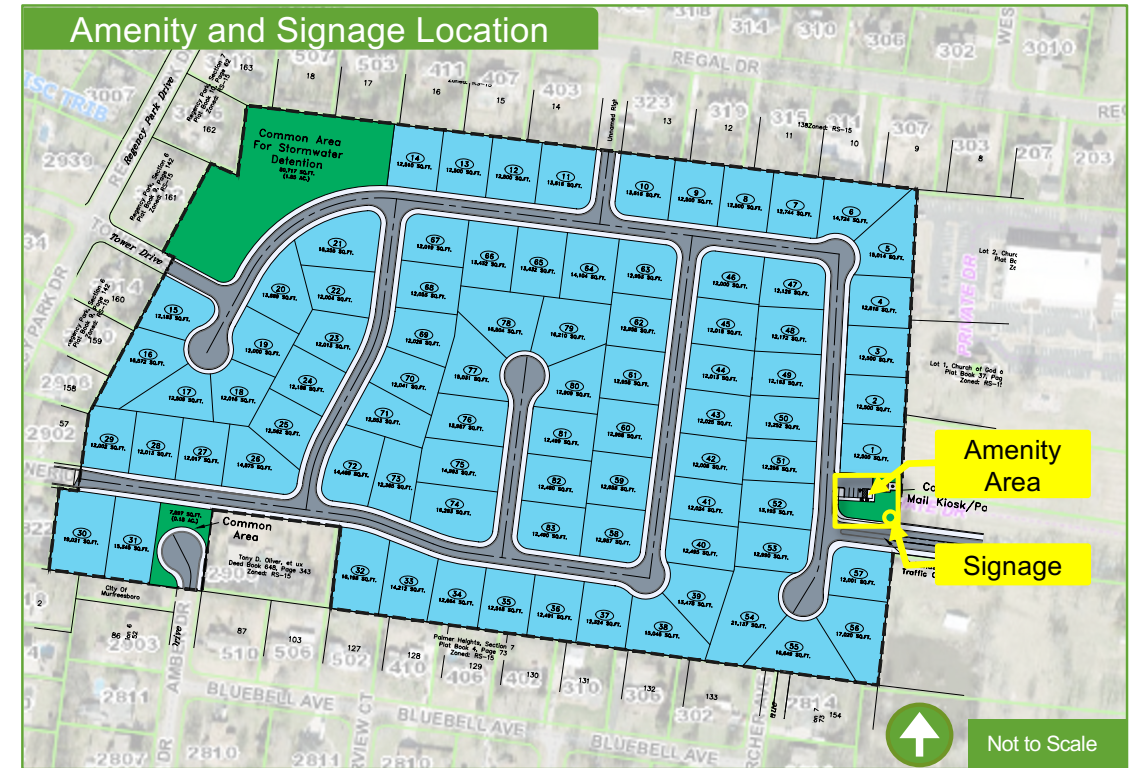
Characteristics

- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

Amenity Area Plan



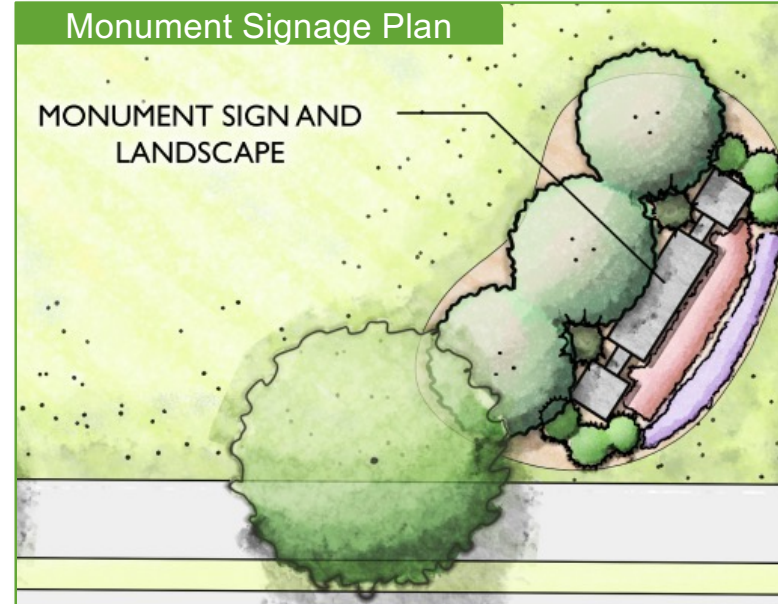
*Landscaping will not be located within the sight-distance vision triangle



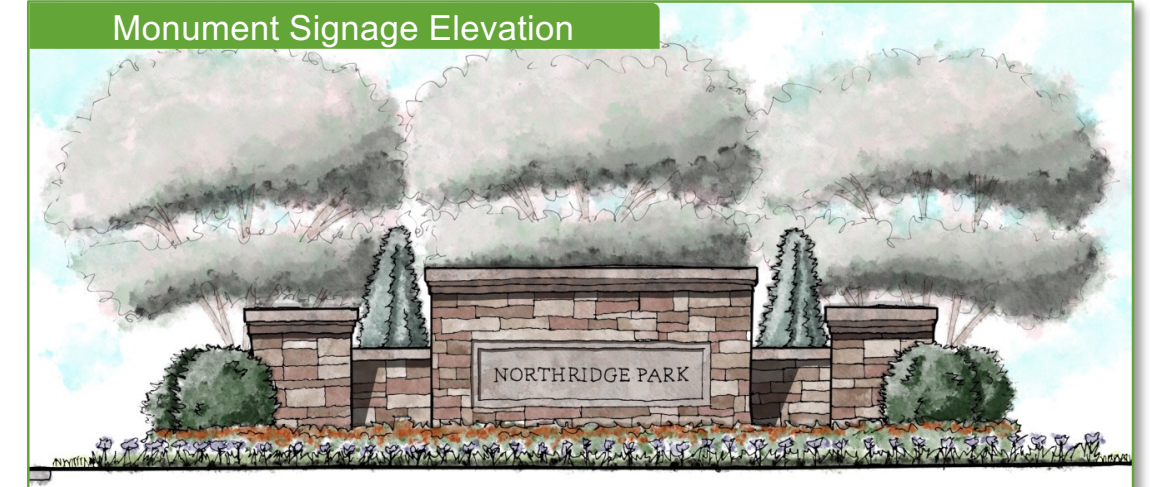
Pavilion Sample



Monument Signage Plan

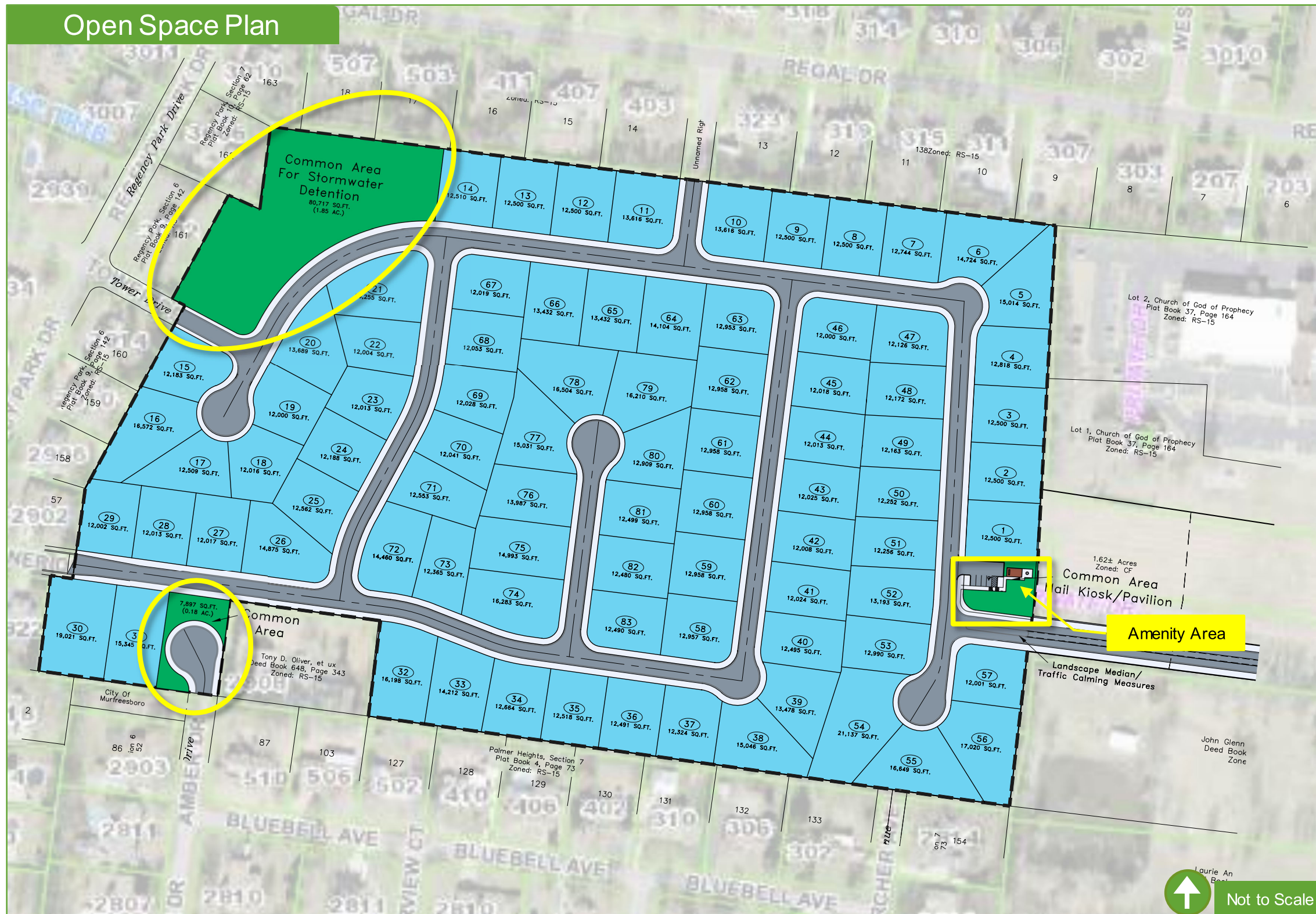


Monument Signage Elevation



HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

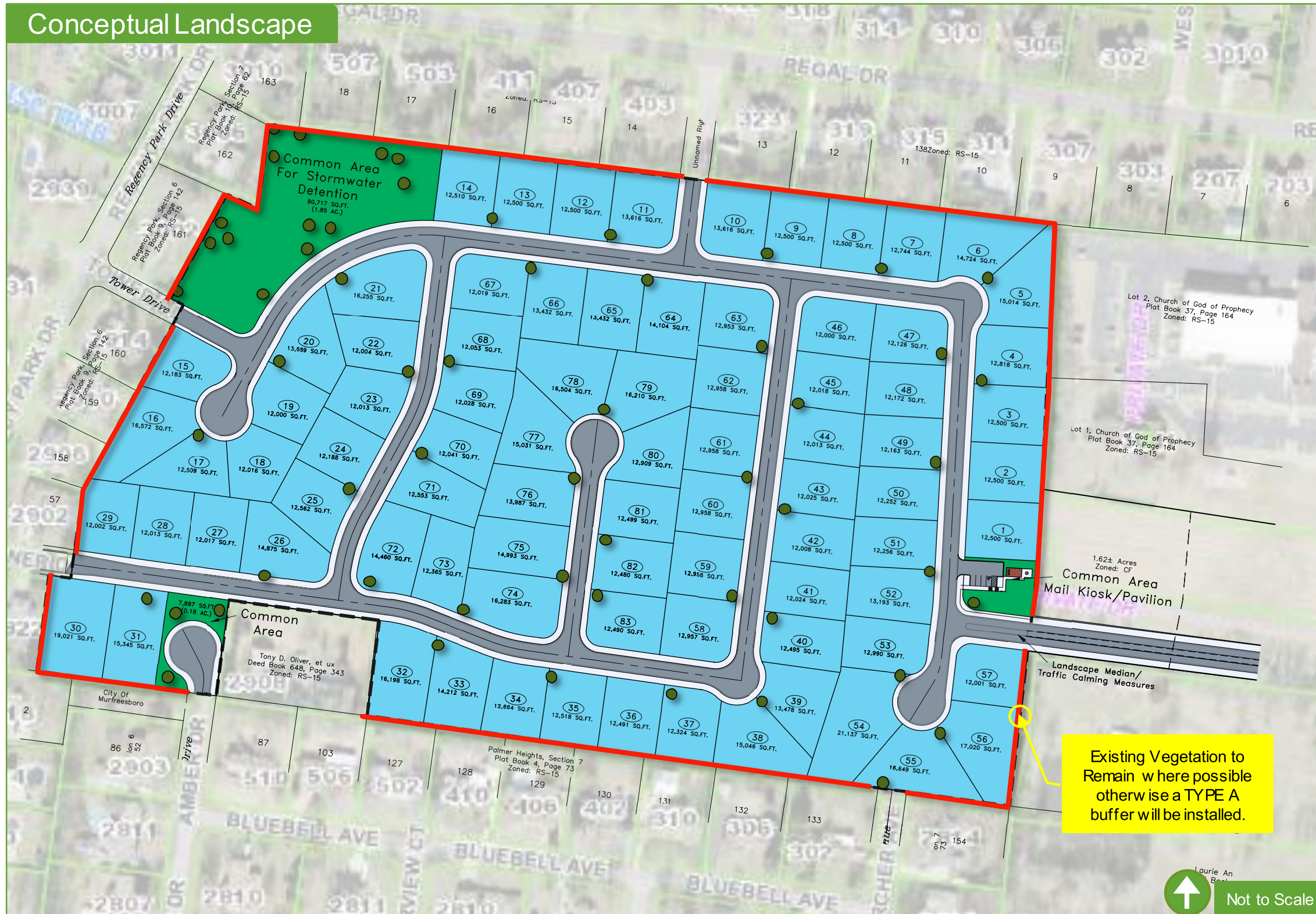
Open Space Plan



Map Summary

- Amenity Area: 11,334 Sq. Ft.
- See page 16 for detailed landscaping in Amenity Area.

Conceptual Landscape



Map Summary

- No buffer proposed.
- Existing natural vegetation to be preserved where possible.
- See page 16 for detailed landscaping in Amenity Area.
- Street tree ●

Street Tree Example

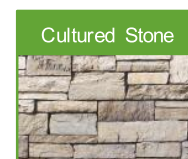
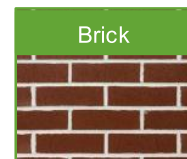
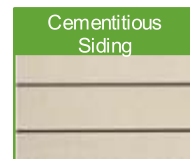


Developmental Standards

- Development will include (83) 12,000 +/- SF Lots.
- Minimum Square Footage: 2350 SF, 3 Bedrooms.
- Maximum building height of 40'-0"
- The homes will have 4 surface parking spaces and 2 garage spaces
- Solid waste will be disposed through use of trash cans stored in garages and provided by the City.
- Sidewalks will be provided on both sides of street.
- Temporary entry signage will be provided at Osborne Ln and Memorial Blvd.
- Mail delivery will be accommodated via a kiosk in the Community Pavilion.
- The garages are to meet minimum parking requirements. Parking will comply with the Murfreesboro Zoning Regulations of four parking spaces per dwelling unit.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units will be located on the side or rear of the houses.

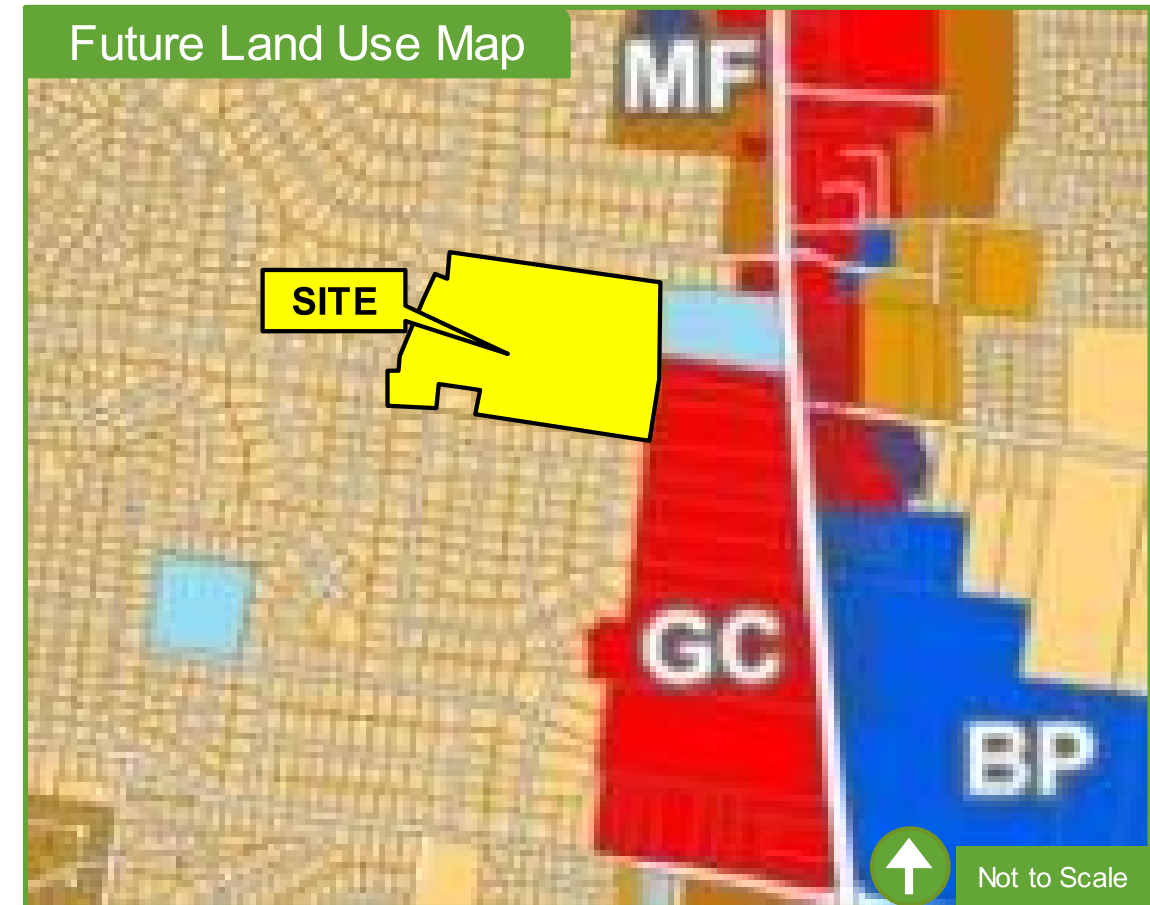
Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Future Land Use Map



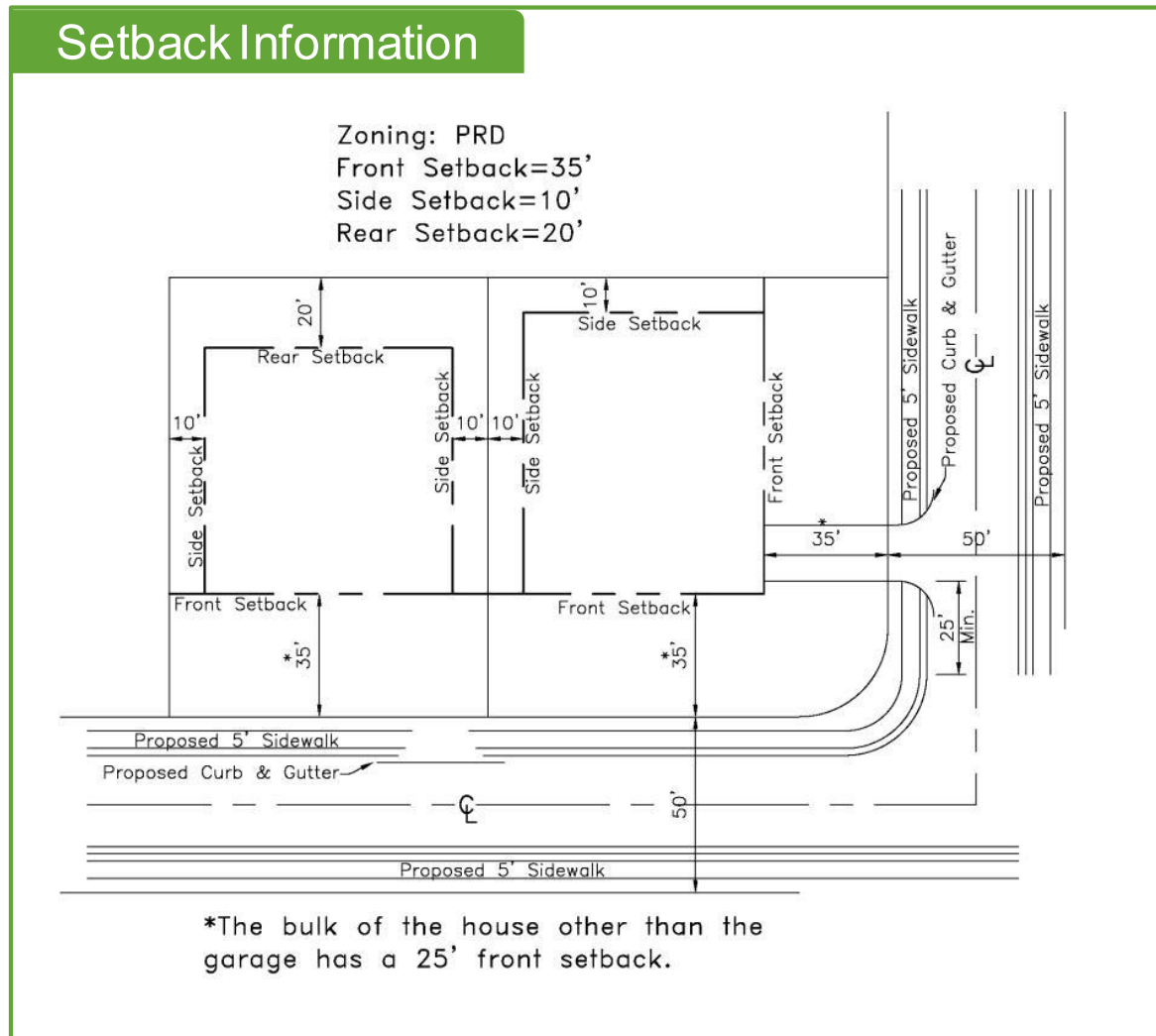
Map Summary

The adopted Future Land Use Map recommends that the subject property develop consistent with the (SR) Suburban Residential land use character. This designation recommends detached residential homes with a density of 1.0 to 4.0 dwelling units per acre. The Northridge Park development is proposing all detached homes with a density of 2.41 units per acre which is 1.59 units per acre below the maximum recommendation of the plan.

Land Requirement Table			
SETBACKS	REQUIREMENT	PROPOSED	
	RS-12	PRD	DIFF
*Front Setback	35'	25' & 35' to front Garage	-10'
Side Setback	10'	10'	
Rear Setback	25'	20'	-5'
Min. Lot Area	12000 SF	12000 SF	
Min. Lot Width	70'	70'	
Max. Height	35'	40'	+5'
Max. Gross Density	3.63	2.41	-1.22
Max. F.A.R.	NONE	N/A	
Max. L.S.R.	NONE	N/A	
Max. O.S.R.	NONE	N/A	
Max Lot Coverage	25%	33%	+8%

- *The Bulk of the house other than the garage has a 25' Front setback
- Reduced setback occurred on all side entry garage lots to Maximise flexibility in home designs

Site Data	
> Total Land Area	1,502,820 SF
> Total Open Space	99,948 SF
> Formal Open Space	11,334 SF

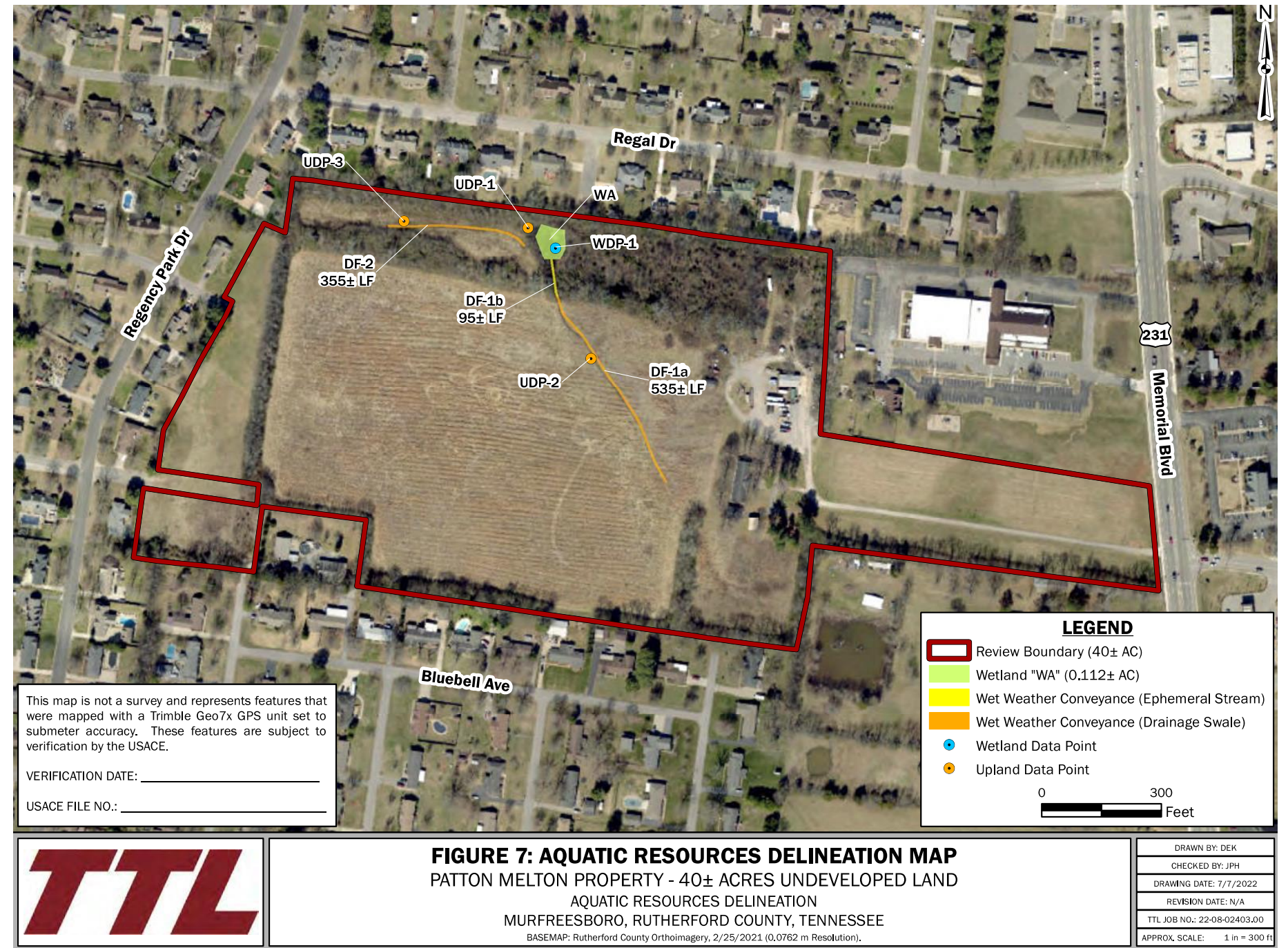


City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on Sheet 4-6.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; [Shown in pattern book Sheet, 3-8.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; [Shown in pattern book Sheet, 9-11.](#)
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; [Shown in pattern book Sheet 12.](#)
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; [Shown in pattern book Sheets 12.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [See sheet 19.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [The PRD will be constructed in one phase.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; [An HOA will be established.](#)
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; [Exception #1 A reduction in the front setback of 10', Exception #2 A reduction in the rear setback of 5'. Exception #3: An Increase in maximum height of 5'. Exception #4: An increase in lot coverage of 8%. Exception # 5: Archer Drive will terminate as it currently does. City Standards Regulations required that all stub-streets be extended or properly terminated in a cul-de-sac.](#)
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [The project is not within any overlays.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [The subject property is not influenced by the Major Thoroughfare Plan, however, the project will connect to the Osborne Lane and Memorial Boulevard intersection and will provide excellent cross connectivity to the adjacent neighborhoods to the south, west, and north.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [See Sheet 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [See Sheets 13-15.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: [A masonry community sign consistent with the elevation of the homes is proposed.](#)

Report Summary

- Wetlands – One wetland (WA) was identified in the woods within the north-central portion of the area of review. WA is within a closed depression which appears to have formerly been a manmade pond. No surface water or saturation was observed within WA during our fieldwork. No apparent surface connection was observed between the WA and the downgradient DF-2 channel.
- Watercourses – Three (3) watercourses were identified within the area of review during our fieldwork. DF-1a and DF-1b collectively comprise a single watercourse that directs surface flow to the northwest towards WA. DF-1a comprises the upper portion of the watercourse (535 LF) and is primarily a drainage swale within an overgrown field. DF-1a originates within the southeast portion of the area of review and transitions to DF-1b within the woods at the northern portion of the area of review. DF-1b has a more defined channel and directs surface flow into WA. DF-2 directs surface flow to the west through the northwest portion of the area of review. Similar to DF-1a, DF-2 is primarily a drainage swale with ill-defined morphology. DF-2 disappears prior to reaching the western property boundary. No surface water was observed within any of the watercourses on the day of our fieldwork.



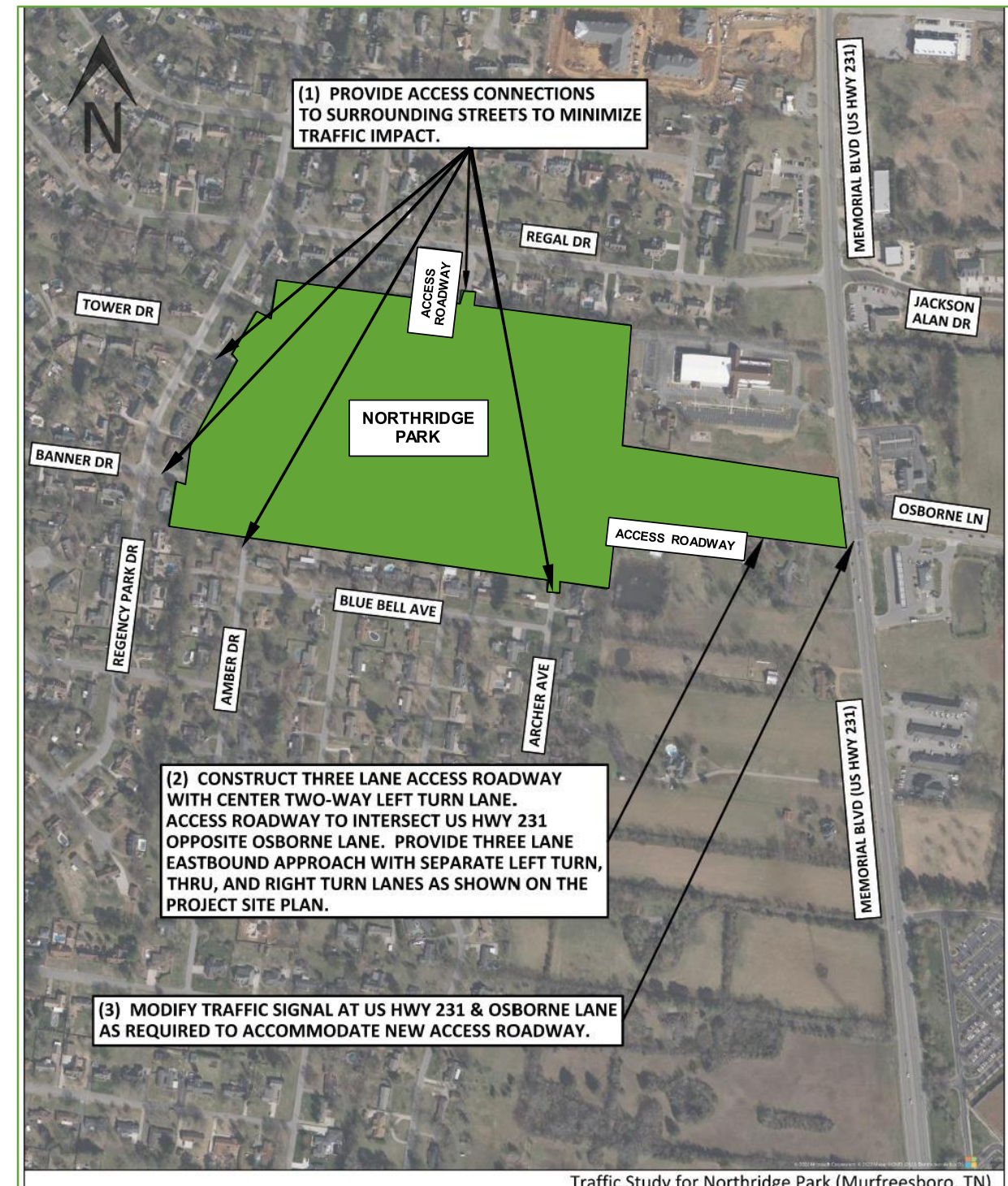
Report Summary

6. CONCLUSIONS AND RECOMMENDATIONS

The analyses presented in this study indicate that the traffic generated by the proposed Northridge Park residential development can be supported by the existing roadway network with the following recommended improvements, which are illustrated in Figure 8:

1. As indicated on the conceptual site plan provided by Huddleston-Steele Engineering, provide access connections for the project to surrounding streets to minimize traffic impact.
2. Construct a three-lane Access Roadway with a center two-way left turn lane from the project site to its intersection with Memorial Boulevard, opposite Osborne Lane. Provide a three-lane eastbound approach at this intersection, with separate left turn, through, and right turn lanes, as shown on the project site plan.
3. Modify the traffic signal at Memorial Boulevard and Osborne Lane as required to accommodate the new Access Roadway.

In conclusion, with the implementation of the improvements recommended above, the trips generated by the Northridge Park residential development are not expected to have a significant impact on the traffic operations in the area.



ORDINANCE 23-OZ-27 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Brightland Homes, applicant, [2023-405].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

SEAL



**Area rezoned
from RS-15 to PRD**

RM-16

Ordinance 23-OZ-27

RS-15

RS-15

CL

CH

CH

RS-15

CF

CH

RS-15



COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Zoning for property along Emery Road
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 16.3 acres located along Emery Road.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

The City developed its plan of services for this area. Additionally, Jeramie Taber presented to the City a zoning application [2022-406] for 16.3 acres located along Emery Road to be zoned RS-10 (Single-Family Residential District 10) simultaneous with annexation. During its regular meeting on June 1, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On August 18, 2022, Council held a public hearing and approved this matter on First Reading. The companion annexation was approved subject to the following conditions:

- 1) Install a 20' wide emergency access drive from Laurelstone Drive to serve the existing house.;
- 2) Dedicate a temporary emergency access easement in the location of the new driveway (which can be extinguished upon the demolition of the existing house *or upon the construction of an alternative suitable emergency access to the house in conjunction with the adjacent residential development*).; and
- 3) Execute an agreement between the City, the property owners (the Watkins), and the developer prior to the annexation becoming effective that the Laurelstone Drive roadway connection will be recorded as a public right-of-way

and constructed as a public street with the first section or phase of the proposed subdivision development.

The above conditions have been satisfied, and the zoning request is now ready to be considered on second and final reading.

Council Priorities Served

Expand Infrastructure

Approval of the annexation was made subject to the street connection being made to the existing Laurelstone Drive street stub to the southeast. This will provide additional connectivity eastbound to Lascassas Pike for the adjacent neighborhoods.

Improve Economic Development

This rezoning will enable the development of approximately 35-40 single-family residential lots with a minimum lot size of 10,000 square-feet. Council has previously conveyed the importance of homeownership and of increasing the City's inventory of single-family residential detached homes.

Attachments:

1. Ordinance 22-OZ-22
2. Development Agreement
3. Temporary Emergency Access Easement Document

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into by and between the City of Murfreesboro, a Tennessee Municipal Corporation (the “City”); Walter C. Watkins Jr., Trustee of the Annie Watkins Family Emery Road Trust dated April 21, 2021; Patricia Watkins Stallings, Kenisha LaKale Malone, and Keith D. Watkins, Trustees of The Samuel Watkins Family Emery Road Trust dated May 25, 2021 (collectively, “Owners”); and Jeramie Taber (“Developer”).

WITNESSETH:

WHEREAS, Owners currently own two tracts of property located along Emery Road in Rutherford County, Tennessee, being identified as Tax Map and Parcel 068-126.00 (the “Southern Tract”) and 068-126.01 (the “Northern Tract”; collectively the “Property”); and

WHEREAS, Owners and Developer have petitioned the City to annex the Property into the City limits and to simultaneously zone the Property for residential development; and

WHEREAS, as a condition to annexation, the City requires Owners to install, or cause to be installed, and dedicate a temporary access easement for an emergency access drive connecting the Southern Tract with Laurelstone Drive in order to provide emergency services to the residence located on the Southern Tract; and

WHEREAS, as a further condition to annexation, the City requires Developer to construct and install certain public street improvements on the Southern Tract which will provide connectivity for the Property via a public street between the Southern and Northern Tract out to Laurelstone Drive on a permanent basis prior to the commencement of vertical construction on the Northern Tract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above Recitals are hereby incorporated into and made a part of this Agreement, each and every Recital being an essential element of the mutual understanding of the parties.
2. Prior to, and as a condition of, annexation of the Property, Owners and/or Developer shall have installed, or caused to be installed, a twenty-foot wide emergency access drive from the

existing terminus of Laurelstone Drive to the existing residence on the Southern Tract. Said access drive shall be kept clear of overgrowth, debris, and/or other obstructions. Owners may install a gate or other access control; provided that said gate or access control shall be accessible to all emergency service vehicles by way of remote control to the same extent as provided in Tenn. Code Ann. § 13-8-101, et seq.

3. Simultaneously with the construction of the above-referenced emergency access drive, Owners and/or Developer shall have dedicated a temporary access easement to the City for the area comprising the emergency access drive. Said easement dedication shall be in a form approved by the City Attorney. Costs for preparation of said easement and recording of the same shall be the responsibility of Developer.
4. As part of the first section or phase of the development of the Northern Tract and/or the Property as a residential subdivision, Owners and/or Developer shall dedicate and Developer shall construct a permanent public street right-of-way connecting the contemplated development on the Northern Tract with the existing terminus of Laurelstone Drive (the "Connector ROW"). Said construction shall in all respects conform to the City's Street Design Specifications in effect at the time of construction and shall be ready to accept public traffic prior to the signing of the final plat for the first section or phase of the development of the Northern Tract and/or Property.
5. Prior to the permitting or commencement of any work contemplated by this Agreement, Developer shall provide surety for the estimated cost of Developer's roadway and drainage work for the Connector ROW as detailed in this Agreement to ensure proper completion in a form and amount satisfactory to the City. This surety is separate from any surety required by the City from Developer as a part of the subdivision process and any final plat. This surety may be reduced by up to 75% of the estimated construction cost of the Connector ROW upon acceptance of Developer's work by the City Engineer. The remaining 25% surety balance shall remain in effect for a period of 3 years following acceptance by the City Engineer as a maintenance and warranty surety. Following this 3-year period and upon final acceptance of Developer's work by the City Engineer, including any identified maintenance and warranty repairs, the surety shall be released by the City and Developer's construction obligations under this Agreement shall be complete.

11. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of Developer hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer will not release Developer from its obligations hereunder.
13. In the event of a dispute, the parties agree to negotiate in good faith to attempt to resolve the matter. In the event of litigation, the laws of the State of Tennessee shall apply, and venue shall be in the Courts of Rutherford County, Tennessee. In such event, the substantially prevailing party shall be entitled to recover, in addition to any other monetary or equitable recovery, its reasonable attorney fees.
14. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
15. **This Agreement shall not be effective as to the City unless and until it is expressly approved by the Murfreesboro City Council.**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to sign.

[Signatures appear on the following page.]

CITY OF MURFREESBORO:

By: _____
Shane McFarland, Mayor

Date: _____
ATTEST:

Jennifer Brown, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

ANNIE WATKINS FAMILY EMERY
ROAD TRUST DATED APRIL 21, 2021

By: *Walter C Watkins* dotloop verified
08/17/22 4:39 PM CDT
YHL5-NWSQ-TX6I-IZ05
Walter C. Watkins Jr., Trustee

Date: _____

SAMUEL WATKINS FAMILY EMERY
ROAD TRUST DATED MAY 25, 2021

By: *Patricia Stallings* dotloop verified
08/17/22 5:33 PM EDT
TZOT-3A7G-ONMY-MWMS
Patricia Watkins Stallings, Trustee

Date: _____

By: *Kenisha LaKale Malone* dotloop verified
08/17/22 8:18 PM EDT
TYUY-ZFWB-1YFS-UF7N
Kenisha LaKale Malone, Trustee

Date: _____

By: *Keith Watkins* dotloop verified
08/17/22 4:58 PM CDT
ZPOG-U3ZL-JKEA-JGSK
Keith D. Watkins, Trustee

Date: _____

Jeramie Taber dotloop verified
08/17/22 4:31 PM CDT
KSMQ-ZI22-WSWW-BNP3

Jeramie Taber

Date: _____

This Instrument Prepared By:
Roman S. Hankins
Assistant City Attorney
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Tax Map 068 Parcel 126.00

TEMPORARY ACCESS EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcels of land are a part, the undersigned, **Patrica Watkins Stallings, Kenisha LaKale Malone, Keith D. Watkins, Trustees of the SAMUEL WATKINS FAMILY EMERY ROAD TRUST** (hereinafter referred to as "Grantors") have this day bargained and sold and do hereby transfer unto said **CITY OF MURFREESBORO**, a municipal corporation located in Rutherford County, Tennessee, (hereinafter referred to as "Grantee"), its successors and assigns, a non-exclusive, Temporary access easement in, upon, along, over, under, through and across the parcel described below, together with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of emergency service access across and to the property of Grantors. Said parcel is located in Rutherford County, State of Tennessee, substantially as shown on the attached **Exhibit A** and is more particularly described as follows:

TEMPORARY ACCESS EASEMENT:

Located in the 7th Civil District of Rutherford County, Tennessee. Bound on the north, south, and west by remaining property of Samuel Watkins Family Emery Road Trust (Record Book 2087, Page 3624); and on the east by Laurelstone Drive.

Beginning at a point in the west line of Laurelstone that is a northeast corner of this easement; thence S07°37'05"W, 22.56 feet to a point; thence along a north line of the remaining property of the Samuel Watkins Family Emery Road Trust N71°51'52"W, 68.66 feet to a point; thence along said line N34°27'20"W, 62.60 feet to a point; thence S86°37'36"W, 56.21 feet to a point; thence N35°00'47"W, 27.85 feet to a point; thence along a south line of the remaining property of the Samuel Watkins Family Emery Road Trust N66°48'22"E, 39.88 feet to a point; thence along said line N82°45'22"E, 31.13 feet to a point; thence S72°14'28"E, 57.01 feet to a point; thence along a west line of said remaining property S10°16'43"W, 32.19 feet to a point; thence along a south line of said remaining property thence S55°42'00"E, 72.23 feet to The Point of Beginning containing, 0.16 acres, more or less.

Grantors' source of title being instrument of record at Record Book 2087, Page 3624, Register's Office for Rutherford County, Tennessee.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns. Said easement shall continue in full force and effect in favor of Grantee until such time as Grantor or its successor or assign shall dedicate and convey a permanent public right-of-way comprising and/or encompassing the easement area.

Grantors covenant that they are lawfully seized and possessed of said parcel of land; that they have a good and lawful right to transfer and convey said easement; and that said parcel of land is unencumbered, except for applicable zoning regulations and as otherwise set forth herein.

Grantors further covenant and bind themselves, their heirs, successors and assigns forever to warrant and defend the title to said easement unto said Grantee, its successors and assigns, against the lawful claims of all persons.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS, this 18 day of Sept, 2023

Patricia Watkins Stallings
PATRICIA WATKINS STALLINGS, TRUSTEE

STATE OF TN
COUNTY OF Rutherford ss

Personally appeared before me, the undersigned notary public, **PATRICIA WATKINS STALLINGS, Trustee of the Samuel Watkins Family Emery Road Trust**, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 18th day of September, 2023

Kristy LeBlanc
NOTARY PUBLIC

My Commission Expires: 8/21/27

(SEAL)



Keith D. Watkins
KEITH D. WATKINS, TRUSTEE

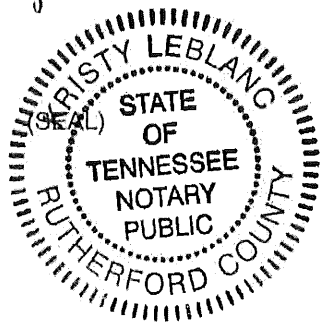
STATE OF TN
COUNTY OF Rutherford ss

Personally appeared before me, the undersigned notary public, KEITH D. WATKINS, Trustee of the Samuel Watkins Family Emery Road Trust, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing Instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 18th day of September, 2023

Kristy LeBlanc
NOTARY PUBLIC

My Commission Expires: 8/21/27



Kenisha Lakale Malone
KENISHA LAKALE MALONE, TRUSTEE

STATE OF Pennsylvania
COUNTY OF Allegheny ss

Personally appeared before me, the undersigned notary public, KENISHA LAKALE MALONE, Trustee of the Samuel Watkins Family Emery Road Trust,, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 19th day of September, 2023

Jennifer Parknavy
NOTARY PUBLIC

My Commission Expires: 2/5/25 (SEAL)

Commonwealth of Pennsylvania - Notary Seal
Jennifer Parknavy, Notary Public
Allegheny County
My commission expires February 5, 2025
Commission number 1246413
Member, Pennsylvania Association of Notaries

ORDINANCE 22-OZ-22 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 16.3 acres along Emery Road as Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Jeramie Taber, applicant [2022-406].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Single-Family Residential Ten (RS-10) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

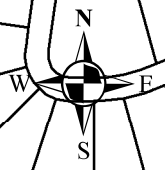
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 22-OZ-22

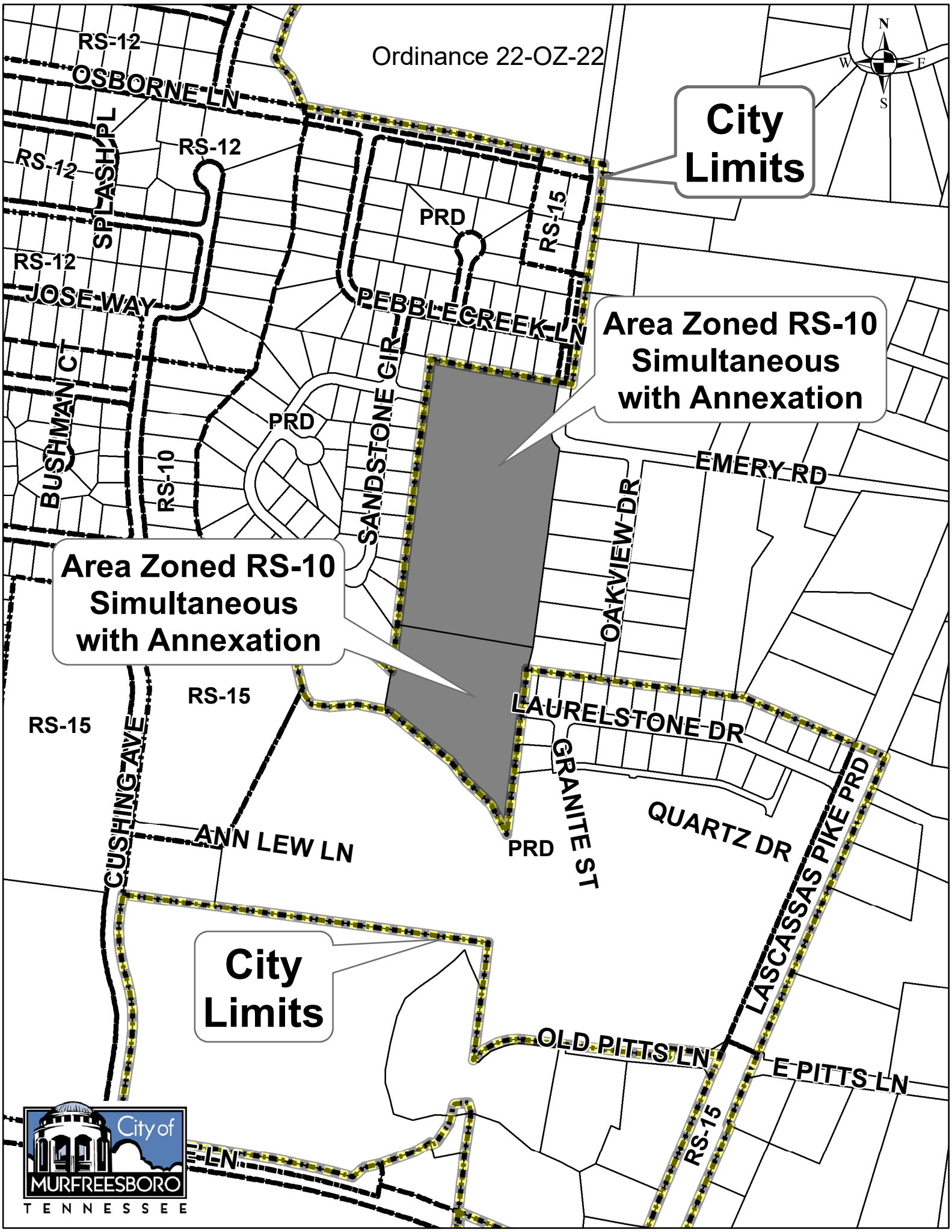


City Limits

Area Zoned RS-10 Simultaneous with Annexation

Area Zoned RS-10 Simultaneous with Annexation

City Limits



COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Schools Budget Amendment #2

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Schools budget amendment # 2 to the FY24 General Purpose Schools and School Federal Projects funds to appropriate additional funds received after the FY24 budgets were approved in June 2023.

Staff Recommendation

Approve Resolution 23-R-26 amending the FY24 General Purpose Schools and School Federal Projects budgets as presented.

Background Information

School Federal Projects Fund:

On August 22, 2023, the MCS Board approved two budget amendments to the FY24 School Federal Projects fund to recognize new revenue.

1) Budget an additional \$18,051 in Title III-A funds for a total allocation of \$192,714. Funds will be used to hire a half-time Arabic multilingual liaison, and to provide a cell phone, supplies, staff development and increase indirect costs.

2) Budget the FY24 Title IX McKinney-Vento federal grant of \$63,054. The grant will fund the salary and benefits for the District's Student Transition liaison to support students experiencing homelessness. Additional funding will be used for a cell phone, local mileage, supplies, staff development and indirect costs.

General Purpose Schools Fund:

On September 5, 2023, the MCS Board approved the final FY23 Safe Schools grant carryover amount of \$19,099 to the General Purpose Schools fund. Revenues will be used to purchase additional security cameras. This is the final amendment to close the grant. The Safe Schools grant was rolled into FY24 TISA funding and is separate from the new Public School Security grant that was allocated to Districts during the 2023-2024 school year.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

The budget amendments recognize new FY24 revenues and expenditures with no change to fund balance.

Attachments

1. Resolution 23-R-26
2. Exhibit A: MCS Budget Amendment # 2

RESOLUTION 23-R-26 amending the Fiscal Year 2024 (hereafter "FY2024") Murfreesboro City Schools Budget (2nd Amendment).

WHEREAS, the City Council adopted Resolution 23-R-15 on June 8, 2023 to implement the FY2024 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2024 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2024 Murfreesboro City Schools as adopted by the City Council is hereby revised as shown on attached Exhibit A.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (#2)

BOE Approval 8/22/2023
 Exhibit A to Resolution 23-R-26

Schools Federal Projects Fund 142
 Fiscal Year 2023-2024

Title III-A ACCOUNT DESCRIPTION	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title III-A	174,663	192,714	18,051
<hr/>			
Total Increase in Revenues	\$ 174,663	\$ 192,714	\$ 18,051
<hr/>			
<u>Expenditures</u>			
Title III-A			
Other Salaries & Wages	106,035	118,335	12,300
Social Security	6,535	7,337	802
Medical Insurance	38,100	38,500	400
Medicare	1,530	1,716	186
Communication	-	2,000	2,000
Travel	1,400	2,000	600
Other Supplies & Materials	1,873	2,267	394
In-Service/Staff Development	1,855	2,924	1,069
Indirect Cost	3,300	3,600	300
<hr/>			
Total Increase in Expenditures	\$ 160,628	\$ 178,679	\$ 18,051
<hr/>			

CHANGE IN FUND BALANCE (CASH)

-

This amendment budgets an additional allocation of \$18,051 in Title III-A funds. The original budget was approved in April 2023 based on preliminary allocations. The additional funds will add .5 FTE Arabic Liaison labor and benefits as well as additional costs for a cell phone, supplies and materials, staff development and Indirect Cost.

Murfreesboro City Schools Budget Amendment (#2)

BOE Approval 8/22/2023
 Exhibit A to Resolution 23-R-26

Schools Federal Projects Fund 142
 Fiscal Year 2023-2024

Title IX McKinney-Vento Grant			BUDGET		
ACCOUNT DESCRIPTION	AS PASSED OR	AMENDED	PREV AMENDED	BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>					
Title IX McKinney-Vento	-			63,504	63,504
<hr/>					
Total Increase in Revenues	\$	-	\$	63,504	\$ 63,504

<u>Expenditures</u>					
Title IX McKinney-Vento				45,000	45,000
Other Salaries & Wages	-			2,850	2,850
Social Security	-			5,500	5,500
Retirement	-			120	120
Life Insurance	-			290	290
Medical Insurance	-			700	700
Dental Insurance	-			460	460
Medicare	-			600	600
Communication	-			300	300
Travel	-			5,000	5,000
Other Supplies & Materials	-			1,900	1,900
In-Service/Staff Development	-			784	784
Indirect Cost	-				
<hr/>					
Total Increase in Expenditures	\$	-	\$	63,504	\$ 63,504

CHANGE IN FUND BALANCE (CASH) \$ -

To budget the FY24 Title IX McKinney-Vento federal grant. The allocation of \$63,504 will fund the labor and benefits for the Students in Transition Liaison as well as phone, travel, supplies and materials, staff development and Indirect Costs.

Murfreesboro City Schools Budget Amendment (#2)

BOE Approval 9/5/2023
 Exhibit A to Resolution 23-R-26

General Purpose Schools Fund 141
 Fiscal Year 2023-24

Safe Schools Grant - Final

ACCOUNT DESCRIPTION	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
State of TN - Safe Schools Grant	-	19,099	19,099
Total Increase in Revenues	\$ -	\$ 19,099	\$ 19,099
<u>Expenditures</u>			
Maintenance of Plant - Equipment	\$ 5,000	\$ 24,099	\$ 19,099
Total Increase in Expenditures	\$ 5,000	\$ 24,099	\$ 19,099
CHANGE IN FUND BALANCE (CASH)			-

To budget the Safe Schools grant carryover to purchase additional security cameras. This is the final amendment to close the grant. No impact to fund balance since this is a reimbursement grant.

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Submission of Application of the Federal Contract Tower Program

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Submit application to the Federal Aviation Administration to participate in the Federal Contract Tower Program

Staff Recommendation

Approval to complete application and submit request to participate in the Federal Contract Tower Program for the Murfreesboro Municipal Airport.

Background Information

Over the last several years the Airport has experienced a significant growth in aircraft operations. The Airport Commission has invested in technology, contracted consultant services, developed Standard Operating Procedures, coordinated with the FAA and Tennessee Aeronautics Division, and worked with its Commercial Operators as well as its based customers to address complaints that it has received from pilots as well as neighbors.

Quadrex Aviation studied the Airport’s qualifications for a federal program that provides contract air traffic services. The results of the study determined that the Airport qualifies to apply for the FAA program. Several models were used in the cost/benefit analysis relative to Smyrna and John C. Tune airports. The studies validated with and without MTSU flight training at the airport. Air traffic control services would provide enhanced services at the Airport and benefit the City’s economic development initiatives.

The cost of tower, including required studies and reports, through construction is \$7m to \$9m over several years. FAA assists with 90% of the cost and will pay for the salaries for the five or six Air Traffic Controllers for 12 to 14 hours per day. The timeline from submitting an application to having a fully operational air traffic control tower could be three to five years. A number of preliminary studies must be completed followed by design work and final construction. This construction would have very little impact daily operations of the airport.

Council Priorities Served

Expand infrastructure

Approval to participate in the Federal Contract Tower program would provide a tremendous opportunity to continue to enhance the capabilities and services the Airport

provides the community.

Fiscal Impact

None.

Attachments

1. Summary of Federal Contract Tower study
2. Results from Stakeholder and Based Customer Survey

An aerial photograph of the Murfreesboro Municipal Airport, showing runways, taxiways, and various airport buildings. The surrounding area includes residential neighborhoods and commercial developments. The text "Developing a New ATCT at Murfreesboro Municipal Airport" is overlaid in the center of the image.

Developing a New ATCT at Murfreesboro Municipal Airport

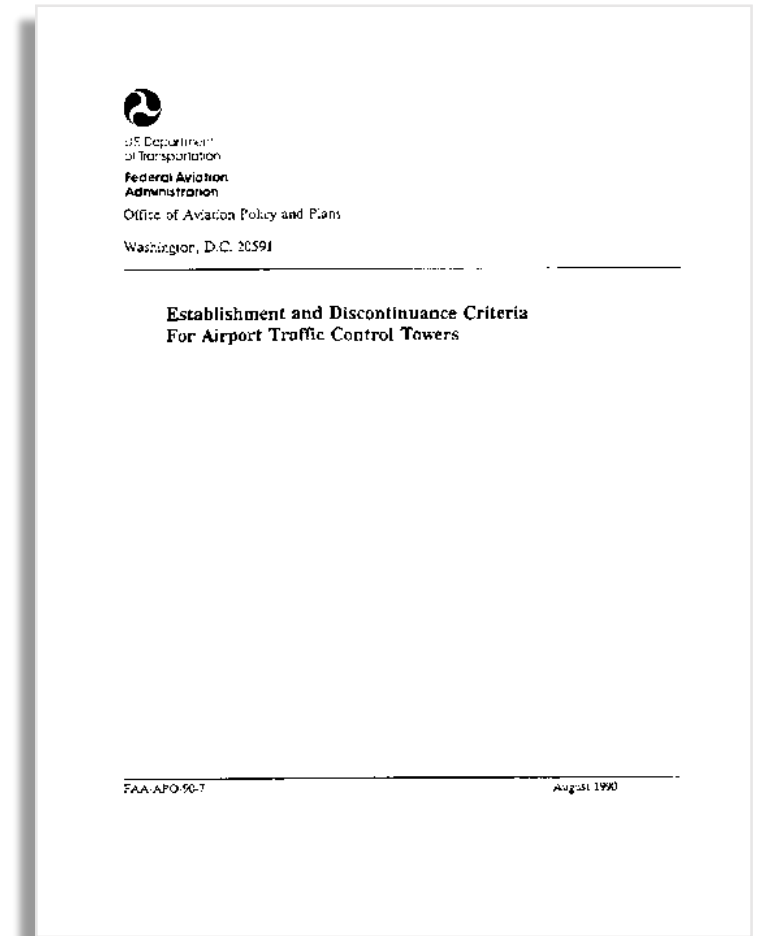
FCT Background

- Original “Contract Tower” program began in 1982 with Sponsors seeking reimbursement for labor to operate ATCTs closed by 1981 PATCO strike
- Low costs of operating “sole-source” towers caught FAA’s attention as possible means to contract out low activity (Level 1 VFR) ATCTs currently staffed by FAA controllers
- FAA initiated Federal Contract Tower (FCT) program in 1994 with 93 FAA Level 1 VFR and 27 sole source ATCTs operated by 3 regional contractors.
- FAA never intended to grow the FCT program, however Congress agreed to fund the operation of new ATCTs if they can demonstrate a minimum benefit-to-cost ratio of 1.0 or better. (142 new ATCTs added since 1995)



Benefit/Cost Analysis

- FAA uses Benefit/Cost (B/C) analysis specific to control towers to make determination
- FAA Report APO 90-7 sets rationale and methodology
- Calculated using FAA & local data
- Benefit side of the B/C equation:
 - Mid-air collisions avoided
 - Preventable accidents (runway incursions)
 - Flight efficiencies (airspace/traffic pattern)
- Cost Side of the B/C Equation
 - Annual ATC operational costs (labor)
 - FAA direct expenses (data/communications)
- Anticipates 15-year return on investment



Benefit/Cost Analysis (con't)

- Benefit Variables (Values) – People & Property “at-risk”
- Average Number of Occupants (Passenger/Crew)
 - Life value = \$12.5 million per person (OMB)
 - Serious injury = \$3.1 million per person
- Average Value of Aircraft (Safety Benefit)
 - Composite fleet mix
 - National fleet (hours flown)
 - National fleet (aircraft types)
 - Based aircraft (local ops only)
- Average Value of Time (Efficiency Benefit)
 - Flight time (composite of A/C operating costs including crew)
 - Passenger delays= \$48.05/hr



Benefit/Cost Analysis (con't)

BCA \geq 1.0 required to qualify as “Candidate”

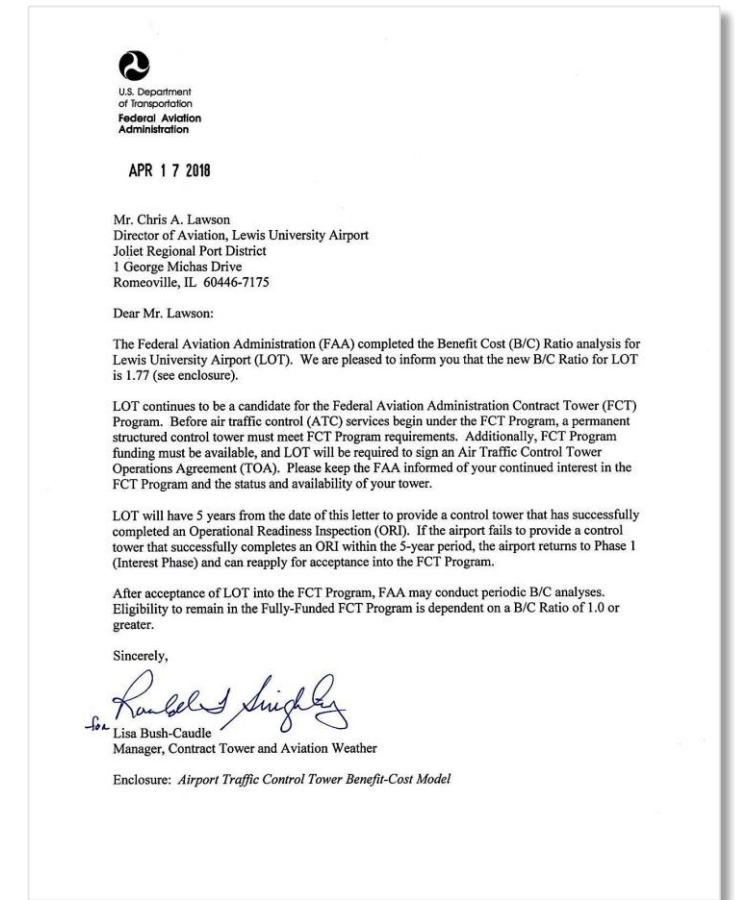
Acceptance into FCT conditional:

- Sponsor provides adequate FCT facility
 - meets FAA siting criteria
 - meets FAA minimum equipment list
 - executes Tower Operating Agreement (TOA)
- Sponsor agrees to maintain facility
- Federal funds available

Candidate Status

- Eligible to use AIP funds for ATCT planning & development
- Access to “Small Airport Fund” (quasi- discretionary funding pool)

Note: BCAs currently have shelf life of 5 years (proposed increase to 7 years)



MBT Benefit/Cost Analysis

Based Aircraft (*sets values for local operations*)

Table 1
BASED AIRCRAFT (CY 2022)
Murfreesboro Municipal Airport

<u>Aircraft Type</u>	<u>No. of Aircraft</u>	<u>Percent of Total Aircraft</u>
Single Engine	110	82.7
Multi-engine	19	14.2
Jet	3	2.3
<u>Helo</u>	<u>1</u>	<u>0.8</u>
Total	130	100.0

Source: FAA National Based Aircraft Inventory for MBT



MTB Aircraft Operations Estimates

Table 2
 BASELINE AIRCRAFT OPERATIONS (CY 2022)
 Murfreesboro Municipal Airport

<u>Operations Type</u>	<u>Total Operations</u>	<u>Percent of Total Operations</u>
Itinerant Operations ¹		
Air Taxi/Charter	106	0.1
General Aviation	40,252	40.2
<u>Military</u>	<u>18</u>	<u>0.0</u>
Subtotal Itinerant	10,376	40.3
<u>Local Operations</u> ²	<u>59,697</u>	<u>59.7</u>
Total Operations	100,072	100.0

Notes:

1 itinerant operation - aircraft arriving from or departing to another airport

2 local operation - aircraft staying within traffic pattern or within 20-miles

Source: MBT Virtower Operations Data Analysis



MBT Forecasts of Aviation Activity

FAA uses 15-year operations outlook to determine Benefit-Cost (B/C) *[similar to ROI analysis]*

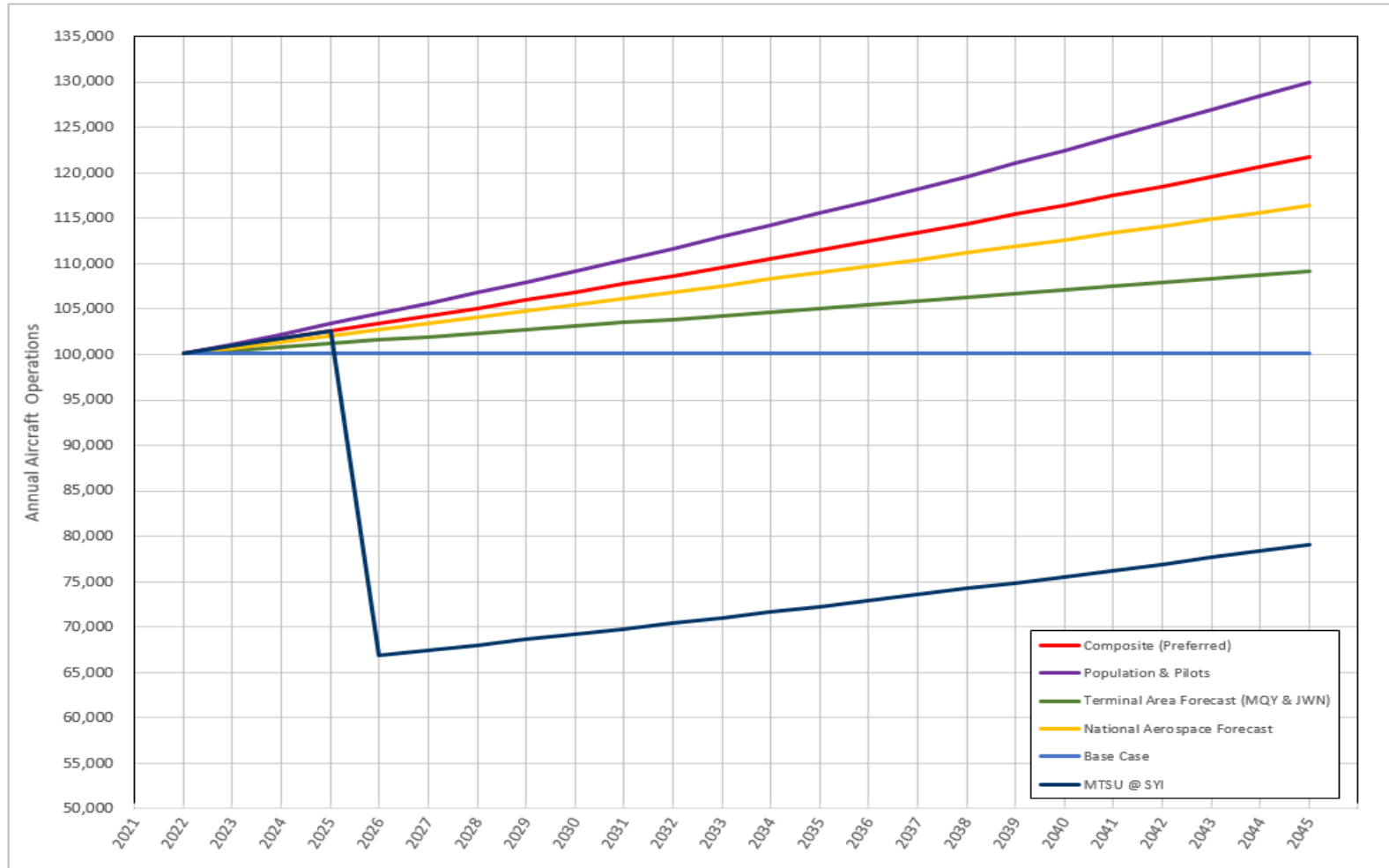
Forecast Sources

- FAA Terminal Area Forecast (TAF) – official data source
 - *MBT TAF shows 80,700 ops with no growth over 25 years*
- FAA will accept other reasonable forecasts for B/C calculations
 - FAA National Aerospace Forecast (NAF) growth rates
 - FAA TAF growth rates for MQY/JWN
 - Regional Population Relationships & Pilot License Growth
 - Composite Forecast (weighted combination of NAF/TAF/Pop)
 - MTSU shifts operations to SYI (FY 2026)



MBT Forecasts of Aviation Activity

Forecast Methodologies Results



MBT Preliminary Benefit/Cost Determination

Value of FAA ATCT Annual Operational Costs

- FAA's cost assumptions to operate FCT over 15-year period*
 - Average FCT Contractor Labor Costs
 - Average FAA Operational Expenses
- Generally totals around \$750-800,000 annually
- Annual costs remain constant over the 15 year period
- Discounted at 7% (net present value)

Benefit vs Cost Ratios

- Discounted Cumulative Benefits ÷ Discounted Costs= B/C Ratio
- Must equal 1.0 to qualify for FCT Program

* Typical ATCTs with MBT traffic would have minimal staff (4 controllers) with minimal FAA equipment (no radar display)



MBT Preliminary Benefit/Cost Determination

Value of ATCT Benefits

- Lives & property saved from preventable accidents
- Time saved by operating the airspace & airfield

Table 4
FAA Critical Values & Assumptions

Statistical Life	\$ 12,500,000
Serious Injury	3,162,500
Minor Medical Injury	37,500
Passenger's Delayed Time (per hour)	48.05
Discount Rate (for net present value)	7%

Source: Office of Management & Budget, FAA Office of Policy and Plans



MBT Preliminary Benefit/Cost Determination

Benefit vs Cost Ratios

Discounted Benefit ÷ Discounted Cost = B/C Ratio

Table 5
Pro Forma Benefit / Cost Ratios

<u>Forecast Scenario</u>	<u>Discounted Benefit</u>	<u>Discounted Cost</u>	<u>B/C Ratio</u> ^[1]
Base Case (No Growth)	9,426,201	7,689,074	1.33
National Aerospace Forecast	10,154,538	7,689,074	1.42
Terminal Area Forecast (MQY/JWN)	9,835,298	7,689,074	1.38
Population & Pilots	10,648,753	7,689,074	1.48
Composite	10,234,943	7,689,074	1.43
<i>MTSU w/SYI Shift</i> ^[2]	<i>6,909,557</i>	<i>7,689,074</i>	<i>1.00</i>

[1] includes statutory 0.10 B/C increase to acknowledge intangible FCT benefits

[2] assumes MTSU shifts 30% itinerant ops & 60% local ops to SYI



Cost Factors (Development)

Estimated Development Costs

Planning [\$150,000 - 200,000]

- Siting Study & Safety Risk Management
- Environmental Assessment (NEPA Compliance)

Design [\$600,000 - 800,000]

- Engineering/Architecture Design (30/60/90%)

Construction [\$6 - 9 Million]

- Structure & ATCT Equipment (sometimes bid separately)
- FAA ATCT Equipment Installation
 - labor & expenses requires reimbursable agreement (RA) ± \$400,000
 - FAA telecon costs (installation + 2 yrs) requires separate RA ± \$200,000

Sponsor's Annual Costs [\$40,000 – 60,000]

- Typical Building Costs (utilities, landscaping, insurance, maintenance, etc.)
- ATCT Equipment certifications, maintenance & repairs



Project Eligibility & Funding

FAA Airport Improvement Program (AIP)

ATCT Development is AIP-eligible*

- Siting & Environmental
- Design
- Construction & Equipment
- Equipment Refurbishment (*after 10 years*)

AIP Funding Sources

- Non-Primary Entitlements (\$150,000/yr)
- Small Airport Fund
 - AIP entitlement funds returned by large/medium commercial airports
 - ATCTs given “priority consideration” [FAA treats as “Special Emphasis”]
 - Competes nationally with other GA airports

TnDOT State Grant Funding



Summary – Putting in All Together

Why Would an Airport need Controlled Airspace?

Congested Airspace (Approaches)

Congested Airspace (Traffic Pattern Entry/Departure)

Congested Airfield (Taxi/Takeoff/Landing)

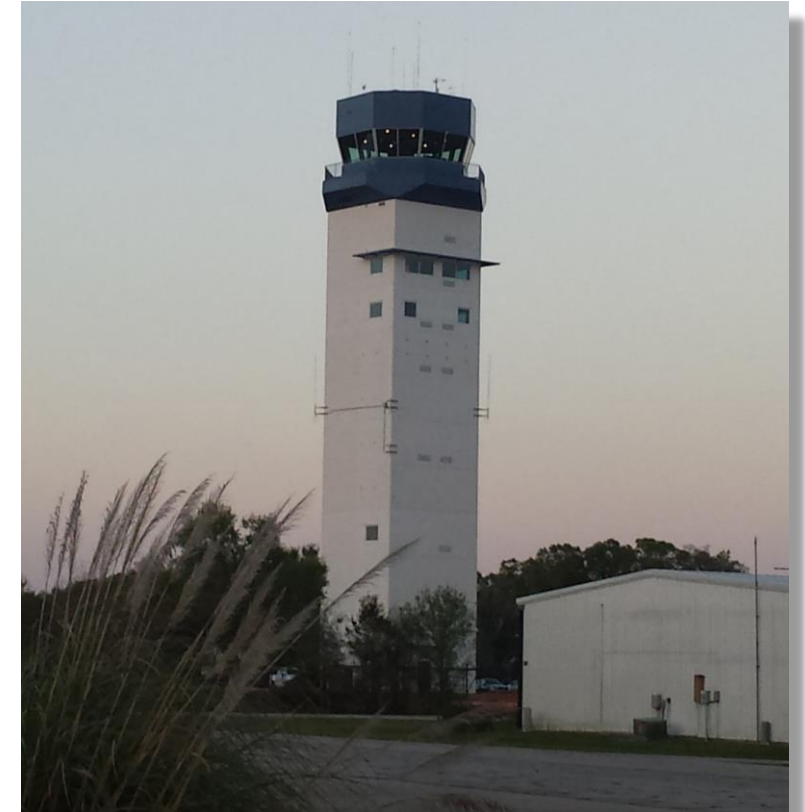
Diverse A/C Performance Characteristics (J-3 to G500)

Diverse Pilot Proficiencies

- Solo Students to ATPs
- Language Proficiencies

Airspace & airfield safety is the key benefit

Airspace & airfield efficiency is a by-product



Questions?

For more information:

Dr. Dave Byers

321.574.5633

dabyers@Quadrex.aero

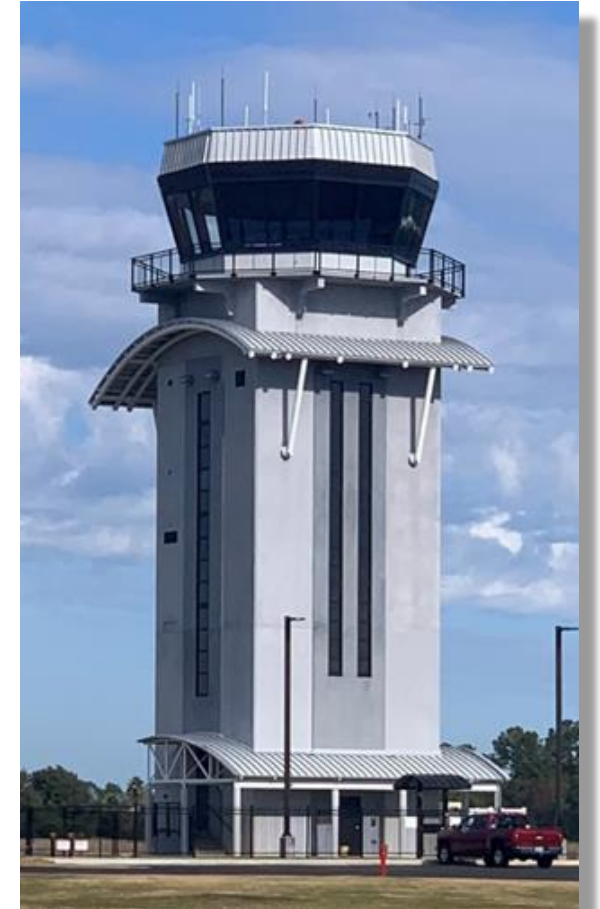
References

FAA APO 90-7 – Establishment & Discontinuance Criteria for Air Traffic Control Towers

FAA Order 7210.78 – FCT New Start & Replacement Tower Process

FAA Order 6480.4B – Airport Traffic Control Tower Siting Process

FAA Order 6480.4C – Interim Guidance



Final Results of the Survey of Stakeholders and Customers Regarding the Airspace and Pattern issues at MBT

ID	Submission Date	1. On August 3, 2023 did you attend the stakeholders meeting regarding the proposed air traffic control tower for MBT?	2. Did you view the stakeholders meeting regarding the proposed air traffic control tower on the City website?	3. Have you experienced issues entering, operating in, or leaving the pattern at MBT?	4. Have you shared your experiences with the Airport Staff?	5. Have you shared your experience with other pilots?	6. Have you ever contacted or been contacted by a representative of the FAA/FSDO regarding a near miss, communication issue, issue with maintaining separation with other aircraft, or other issues in the pattern at MBT?	7. Have you observed other aircraft in the pattern having issues in the pattern maintaining separation, near misses, communication issues, etc. in the pattern at Murfreesboro?	8. Have you observed improvements in the pattern since the Standard Operating Procedures were adopted August 2022?	9. If you fly IFR and are coming back to MBT, have you heard the Nashville controller say the following before dropping service, "Good Luck", "too many targets to advise", "It's a bee hive" or some similar comment about the traffic in the pattern at Murfreesboro?	10. Have you heard local pilots talk about issues they have had operating in the pattern at MBT?	11. Have you heard pilots not from here talk about issues they have had operating in the pattern at MBT?	12. Is the current MBT pattern/airspace fine as is?
26714	8/3/2023 20:22	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26715	8/3/2023 20:22	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	No
26716	8/3/2023 20:23	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	No	Yes
26717	8/3/2023 20:24	Yes	No	Yes	No	Yes	No	No	No	No	No	No	Yes
26718	8/3/2023 20:24	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
26719	8/3/2023 20:24	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26720	8/3/2023 20:24	Yes	No	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes
26721	8/3/2023 20:25	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26722	8/3/2023 20:25	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
26723	8/3/2023 20:26	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes
26724	8/3/2023 20:28	Yes	No	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26725	8/3/2023 20:29	Yes	Yes	No	No	No	No	Yes	No	Yes	Yes	Yes	Yes
26726	8/3/2023 20:38	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
26727	8/3/2023 20:45	No	Yes	No	No	Yes	No	No	No	No	No	No	Yes
26728	8/3/2023 20:50	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	Yes	No	Yes
26738	8/4/2023 9:08	No	Yes	Yes	No	Yes	No	Yes	No	Yes	Yes	Yes	No
26739	8/4/2023 9:09	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26748	8/4/2023 19:58	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes
26807	8/7/2023 16:02	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
26814	8/7/2023 18:03	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	No
26815	8/7/2023 18:10	No	Yes	No	No	No	No	No	Yes	No	Yes	No	Yes
26816	8/7/2023 18:11	No	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	No	Yes
26817	8/7/2023 19:41	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
26860	8/8/2023 17:29	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
26873	8/9/2023 10:11	No	Yes	No	No	No	No	No	No	No	Yes	No	Yes
26877	8/9/2023 11:14	No	No	No	No	No	No	Yes	No	No	Yes	No	Yes
26887	8/9/2023 12:59	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
26895	8/9/2023 19:02	No	Yes	No	No	No	No	Yes	No	No	Yes	No	Yes
26898	8/9/2023 21:53	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
26899	8/9/2023 22:25	No	Yes	No	No	No	Yes	Yes	No	Yes	Yes	Yes	No
27092	8/16/2023 14:46	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
PAPER	8/3/2023	Yes	No	Yes	No	Yes	No	No	No	No	Yes	No	No
Yes		16 50%	21 66%	25 78%	19 59%	26 81%	4 12%	26 81%	20 63%	18 56%	30 94%	19 59%	16 50%
No		16 50%	11 34%	7 22%	13 41%	6 19%	28 88%	6 19%	12 37%	14 44%	2 6%	13 41%	16 50%

78% completing the survey have experienced issues entering, operating in, or leaving the pattern at MBT.

59% completing the survey have shared their experience with Airport Staff.

81% completing the survey have shared their experience with other pilots.

12% completing the survey have been contacted by the FAA/FSDO regarding a near miss, communication issue, issue with maintaining separation with aircraft, or other issues in the pattern at MBT.

81% completing the survey have observed other aircraft in the pattern maintaining separation, near misses, communication issues, etc. in the pattern at Murfreesboro.

63% completing the survey have observed improvements in the pattern since the Standard Operating Procedures were adopted August 2022.

56% completing the survey when flying IFR have heard the Nashville controllers say "Good Luck", "Too many targets to advise", "It's a bee hive", or some similar comment about the traffic pattern at Murfreesboro.

94% completing the survey have heard local pilots talk about issues they have experienced while operating in the pattern at MBT.

59% completing the survey have heard pilots from other airports talk about issues they have had operating in the pattern at MBT.

50% completing the survey would say the pattern/airspace at MBT is fine.

78% completing the survey have experienced issues entering, operating in, or leaving the pattern at MBT.

59% completing the survey have shared their experience with Airport Staff.

81% completing the survey have shared their experience with other pilots.

12% completing the survey have been contacted by the FAA/FSDO regarding a near miss, communication issue, issue with maintaining separation with aircraft, or other issues in the pattern at MBT.

81% completing the survey have observed other aircraft in the pattern maintaining separation, near misses, communication issues, etc. in the pattern at Murfreesboro.

63% completing the survey have observed improvements in the pattern since the Standard Operating Procedures were adopted August 2022.

56% completing the survey when flying IFR have heard the Nashville controllers say "Good Luck", "Too many targets to advise", "It's a bee hive", or some similar comment about the traffic pattern at Murfreesboro.

94% completing the survey have heard local pilots talk about issues they have experienced while operating in the pattern at MBT.

59% completing the survey have heard pilots from other airports talk about issues they have had operating in the pattern at MBT.

50% completing the survey would say the pattern/airspace at MBT is fine.

69% completing the survey state the pattern/airspace needs improvement.

75% completing the survey state that air traffic control services would benefit the Murfreesboro Airport and the pattern/airspace issues.

81% completing the survey do not believe that air traffic services would make things worse at Murfreesboro.

84% completing the survey believe that when MTSU is no longer based at MBT, MTSU will still use MBT to practice pattern work.

69% completing the survey believe the pattern at MBT will improve when MTSU is no longer based at MBT.

66% completing the survey believe that when MTSU is no longer based at MBT there may be fewer operations but there may still be issues in the pattern with flight training operations.

81% completing the survey believe that when MTSU is no longer based at MBT there may be more twin engine and or corporate type aircraft that will utilize the Murfreesboro Airport.

13. Does the current MBT pattern/airspace need improvement?	14. Would air traffic control services benefit the Murfreesboro Airport and its users?	15. Would air traffic control services only make things worse at Murfreesboro?	16. When MTSU is no longer based at MBT, do you think MTSU will still use MBT to practice pattern work?	17. When MTSU is no longer based at MBT, will the pattern improve?	18. When MTSU is no longer based at MBT, there may be fewer operations. Do you think there may still be issues in the pattern with flight training operations?	19. When MTSU is no longer based at MBT, do you think there may be more twin engine and or corporate type aircraft that will utilize the Murfreesboro Airport?	20. What are three services that you would like to see provided at the Murfreesboro Airport that would benefit based and or transient pilots?
Yes	Yes	No	Yes	Yes	Yes	Yes	More hangar storage
Yes	Yes	No	Yes	No	Yes	Yes	More hangars, more tie downs. Use from Williamson county and MBT is the best GA option locally. Until Williamson gets an airport, I look forward to flying from MBT.
Yes	Yes	No	Yes	No	No	Yes	Power cart, lab cart
No	No	No	No	Yes	Yes	Yes	Longer runway
No	Yes	No	Yes	Yes	No	Yes	competitive fuel prices
Yes	Yes	No	Yes	Yes	Yes	Yes	more hangars
No	Yes	No	No	Yes	No	Yes	None
Yes	Yes	No	Yes	Yes	Yes	Yes	More fuel service providers, more maintenance service options more hangars
Yes	Yes	No	Yes	Yes	Yes	Yes	Ground transportation, sanitary LAB (disposal of waste), office space
Yes	Yes	No	Yes	Yes	Yes	Yes	More hangars, cheaper fuel, cheaper hanger rent!!!
No	No	Yes	No	Yes	No	Yes	ATC with radar coverage and class D airspace. More conscience ATIS/AWOS. Less training flights. No power off 180s.
Yes	Yes	No	Yes	Yes	Yes	Yes	A frequency to contact Nashville ATC on the ground for IFR operations, larger hangars with water and sewer options.
Yes	Yes	No	Yes	Yes	Yes	Yes	Better run up areas, some days you are having to wait. I miss the old days at the end of the runway.
No	No	Yes	Yes	No	Yes	No	ILS approach.
No	No	No	Yes	Yes	No	Yes	Longer Runway
Yes	Yes	No	Yes	No	Yes	Yes	Fuel Services
No	No	Yes	No	Yes	No	No	1. A control tower
Yes	Yes	No	Yes	No	Yes	Yes	2. Additional fueling pumps. It can be a long wait if MTSU is filling their truck or a large corporate plane.
No	No	Yes	No	Yes	No	No	3. Additional crew cars
							More hangars for aircraft!
							1. Currently, the biggest problem with traffic and pattern saturation and near misses at MBT is the MTSU students that utilize the pattern airspace. Their lack of experience, lack of oversight instruction by the MTSU flight school, overuse of training touch and gas, and foreign nationals who dont speak or understand English and who are learning to fly at MTSU, are 90% of MBT traffic pattern problems.
							2. Cheaper hangar leases and overnight parking fees.
							3. Stop raising hangar lease costs every year.
							The removal of MTSUs Flight School at MBT will remove any need for a control tower at MBT. Local and transient traffic can then come and go safely without having to deal with overwhelming and unpredictable MTSU student traffic in the MBT pattern.
							KMBT's problems, as was expressed in several airport board meetings over the years, is not the lack of a control tower, but MTSU student traffic. Removing the dangerous student traffic, coupled with lower transient fuel prices, will encourage transient traffic to utilize MBT and its new state of the art terminal.
No	No	Yes	Yes	Yes	No	Yes	Making a little less on fuel profit is a whole lot cheaper than maintaining control tower equipment.
Yes	Yes	No	Yes	Yes	Yes	Yes	Crew car
Yes	Yes	No	Yes	No	Yes	Yes	Tower control, New Hangers, water supply to the hangers
No	Yes	No	Yes	Yes	No	No	
Yes	Yes	No	Yes	No	Yes	Yes	A comment section on this survey would be nice.....yes no answers are easy to manipulate.
Yes	Yes	No	Yes	No	Yes	Yes	A tower and courtesy cars and a rental car desk
Yes	No	Yes	Yes	Yes	No	No	Rental car
Yes	Yes	No	Yes	Yes	Yes	Yes	Food options
Yes	Yes	No	Yes	No	Yes	No	more hangars
Yes	Yes	No	Yes	Yes	No	Yes	Better Clearance Delivery service
22 69%	24 75%	6 19%	27 84%	22 69%	21 66%	26 81%	
10 31%	8 25%	26 81%	5 16%	10 31%	11 34%	6 19%	

69% completing the survey state the pattern/airspace needs improvement.

75% completing the survey state that air traffic control services would benefit the Murfreesboro Airport and the pattern/airspace issues.

81% completing the survey do not believe that air traffic services would make things worse at Murfreesboro.

84% completing the survey believe that when MTSU is no longer based at MBT, MTSU will still use MBT to practice pattern work.

69% completing the survey believe the pattern at MBT will improve when MTSU is no longer based at MBT.

66% completing the survey believe that when MTSU is no longer based at MBT there may be fewer operations but there may still be issues in the pattern with flight training operations.

81% completing the survey believe that when MTSU is no longer based at MBT there may be more twin engine and or corporate type aircraft that will utilize the Murfreesboro Airport.

Comments related to Fuel

- 6 Fuel Related Comments
- 3 dealing with the price of fuel
- 3 delaing with more services or pumps

Airport Commission reviews fuel prices on a regular basis and positions itself between the metro Nashville area airports and more rural airports. Based customer fuel prices were decreased recently to provie more incentive to purchase based fuel. New fuel farm will improve service allowing for a significant decrease in time for fuel trucks to be at pumps.

Fuel

Competitive fuel prices

More fuel service providers,

Cheaper fuel

Fuel Services

2. Additional fueling pumps. It can be a long wait if MTSU is filling their truck or a large corporate plane.

Making a little less on fuel profit is a whole lot cheaper than maintaining control tower equipment.

Comments related to Facilities/Hangars

- 13 comments dealing with hangars or other facilities
- 1 comment regarding more office space
- 1 comment regarding the need for more tie-downs
- 1 comment asking for more run-up areas
- 2 Comment requesting water and sewer to hangars
- 8 comments for more, new, and or larger hangars
- 2 comments regarding not continuing to raise hangar rent annually or cheaper hangar rent
- 2 comment asking for a longer runway

The Airport is currently in process of creating pads for future hangars. Some of the hangars being designed will have water and sewer connections. The proposed new T-hangars will have a restroom and aircraft wash area similar to what is available on the south end of the airport. Few airports provide a restroom for all customers in the T-hangar area or aircraft wash area. The ALP will identify new areas for tie-downs and runup areas. The FAA and Tennessee Aeronautics are encouraging that all airports adjust their hangar rents based on cost of living, CPI, etc. on a regular basis to ensure hangars are at or near market rates and airport is working toward self-sufficiency according to the Federal Grant Assurances.

Facilities/Hangars

More hangar storage
 More hangars, more tie downs. I am from Williamson county and MBT is the best GA option locally. Until Williamson gets an airport, I look forward to flying from MBT.
 More hangars

more hangars

Longer runway

Office space

More hangars, cheaper hanger rent!!!

larger hangars with water and sewer options.

Better run up areas, some days you are having to wait. I miss the old days at the end of the runway.

Longer Runway

More hangars for aircraft!

3. Stop raising hangar lease costs every year.

New Hangars, water supply to the hangars

more hangars

Comments related to Services

- 9 comments regarding services
- 3 Comments requesting air traffic control tower 1 Comment for a tower but with radar coverage and Class D airspace
- 2 comments regarding better or new GCO or RCO
- 1 comment regarding a power cart 2 comments requesting lab cart
- 4 comments regarding need for crew/courtesy cars or more crew cars
- 1 comment for more maintenance services on the field

Power cart services are currently offered through Murfreesboro Aviation Lab services is a good idea and one that is a service that the Airport is considering. Airport currently has four crew/courtesy cars. Murfreesboro Airport currently has two Commercial Operators that provide aircraft maintenance services. There is a means by which Independent Operators can be approved to provide services if they have the required insurance and comply with other Minimum Airport Standards. Airport is currently maintaining the GCO but has requested assistance with funding for design and installation of an RCO. Airport is aware of the lack of capabilities of the new Contract Tower at John C. Tune Airport and want to work with the FAA to ensure that a tower at Murfreesboro is equiped and has the same level of service as the Contract Tower at Smyrna.

Services

more maintenance service options

Power cart, lab cart

Ground transportation, sanitary LAB (disposal of waste),

ATC with radar coverage and class D airspace. More conscience ATIS/AWOS.

A frequency to contact Nashville ATC on the ground for IFR operations,

1. A control tower

Crew car
Tower control,

A tower and courtesy cars and a rental car desk

Rental car

Better Clearnace Delivery service

Comments related to various Other categories and topics

4 other comments

2 comment regarding not allowing any training flights or removing/relocation of MTSU flight school. Recommendation was to remove student traffic and lower transient fuel prices to encourage more transient traffic.

1 comment was for a comment section. Concern was that "yes and no" answers are easy to manipulate.

MTSU has elected to begin the process to relocate its flight training and maintenance labs to another airport. Part of MTSU's justification for this relocation of its campus to another airport is that they have envisioned the program to continue to grow purchasing more aircraft and continueing to accept more students. The Murfreesboro Municipal Airport is a federally funded airport and per the Federal Grant Assurances can not restrict one particular type of aeronautical activity from occuring at the airport. All surveys and results are public record and City Staff will work hard to be transparent with the information gathered from the surveys to represent the results honestly and without any bias. The Murfreesboro Municipal Airport could not meet and maintain the requirements for an ILS approach.

Other

Less training flights. No power off 180s.

ILS approach.

1. Currently, the biggest problem with traffic and pattern saturation and near misses at MBT is the MTSU students that utilize the pattern airspace. Their lack of experience, lack of oversight instruction by the MTSU flight school, overuse of training touch and gos, and foreign nationals who dont speak or understand English and who are learning to fly at MTSU, are 90% of MBT traffic pattern problems.

The removal of MTSUs Flight School at MBT will remove any need for a control tower at MBT. Local and transient traffic can then come and go safely without having to deal with overwhelming and unpredictable MTSU student traffic in the MBT pattern.

KMBT's problems, as was expressed in several airport board meetings over the years, is not the lack of a control tower, but MTSU student traffic. Removing the dangerous student traffic, coupled with lower transient fuel prices, will encourage transient traffic to utilize MBT and its new state of the art terminal.

A comment section on this survey would be nice....yes no answers are easy to manipulate.

CITY COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Taxiway A and Apron Pavement Rehabilitation Grant

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

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

Summary

Bipartisan Infrastructure Legislation (BIL) Grant for construction Taxiway A and Apron Pavement Rehabilitation

Staff Recommendation

Approve federal, state, and local funded BIL Grant for \$652,222 for the completion of the Taxiway A and Apron Pavement Rehabilitation project.

Background Information

The pavement on Runway 18-36, Taxiway A, and the majority of the apron space at the Airport requires pavement rehabilitation. The City contracted with Barge Design Solutions and Cleary Construction to complete this rehabilitation and maintenance project. The BIL Grant completes the funding needs for the contracted portion of the project. A pending amendment will address the cost of subgrade issues requiring additional work before pavement maintenance measures could be conducted.

The total cost of the federal and state funded portion of this project is \$1,827,220. The FAA initially assisted with \$597,910 and the state \$636,656. The local portion, \$64,925, is funded by the 2019 CIP. This grant totaling \$652,222 includes \$587,000 federal funds, \$32,611 State funds, and \$32,611 in local funding also coming from the 2019 CIP.

Council Priorities Served

Improve economic development

Maintaining City Facilities in a safe and effective manner while ensuring Economic Growth and Development are priorities and protect the City's investments.

Fiscal Impact

The local portion of the project, \$97,536, is funded by the 2019 CIP.

Attachments

Taxiway A and Apron Pavement Rehabilitation BIL Grant



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 4/14/2023	End Date 4/13/2024	Agency Tracking # 40100-51008	Edison ID 74118		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number #20.106			
		Grantee's fiscal year end – June 30th			
Service Caption (one line only) Runway 36 Threshold Relocation, Taxiway A & Apron TH01MU-2, 5, & portion of 3, Rehabilitation, AOA Seal Coat & Painting Construction (BIL)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$32,611.00	\$587,000.00		\$32,611.00	\$652,222.00
TOTAL:	\$32,611.00	\$587,000.00		\$32,611.00	\$652,222.00
Grantee Selection Process Summary					
<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.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional) TX		Account Code (optional) 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 airport development, 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 sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- 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.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two**, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **April 14th, 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 **four (4)** 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 **Six Hundred Fifty-Two Thousand Two Hundred Twenty-Two Dollars and Zero Cents (\$652,222.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** 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 and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement, and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. 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.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- 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
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone # 615-741-3208

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Email: cgehrke@murfreesborotn.gov
Telephone: 615-848-3254

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).

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
- 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. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.5. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.6. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.7. 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.8. 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.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.10. 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.11. 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.
- E.12. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.14. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.

E.15. Employee Protection from Reprisal.

- a. Prohibition of Reprisals:
 1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the State or the Grantee; or
 - vii. A Federal or State regulatory enforcement agency.
- b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

E.16. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:

- a. Engage in severe forms of trafficking in persons;
 - b. Procure a commercial sex act; or
 - c. Use forced labor in the performance of this Grant Contract and subgrant agreements.
- Violation of this requirement may result in termination of this Grant Contract.

E.17. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Grantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant Contract. The Grantee will include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.

E.18. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Grantee understands and agrees that the State will not make nor be obligated to make any payments on this Grant until the Grantee has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

E.19. Environmental. The environmental approval for this project was issued on 11/14/2022. This project includes the following mitigation measures:
No applicable mitigation measures required as the project is categorically excluded.

The Grantee understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

- E.20. Site Selection. The Grantee understands and agrees that the Project funded under this Grant Contract cannot proceed beyond the site selection study until the Grantee has received formal approval from the State to proceed.
- E.21. Pavement Maintenance Management Program. The Grantee agrees to implement an effective airport pavement maintenance management program as required by FAA Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Grantee agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Grantee further agrees that the program will:
- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - (1) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - (2) Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - (3) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - (4) Information Retrieval System. The Grantee must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

- (1) The name of the person representing the Grantee who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
- (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
- (4) Qualifications of engineering supervision and construction inspection personnel;
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

- b. Failure to provide a complete report as described in subsection a., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the State and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Contract.

The State, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Grantee test results are inaccurate.

- E.23. Maintenance Project Life. The Grantee agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Grantee further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA and State determines that the rehabilitation or reconstruction is required for safety reasons.
- E.24. Plans and Specifications Prior to Bidding. The Grantee agrees to submit plans and specifications for State review prior to advertising for bids.
- E.25. Plans and Specifications Approval Based Upon Certification. The State and the Grantee agree that the FAA's approval of the Grantee's Plans and Specification is based primarily upon the

State's and Grantee's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Grantee understands that:

- a. The State's and Grantee's certification does not relieve the Grantee of the requirement to obtain prior FAA and State approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA and State of any limitations to competition within the project;
- b. The FAA's acceptance of the State's and Grantee's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA and/or State determines that the Grantee has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

E.26. Consultant Contract and Cost Analysis. The Grantee understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant Contract until the State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0173-23

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR AND COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="MBT"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Murfreesboro"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000374"/>	* c. UEI: <input type="text" value="J6KZJXZ7KVY3"/>	
d. Address:		
* Street1: <input type="text" value="111 West Vine Street"/>	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: <input type="text" value="Murfreesboro"/>	<input type="text"/>	
County/Parish: <input type="text" value="Rutherford"/>	<input type="text"/>	
* State: <input type="text" value="TN: Tennessee"/>	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	<input type="text"/>	
* Zip / Postal Code: <input type="text" value="37130-0001"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Chad"/>	<input type="text"/>
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: <input type="text" value="Gherke"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text" value="Airport Director"/>		
Organizational Affiliation: <input type="text" value="City of Murfreesboro"/>		
* Telephone Number: <input type="text" value="615-848-3254"/>	Fax Number: <input type="text" value="615-848-3256"/>	
* Email: <input type="text" value="cgehrke@murfreesborotn.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
----------------------	----------------	-------------------	-----------------

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,465,720.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="192,540.00"/>
* d. Local	<input type="text" value="192,540.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,850,800.00"/>

TDOT USE ONLY

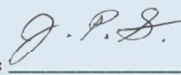
Staff Recommended: APPROVED

Fiscal Year: 2023

Federal: \$587,000.00

State: \$32,611.00

Local: \$32,611.00

PSR Signature:  Date: 04/14/2023

TAC Signature: _____ Date: _____

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
----------------------	----------------	-------------------	-----------------

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:


* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-82
Federal award date	9/8/2023
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2024
Subaward Budget Period Start and End Date	July 1, 2023 – June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2024
Amount of federal funds obligated by this grant contract	\$587,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,551,558
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction (BIL)
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT THREE
PAGE ONE**

GRANT BUDGET				
CM: Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction (BIL)				AER1-23-278-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 4/14/2023		END: 4/13/2024		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$619,611.00	\$32,611.00	\$652,222.00
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 ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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	GRAND TOTAL	\$619,611.00	\$32,611.00	\$652,222.00

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

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT THREE
PAGE TWO**

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction (BIL)	\$652,222.00
TOTAL	\$652,222.00

TAD Project # 75-555-0173-23

Project Breakdown:

TX	\$587,000.00	90% Federal 82 BIL
	\$ 32,611.00	5% State
	<u>\$ 32,611.00</u>	5% Local
Grant Total:	\$652,222.00	100%

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: 4110

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: 62-6000374

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

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

Parent entity's contact information

Name of primary contact person: Chad L. Gehrke

Address: 1930 Memorial Blvd., Murfreesboro, TN 37129

Phone number: 615-848-3254

Email address: cgehrke@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110

COUNCIL COMMUNICATION
Meeting Date: 09/21/2023

Item Title: Cooling Tower Replacements at Black Fox and Erma Siegel Elementary Schools and Cason Lane Academy

Department: Facilities

Presented by: Brad Hennessee – Facilities 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

Contract for cooling tower replacements at Black Fox and Erma Siegel Elementary Schools and Cason Lane Academy.

Staff Recommendation

Approve the contract with S.M. Lawrence Company, Incorporated for \$624,962.

Background Information

New chillers were installed at these City schools 4-6 years ago. The existing cooling towers are not adequate for the new chillers. New cooling towers are needed to increase the efficiency, life span, and capacity of the recently installed chillers.

Bid responses were reviewed by CMTA (project consultant), City Purchasing, and the City School Board approved on September 5, 2023. S.M. Lawrence was the low bidder.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the City's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$624,962, is funded by an ESSER 3.0 grant awarded to City Schools.

Attachments

AIA Agreement with S.M. Lawrence Co. for Cooling Tower Replacements

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Contractor:
(Name, legal status, address and other information)

S. M. Lawrence Company, Inc a Corporation of the State of Tennessee
1330 Murfreesboro Pike
Nashville, TN 37217

for the following Project:
(Name, location and detailed description)

Murfreesboro City Schools Cooling Tower Replacements
Black Fox Elementary School, 1753 S Rutherford Boulevard, Murfreesboro, TN 37130
Cason Lane Academy, 1330 Cason Lane, Murfreesboro, TN 37128
Erma Siegel Elementary School , 135 W Thompson Lane, Murfreesboro, TN 37129
ITB-03-2024

The Architect:
(Name, legal status, address and other information)

CMTA, Inc.
407 Broad Street, Suite 203
Chattanooga, TN 37402
(423) 352-9752

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:51:45 ET on 08/29/2023 under Order No.3104236041 which expires on 02/12/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1365522775)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or means to determine the date of

*(Paragraphs deleted)
the commencement of the Work.)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
School No. 1 Tower Base Installed and Operational	For winter break: January 3, 2024
School No. 2 Tower Base Installed and Operational	For spring break: March 31, 2024
School No. 3 Tower Base Installed and Operational	For summer break: June 12, 2024

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.4 Final Completion

Final Completion to be no later than June 30, 2024.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred, Twenty-four Thousand, Nine Hundred and Sixty-two Dollars (\$624,962.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Black Fox Elementary Alternate Bid #1 for additional specifications outlined in Project Specification Manual	\$48,455.00
Cason Lane Academy Alternate Bid #1 for additional specifications outlined in Project Specification Manual	\$56,345.00
Erma Siegel Elementary Alternate Bid #1 for additional specifications outlined in Project Specification Manual	\$54,614.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<p>§ 4.5 Liquidated Damages, if any: (Insert terms and conditions for liquidated damages, if any.)</p>		
<p>Five hundred dollars (\$500.00) per calendar day.</p>		

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 *Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

Init.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

Init.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the *(Paragraphs deleted)* daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

AIA Document A201™-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Craig Tindall, City Manager
111 West Vine Street

Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

or his designee as indicated in writing from time to time.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

S. M. Lawrence Company, Inc.
Rob DeLiello, Vice President of Construction
1330 Murfreesboro Pike
Nashville, TN 37217
Tel: (615) 248-2813
Email: rdeliello@smlawrence.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A101-2017, Standard Form Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses[Intentionally Omitted]

- .5 Drawings

Number	Title	Date
	Black Fox Elementary	June 22, 2023
	Cason Lane Elementary	June 22, 2023
	Erma Siegel Elementary	June 22, 2023

.6 Specifications

Section	Title	Date	Pages
CMTA Project #XMSC23	Project Specification Manual	July 6, 2023	280

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	August 10, 2023	13

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	Federally Required Clauses for Projects Using ARPA Grant Expenses		10

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Init.

Shane McFarland, Mayor
(Printed name and title)

Rob Delicello Vice President of Construction
(Printed name and title)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:51:45 ET on 08/29/2023.

PAGE 1

AGREEMENT made as of the day of in the year 2023

...

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

...

S. M. Lawrence Company, Inc a Corporation of the State of Tennessee
1330 Murfreesboro Pike
Nashville, TN 37217

...

Murfreesboro City Schools Cooling Tower Replacements
Black Fox Elementary School, 1753 S Rutherford Boulevard, Murfreesboro, TN 37130
Cason Lane Academy, 1330 Cason Lane, Murfreesboro, TN 37128
Erma Siegel Elementary School, 135 W Thompson Lane, Murfreesboro, TN 37129
ITB-03-2024

...

CMTA, Inc.
407 Broad Street, Suite 203
Chattanooga, TN 37402
(423) 352-9752

PAGE 2

(Check one of the following boxes.)

-] The date of this Agreement.
-] A date set ~~det~~ forth in a notice to proceed issued by the Owner.

...

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

the commencement of the Work.)

PAGE 3

<u>School No. 1 Tower Base Installed and Operational</u>	<u>For winter break: January 3, 2024</u>
<u>School No. 2 Tower Base Installed and Operational</u>	<u>For spring break: March 31, 2024</u>
<u>School No. 3 Tower Base Installed and Operational</u>	<u>For summer break: June 12, 2024</u>

...

§ 3.4 Final Completion

Final Completion to be no later than June 30, 2024.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred, Twenty-four Thousand, Nine Hundred and Sixty-two Dollars (\$624,962.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Black Fox Elementary Alternate Bid #1 for additional specifications outlined in Project Specification Manual</u>	<u>\$48,455.00</u>
<u>Cason Lane Academy Alternate Bid #1 for additional specifications outlined in Project Specification Manual</u>	<u>\$56,345.00</u>
<u>Erma Siegel Elementary Alternate Bid #1 for additional specifications outlined in Project Specification Manual</u>	<u>\$54,614.00</u>

PAGE 4

§ 4.5 Liquidated damages, Damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Five hundred dollars (\$500.00) per calendar day.

:

...

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of

the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

~~(Federal, Payment, (Federal, state or local laws may require payment within a certain period of time.)~~

PAGE 5

five percent (5%)

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by ~~the Architect, the Architect;~~
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

PAGE 6

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

~~(Insert rate of interest agreed upon, if any.)~~

~~—%—~~ daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

...

Other (Specify)

AIA Document A201™-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

...

~~§ 7.1.4 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

...

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

or his designee as indicated in writing from time to time.

PAGE 7

S. M. Lawrence Company, Inc.
Rob DeLiello, Vice President of Construction
1330 Murfreesboro Pike

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:51:45 ET on 08/29/2023 under Order No.3104238041 which expires on 02/12/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1365522775)

Nashville, TN 37217
Tel: (615) 248-2813
Email: rdeliello@smlawrence.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

...

- .2 AIA Document A101™-2017, Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.) A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses [Intentionally Omitted]

...

<u>Black Fox Elementary</u>	<u>June 22, 2023</u>
<u>Cason Lane Elementary</u>	<u>June 22, 2023</u>
<u>Erma Siegel Elementary</u>	<u>June 22, 2023</u>

PAGE 8

<u>CMTA Project #XMSC23</u>	<u>Project Specification Manual</u>	<u>July 6, 2023</u>	<u>280</u>
-----------------------------	-------------------------------------	---------------------	------------

...

<u>Addendum #1</u>	<u>August 10, 2023</u>	<u>13</u>
--------------------	------------------------	-----------

...

<u>Attachment A</u>	<u>Federally Required Clauses for Projects Using ARPA Grant Expenses</u>	<u>10</u>
---------------------	--	-----------

PAGE 9

Shane McFarland, Mayor

Rob Deliello Vice President of Construction

...

APPROVED AS TO FORM:

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Adam F. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:51:45 ET on 08/29/2023 under Order No. 3104238041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Professional Services Contract Amendment

Department: IT Department

Presented by: Matthew Jarratt, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Requesting extension of IT professional services contract.

Recommendation

Approve the contract amendment.

Background Information

The City entered into a contract with Castaway Technical Services on September 22, 2022, for IT Professional Consulting Services. The initial contract was "not to exceed" \$50,000. Given the ongoing needs and Castaway's satisfactory performance, the City proposes to extend the contract term until September 2024 and increase the "not to exceed" amount to \$100,000. The proposed First Amendment serves to formalize these changes while maintaining all other terms and conditions of the original contract.

Council Priorities Served

Responsible budgeting

This amendment sets clear financial boundaries and extends a proven contract, facilitating better long-term planning and resource allocation.

Fiscal Impacts

Expenses under the contract are funded by the Department's operating budget.

Attachments

Castaway Technical Services Contract Amendment

**FIRST AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
CASTAWAY TECHNICAL SERVICES
FOR IT PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the Contract, entered into September 22, 2022 ("Contract"), is effective as of _____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and **Castaway Technical Services**, a limited liability corporation of the State of Tennessee ("Contractor").

RECITALS

WHEREAS, on September 22, 2022, the City entered into the Contract with Contractor to provide IT Professional Consulting Services based on RFCSP-10-2023; and,

WHEREAS, pursuant to Section 2 of the Contract, the term Contract may be extended by mutual agreement of the parties; and

WHEREAS, pursuant to Section 9 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the not to exceed amount of \$50,000 to the terms stated herein.

NOW THEREFORE, the City and Contractor mutually agree to modify the current Contract as follows:

1. Section 2, Term, is modified so that the contract term expires two (2) years from effective date, reflecting an expiration date of September 22, 2024.
2. Section 3, Payment and Delivery is modified to provide for a total not to exceed amount of \$100,000 for the contract term.
3. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

CASTAWAY TECHNICAL SERVICES

DocuSigned by:
By: Matt Byrnes
778DE2F5E0FA482
Matt Byrnes, Owner

Approved as to form:

DocuSigned by:
Adam F. Tucker
43A2D255E1E9411
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Timekeeping Software Renewal

Department: IT Department

Presented by: Matthew Jarratt, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renewal of City-wide timekeeping software with UKG.

Recommendation

Approve the renewal of City-wide timekeeping software.

Background Information

The City has been utilizing UKG's timekeeping software since 2017 for efficient management of employee hours and payroll. This is an annual renewal and is a budgeted expense. The software has proven to be reliable and cost-effective, making it a sensible choice for ongoing use in City operations.

Council Priorities Served

Responsible budgeting

Renewing the City's timekeeping software ensures accurate payroll and efficient resource allocation.

Fiscal Impacts

The estimated expense, \$110,494, is funded by the Department's FY24 operating budget. This amount will vary depending on number of licensed employees.

Attachments

UGK Renewal Quote



RENEWAL ORDER FORM

Quote#: Q-171107
Expires: 22 Jun, 2023

Order Type: Renewal
Date: 20 Jun, 2023

Bill To: CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130 USA

Ship To: CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130 USA

Bill To Contact: Jennifer Brown

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency:USD
Solution ID: 6118446

Contract Summary

Contract Period Start Date: 9/21/2023 12:00:00 AM

Contract Period End Date: 9/20/2024 12:00:00 AM

Total Price: USD 110,491.68

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 110,482.20

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



SaaS Application

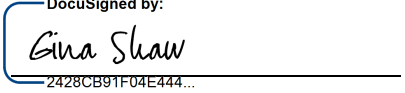
Product Name	Duration	Quantity	Monthly Total	Total Price
UKG DIMENSIONS LEAVE	12	150	USD 143.52	USD 1,722.24
UKG DIMENSIONS TIMEKEEPING HOURLY	12	1,465	USD 7,008.56	USD 84,102.72
UKG DIMENSIONS TIMEKEEPING SALARIED	12	185	USD 442.52	USD 5,310.24
UKG DIMENSIONS LEAVE	12	1,550	USD 1,483.04	USD 17,796.48
Total Price				USD 108,931.68

Tiered Pricing Application


Billing Frequency: **Annual in Advance**

Product Name	Total License Count	License Count Tier	Monthly Price
UKG DIMENSIONS OUTLOOK INTEGRATION	1,550	1 to 2499	USD 130.00
Monthly Total			USD 130.00

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF MURFREESBORO		Kronos Incorporated	
Signature:	_____	Signature:	 2428CB91F04E444...
Name:	_____	Name:	Gina Shaw
Title:	_____	Title:	Associate Manager, Cloud Renewals
Date:	_____	Date:	8/16/2023
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			

APPROVED AS TO FORM

DocuSigned by:

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

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Scheduling Public Hearing for Rezoning Along Medical Center Pkwy

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling rezoning along Medical Center Parkway for a public hearing before Council.

Staff Recommendation

Schedule a public hearing for the item below on October 19, 2023.

Background Information

The zoning request listed below pertains to TDK PUD (Planned Unit District) on property at the southwest corner of Medical Center Parkway and Robert Rose Drive. It will be discussed by the Planning Commission at its September 20th regular meeting. At that meeting, Staff expects the Planning Commission to schedule a public hearing on this item for October 11th. Staff is requesting that Council schedule a public hearing on this item as well.

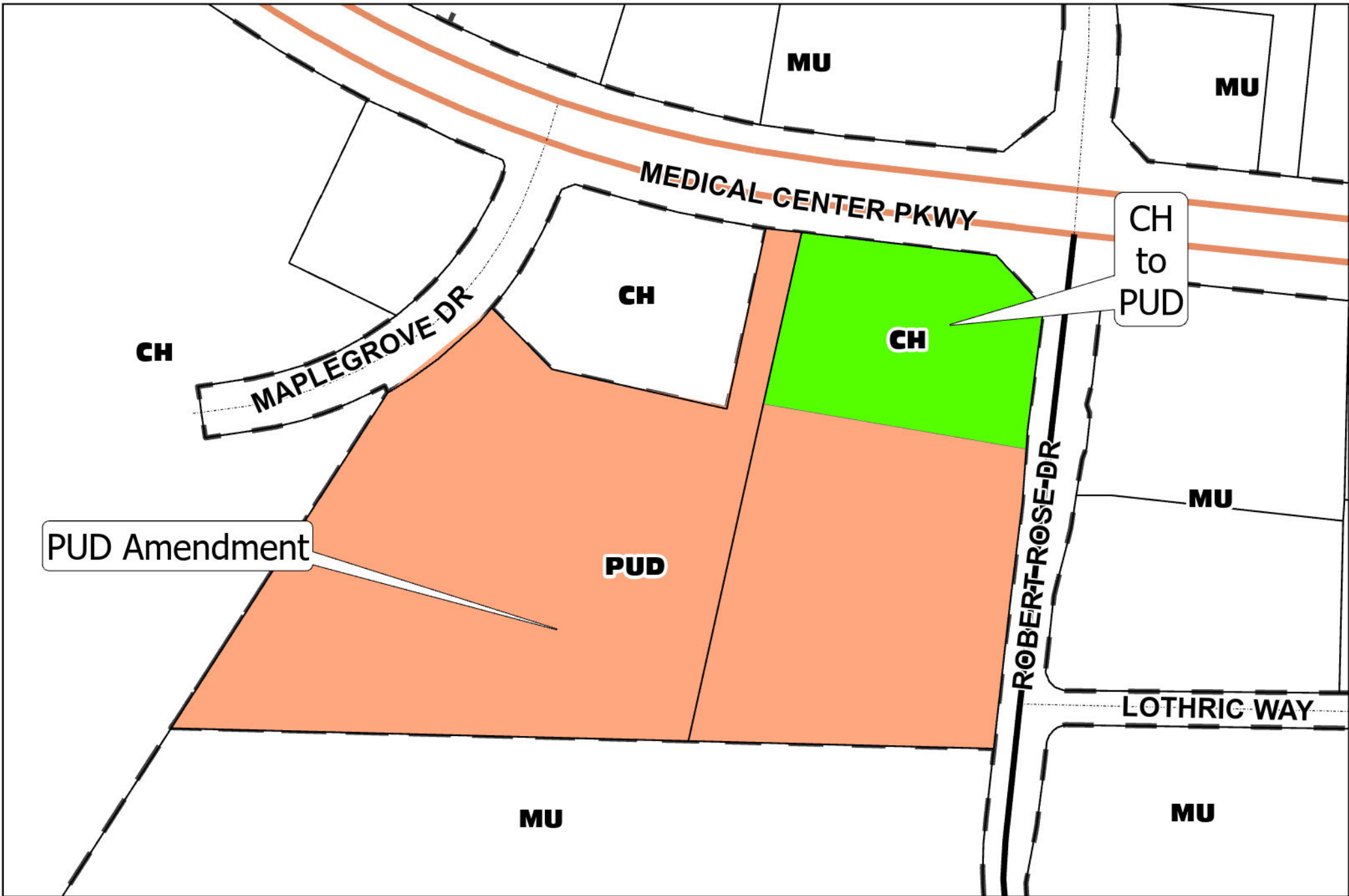
- a. Zoning application [2023-413] to amend the existing PUD zoning (TDK Corporate Headquarters/Vintage "Mixed Use" PUD) on 11.4 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive and to rezone approximately 2.4 acres from CH & GDO-1 to PUD & GDO-1, TDK Construction applicant.

Fiscal Impact

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

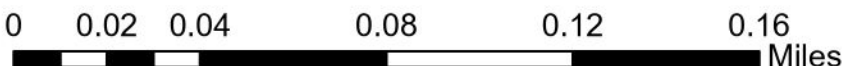
Attachments:

Map for zoning application for approximately 13.8 acres located along Medical Center Parkway and Robert Rose Drive



Zoning Request for Property located along Medical Center Parkway and Robert Rose Drive
 PUD Amendment and CH & GDO1 to PUD (TDK Headquarters/Vintage "Mixed Use" PUD) and GDO-1

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



COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on October 19, 2023.

Background Information

During its regular meeting on September 6, 2023, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

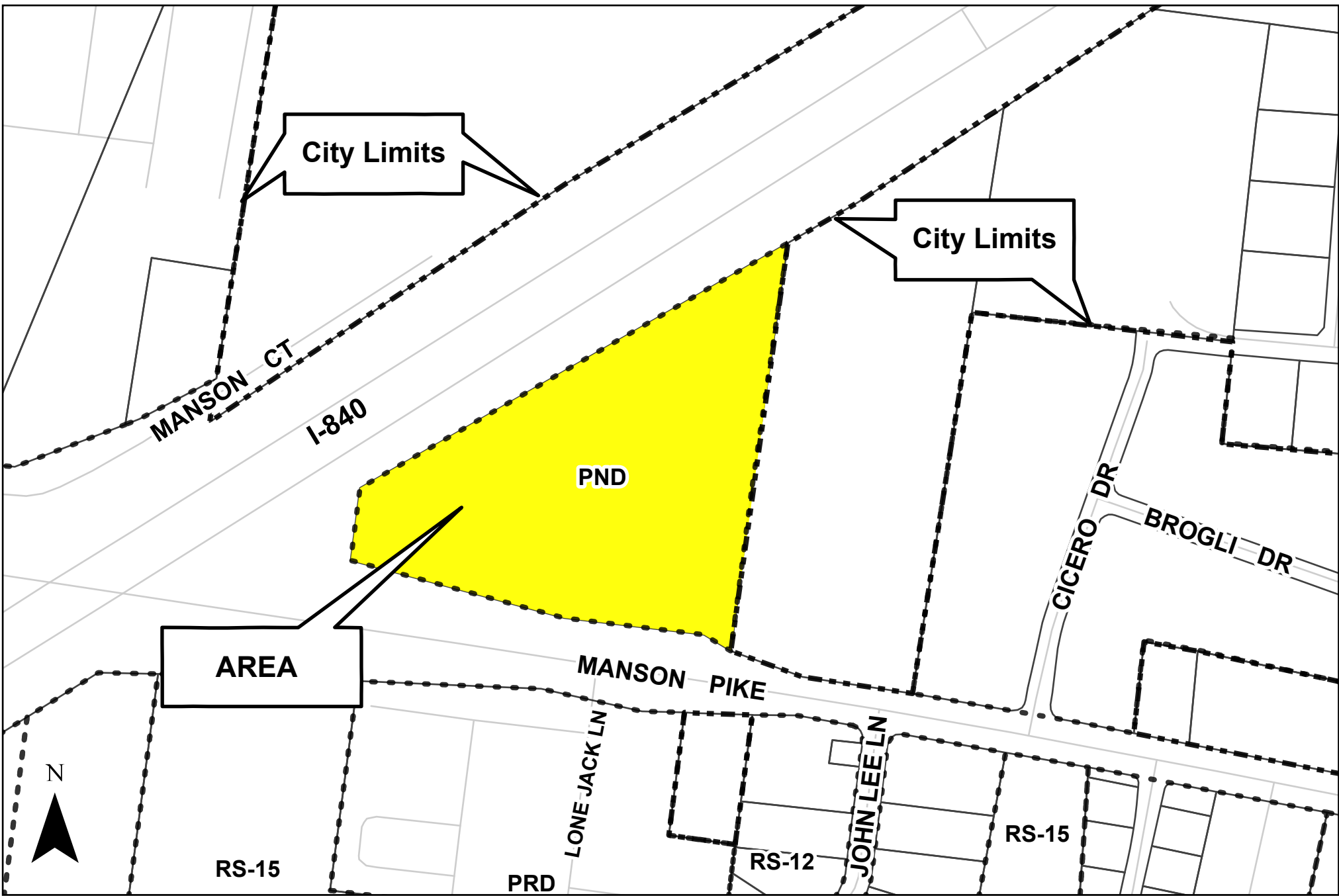
- a. Zoning application [2023-410] to amend the existing PND zoning (Rutherford Collegiate Prep PND) on 8.23 acres located along Manson Pike, Ryan Companies US, Inc. applicant.
- b. Zoning application [2023-409] to rezone approximately 12.0 acres located along Medical Center Parkway from CH & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1, Big V Property Group applicant.

Fiscal Impact

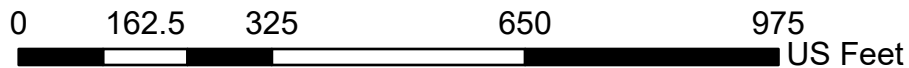
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

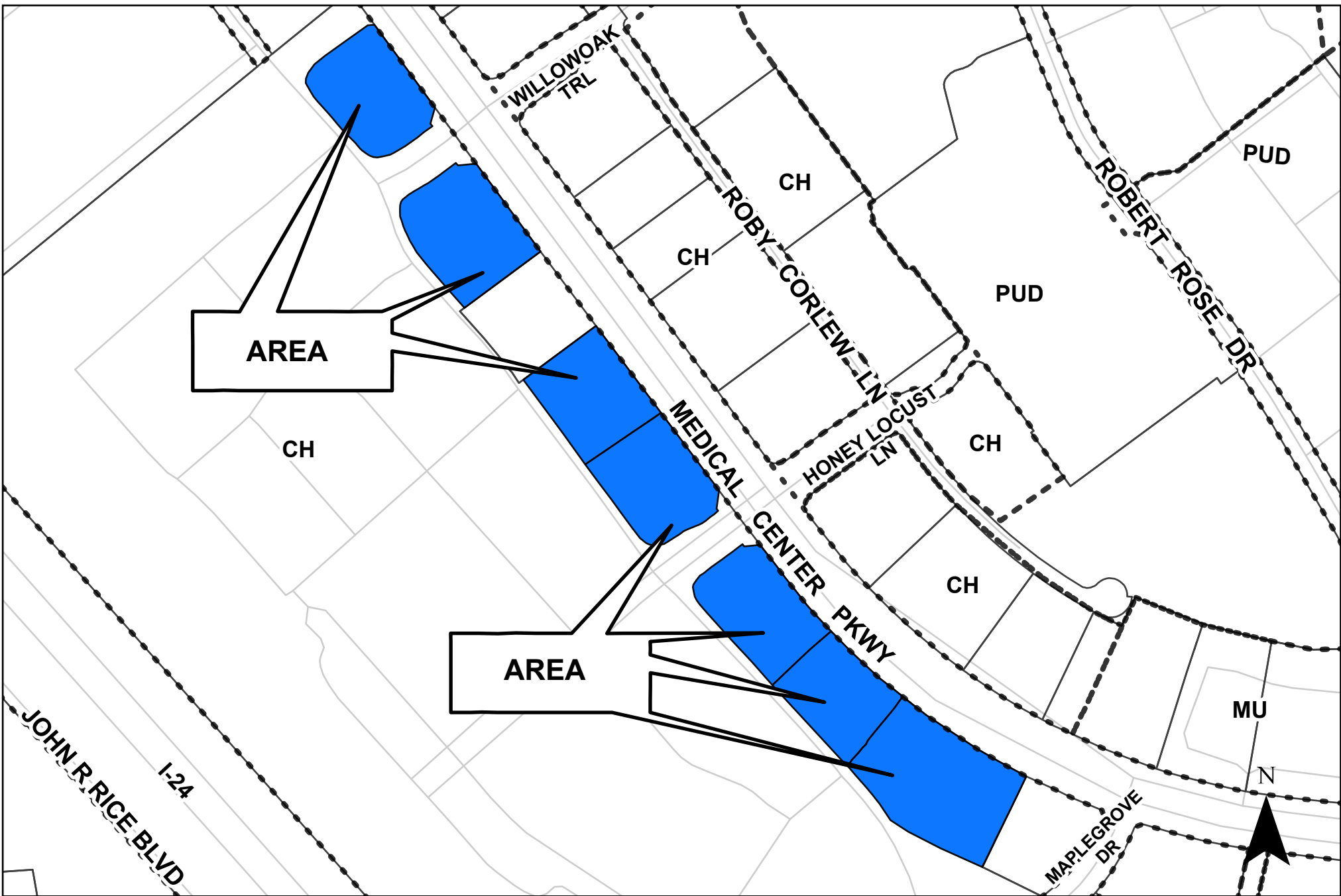
- 1. Map for zoning application for approx. 8.23 acres located along Manson Pike
- 2. Map for zoning application for approx. 12.0 acres located along Medical Center Parkway



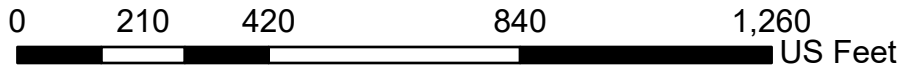
Zoning request for property along Manson Pike
 PND Amendment (Rutherford Collegiate Prep PND)



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



Zoning request for property along Medical Center Parkway
 Commercial Highway (CH) & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1



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

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

Item Title: Disciplinary Review Board

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Disciplinary Review Board.

Background Information

The purpose of the Disciplinary Review Board is to provide a due process hearing for certain employment decisions made by the City Manager.

As established by City Code § 36(a), the Disciplinary Review Board consists of seven members who serve six-year, staggered terms. At least one member must be a manufacturing representative; a business owner; a manager of 20 employees or more; a non-city employee who is not in management; and one shall be a doctor, lawyer, dentist, engineer, accountant, or architect. All members must be registered voters of the City for a period of not less than two years preceding such member's appointment.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Fiscal Impacts

None.

Attachments:

Memo from Mayor McFarland



September 21, 2023

Members of City Council

RE: Recommended Reappointments – Disciplinary Review Board

As an item for a future City Council agenda, I am recommending the following reappointments to the Disciplinary Review Board.

Board Reappointment

Steve Dix (Professional Representative) term expiring September 30, 2029

Zach Leister (Manufacturing Representative) term expiring September 30, 2029

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 09/21/2023

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
Firebirds of Murfreesboro, LLC	Firebirds Wood Fired Grill	2532 Medical Center Pkwy	On-premises	Restaurant	New Location
Connor Concepts, Inc.	The Chop House	541 N. Thompson Lane	On-premises	Restaurant	Ownership 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:

Name of Business Entity/Sole Proprietor	Firebirds of Murfreesboro, LLC
Name of Business	Firebirds Wood Fired Grill
Business Location	2532 Medical Center Pkwy
Type of Business	Restaurant
Type of Permit Applied For	On-premises

Type of Application:

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

5% or more Ownership

Name	Matt Perelman
Age	36
Residency City/State	New York/NY
Race/Sex	Caucasian/M
Background Check Findings	
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.
Name	Paul Viganò
Age	51
Residency City/State	New Canaan/CT
Race/Sex	Caucasian/M
Background Check Findings	
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.
Name	Robert Williams Jr.
Age	58
Residency City/State	New Canaan/CT
Race/Sex	Caucasian/M
Background Check Findings	
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:

Name of Business Entity/Sole Proprietor	Connor Concepts, Inc.
Name of Business	The Chop House
Business Location	541 N. Thompson Lane
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Permit Type Change	_____
Government Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

5% or more Ownership

Name	Joseph M. Connor
Age	72
Residency City/State	Knoxville/TN
Race/Sex	Caucasian/M
Background Check Findings	
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.

