

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
November 2, 2023

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: Providence Christian Academy Women's Golf and Volleyball Teams
STARS Award: April McClurkan

Public Comment on Actionable Agenda Items

Consent Agenda

1. New State Contract for Verizon Wireless Services (Information Technology)
2. Amendment One To Grant Contract (Police)
3. First Amendment to SaaS Agreement with Utility Associates (Police)
4. Asphalt Purchases Report (Water Resources)
5. Hobas Pipe Rehabilitation Change Order No. 1 (Water Resources)
6. Engineering Task Order Amendment for High Service Pump Station and Membrane Feed Pump Improvements (Water Resources)

Old Business

Ordinance

7. Ordinance 23-O-31 Modify City Code §§ 21-23(C) and 21-71 (2nd and final reading) (Administration)

Land Use Matters

8. Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee (Planning)
9. Ordinance 23-OZ-42 Amending the PND zoning for property along Manson Pike (2nd and final reading) (Planning)
10. Ordinance 23-OZ-41 Rezoning property along Medical Center Parkway and Robert Rose Drive (2nd and Final Reading) (Planning)
11. Ordinance 23-OZ-43 Rezoning property along Medical Center Parkway (2nd and final reading) (Planning)

New Business

Land Use Matters

12. Sewer Allocation Variance- Memorial Blvd – Jaymes Retail Center (Planning)
13. Sewer Allocation Variance- Memorial Blvd – Jaymes Academy (Planning) On

Motion

14. Abandon Greenway Trail Easement (Administration)
15. Abandon Greenway Trail Easement and establish Conservation Easement for Greenway Trail Purposes (Legal)

16. Wellness Services Agreement for 2024 (Human Resources)
17. Amendment to the Contract with Precision Delta (Police)
18. Purchase of Police Vehicles from Lonnie Cobb Ford (Police)
19. Purchase of Audio-Video Equipment from M3 Technology (Police)
20. Purchase of IntelliHub SaaS from Forward Thinking (Police)
21. Purchase of Police Equipment from GT Distributors (Police)
22. Purchase of Peterbilt 548 Dump Truck (Street)
23. Purchase of Peterbilt 589 Dump Truck for Stormwater (Street)
24. Advanced Metering Infrastructure Purchasing Contract Addendum (Water Resources)
25. Task Order for Water Resource Recovery Facility Standby Power Project (Water Resources)
26. O&M Vehicle Purchase (Water Resources)
27. Task Order Amendment for Oakleigh PS Replacement (Water Resources)

Board & Commission Appointments

28. Committee on Contributions of the Community Investment Trust (Mayor)

Licensing

29. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: New State Contract for Verizon Wireless Services

Department: IT Department

Presented by: Matthew Jarratt, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Transition to a new state contract with Verizon Wireless for cellular devices, services, and accessories.

Recommendation

Approve the transition to State of Tennessee Contract 32110-32711 with Verizon Wireless for cellular services and products.

Background Information

The City currently utilizes Verizon Wireless for City cellular services. The proposed state contract aligns the City with state guidelines providing access to the Emergency Management Access Gateway (EMAG), a specialized service that prioritizes network access for Public Safety officials during emergencies. This is critical for public safety purposes. Although the transition and additionally services increase the total cost of Verizon services by \$19,200, the overall costs of the existing services is decreased. This item is pending review by the City’s Legal department.

Council Priorities Served

Responsible Budgeting

Utilizing a state contract to secure cost-saving benefits for City departments is responsible budgeting.

Maintain Public Safety

EMAG service permitted by the proposed contract is ensures critical communications are not interrupted during emergencies.

Fiscal Impacts

This annual increase expense, \$19,200, is allocated among the operating budgets of the departments using cellar services.

Attachments

State of Tennessee Contract #32110-32711 – Authorized User Agreement

Cellco Partnership d/b/a Verizon Wireless (“Vendor”) and the State of Tennessee, Department of General Services, Central Procurement Office have entered into a contract for Cellular Devices, other Devices, Services, Accessories and Business Solutions with an effective date of November 1, 2019 (together with any and all amendments and/or addenda thereto the “Contract”). Pursuant to the Contract, [CITY OF MURFREESBORO _____], a Tennessee State governmental entity; Tennessee local governmental agency; member of the University of Tennessee or Tennessee Board of Regents systems; private not-for-profit institution or higher education chartered in Tennessee; or any corporation which is exempted from taxation under 26 U.S.C. Section 501c (3), as amended and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tennessee Code Ann. 33-2-10001), is eligible to participate under the Contract as an authorized user (“Authorized User”). Authorized User and Vendor may be referred to herein individually as “Party” and collectively as “Parties.” All capitalized terms not defined herein shall have the meaning provided in the Contract.

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the “User Agreement”), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions. Any online Verizon “Terms of Service” do not apply to purchases made under the Contract.

Furthermore, the Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract and this User Agreement. By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the State of Tennessee, Department of General Services, Central Procurement Office or its designee, upon the State of Tennessee, Department of General Services, Central Procurement Office request or as part of a contractual reporting requirement to the State of Tennessee, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this User Agreement and the Contract;
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the State of Tennessee, Department of General Services, Central Procurement Office (or successor agency) and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications. If Vendor and the State of Tennessee execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;
- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the “Authorized Contacts”) set forth below who are authorized to access the Authorized User’s account, established pursuant to

**State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement**

- this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between State of Tennessee and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for any wireless services and products;
 - (9) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Vendor. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Vendor does not make any representations or guarantees that these products meet any contract security requirements;
 - (10) Vendor requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by the User Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Authorized User ("Authorized User Subscriber billed lines"). Authorized User billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". At the request of the Authorized Contact, monthly billing for Authorized User billed lines of service can be sent to the Authorized User address. . By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you have the authority to bind the Authorized User to the terms of this User Agreement, including any financial terms.
 - (11) The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Vendor customer service order for Authorized User billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

Schedule ‘A’ – “Request for Authorized Contact” - List below the employee(s) that you are designating as Authorized Contact(s).

Print Name:	Print Name:
Title:	Title:
Office Phone:	Office Phone:
Cell Phone:	Cell Phone:
Email Address:	Email Address:

Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.

Participation Eligibility – check only one box **(REQUIRED)**:

1. **Tennessee State Agency:**
(e.g., Tennessee Department of Health, etc.)
2. **Tennessee Local Governmental Agency:** ✘
(e.g., City of Murfreesboro, etc.)
3. **Member of the University of Tennessee or Tennessee Board of Regents system:**
(e.g., Middle Tennessee State University, etc.)
4. **Private nonprofit institution of higher education chartered in Tennessee:**
(e.g., King University, etc.)
5. **Corporation which is exempted from taxation under 26 U.S.C. Section 501c(3):**

Questions regarding your organization's eligibility to purchase from this Contract may be directed to State of Tennessee, Department of General Services, Central Procurement Office at (615) 741-1035 or <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/contract-information.html>

Verizon Wireless Information to be completed by Account Manager.

Account Representative Name: Brad Posey		
Account Representative Address/Location: 5959 Shallowford Rd / 37421		
Manager Name: Rick Somers		
Account Numbers:		
Add Domain(s):		
Existing Employee Profile:	Existing Corporate Profile:	Or Create New Profile (check only 1 box below):
	2671454	Corporate Only:
		M2M Only:
		Corporate & M2M:
		Employee Only:
		Corporate & Employee:
		Corporate, Employee & M2M:

State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement

In no event will Vendor or the State of Tennessee be liable for any indirect, special, consequential incidental, or punitive damages, however caused, which arise out of any act or failure to act relating to this User Agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages. This Agreement and the Contract set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersede any and all previous communications, representations or agreements, whether oral or written. If any provision of the User Agreement or Contract conflicts with the law under which the agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with such applicable law. The remainder of the agreement shall remain in full force and effect.

The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.

Agreed and Accepted:

Authorized User:
Signature:
Printed Name:
Title:
Date:

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Amendment One to Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract

Department: Police

Presented by: Chief Bowen

Requested Council Action:

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

Summary

Amendment One to Tennessee Law Enforcement Hiring, Training and Recruitment Program grant contract.

Staff Recommendation

Approve the grant amendment.

Background Information

Council approved the State Grant Contract for the Tennessee Law Enforcement Hiring, Training and Recruitment Program on August 10, 2023. The State has recently submitted Amendment One to the grant contract for the purpose of revising the definition of an "Experienced Officer" in Section A.3.b. There were no changes to the funding or terms.

Council Priorities Served

Maintain public safety

Hiring and retention of qualified law enforcement personnel to effectively address public safety concerns.

Fiscal Impact

None.

Attachments

Amendment One to Grant Contract



GRANT AMENDMENT

Agency Tracking # 33501-244855	Edison ID	Contract # Non-Edison Contract 77833-79	Amendment # 1		
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID 0000004110		
Amendment Purpose & Effect(s) To amend the definition of an "Experienced Officer" in Contract Section A.3.b.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: March 7, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
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</i>	
Speed Chart (optional)		Account Code (optional)			

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: First Amendment to SaaS Agreement with Utility Associates

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

First Amendment to SaaS Agreement with Utility Associates, Inc.

Staff Recommendation

Approve the amendment to SasS agreement with Utility Associates.

Background Information

Utility Associates has provided software services and hardware warranties for the communication devices that are installed in Police vehicles since 2018. These devices provide connectivity, vehicle location and wireless services for officers. This amendment will extend services for an additional year.

Council Priorities Served

Maintain Public Safety

Consistent, high-quality communication devices are a critical part of effective public safety.

Fiscal Impact

The expense, \$12,090, is funded by the Department's Operating Budget.

Attachments

First Amendment to the Software as a Service and Hardware Warranty Agreement with Utility Associates, Inc.

**FIRST AMENDMENT
TO THE
SOFTWARE AS A SERVICE & HARDWARE WARRANTY AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
UTILITY ASSOCIATES, INC.**

This First Amendment (“First Amendment”) to the Contract entered August 19, 2022, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Utility Associates, Inc., a corporation of the state of Delaware, (“Contractor”) is effective as of July 1, 2023.

RECITALS

WHEREAS, on August 19, 2022, the City entered into a contract with Utility Associates, Inc. for equipment, software and services set forth in Sales Quote #131743-R dated January 13, 2022; and,

WHEREAS Clause 2.1 states the Contract expires on June 30, 2023, unless extended annually by mutual agreement of the parties for up to four (4) additional one-year terms; and

WHEREAS the City and Contractor wish to extend the Contract term pursuant to Clause 2.1 of the current Contract for an additional term through June 30, 2024.

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from July 1, 2023, until June 30, 2024, for the ROCKET Communications SaaS services set forth in Quote 133657 dated September 28, 2023.
2. All other terms of the Contract shall remain the same.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF MURFREESBORO

UTILITY ASSOCIATES, INC.

By: _____
Shane McFarland, Mayor

By: _____

Approved as to form:

Adam F. Tucker, City Attorney



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer: Murfreesboro TN Police
Date: 9/28/2023
Sales Quote#: 133657
Expires: 11/27/2023
Sales Rep: Dahlia Blake
PO#:
Terms: Net 30

Bill To

Chief Michael Bowen
ron.holloway@insight.com
Murfreesboro TN Police

Ship To

Ronal Head
Murfreesboro TN Police
1004 N. Highland Avenue
Murfreesboro TN 37130
United States

Item	Description	Quantity	Price Each	Amount
COM-S-1	ROCKET Communications Saas - 1 Year: 1 Year: The coverage period is 7/1/2023 through 6/30/2024 (12 mos.)	31	\$390.00	\$12,090.00

Signature Line

Signature: _____

Name: _____

Date: _____

PO: _____

Subtotal	\$12,090.00
Sales Tax (%)	\$0.00
Total	\$12,090.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Asphalt Purchases Report
Department: Water Resources
Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provide the best pricing for the Department.

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded MWRD’s FY24 operating budget.

Attachments

Asphalt Purchases Report

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$73.05	\$85.54	\$77.82	\$84.45	\$72.00	\$83.50	
Aug	\$72.71	\$85.11	\$77.38	\$83.85	\$72.00	\$83.50	
Sep	\$72.63	\$85.01	\$77.38	\$83.85	\$72.00	\$83.50	
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2022

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

8/10	DH	Vulcan	411-E	\$73.50	10.00	735.00	\$51,669.13
8/10	DH	Vulacn	411-E	\$73.50	5.31	390.29	\$52,059.42
8/22	DH	Hawkins	411-E	\$78.50	14.46	1,135.11	\$42,990.16
8/22	DH	Hawkins	307-BM	\$69.00	96.85	6,682.65	\$49,672.81
9/7	DH	Hawkins	307-BM	\$69.00	18.28	1,261.32	\$50,934.13
10/10	DH	Hawkins	307-BM	\$85.51	33.55	2,868.86	\$53,802.99
2/27	DH	Hawkins	307-BM	\$82.80	198.39	16,426.69	\$70,229.68
3/7	DH	Hawkins	307-BM	\$82.80	108.20	8,958.96	\$79,188.64
6/16	DH	Vulcan	307-BM	\$72.00	18.45	1,457.72	\$80,646.36
6/13	DH	Vulcan	307-BM	\$72.00	17.11	1,231.92	\$81,878.52
6/13	DH	Vulcan	411-E	\$83.50	9.14	92.64	\$81,971.16
7/31	DH	Vulcan	307-BM	\$72.00	18.46	1,329.12	\$83,300.28
7/31	DH	Vulcan	307-BM	\$72.00	18.10	1,303.20	\$84,603.48
8/4	DH	Vulcan	307-BM	\$72.00	18.19	1,309.68	\$85,913.16
8/4	DH	Vulcan	307-BM	\$72.00	18.14	1,306.08	\$87,219.24
8/15	DH	Vulcan	307-BM	\$72.00	18.41	\$1,325.34	\$88,544.58
8/18	DH	Vulcan	307-BM	\$72.00	18.16	\$1,307.52	\$89,852.10
8/18	DH	Vulcan	307-BM	\$72.00	18.51	\$1,332.72	\$91,184.82
8/18	DH	Vulcan	307-BM	\$72.00	\$18.07	1301.04	\$92,485.86
9/12	DH	Vulcan	307-BM	\$72.00	\$18.80	1353.60	\$93,839.46
9/23	DH	Vulcan	307-BM	\$72.00	13.42	966.24	\$94,805.70
9/22	DH	Vulcan	411-E	\$83.50	18.03	1,505.51	\$94,805.70
9/22	DH	Vulcan	411-E	\$83.50	12.04	2,510.85	\$97,316.55
9/22	DH	Vulcan	411-E	\$83.50	10.15	847.53	\$98,164.08
9/22	DH	Vulcan	411-E	\$83.50	5.02	419.17	\$98,583.25
9/22	DH	Vulcan	411-E	\$83.50	16.05	\$99.55	\$98,682.80
9/22	DH	Vucan	411-E	\$83.50	9.09	\$759.02	\$99,441.82
9/26	DH	Vulcan	411-E	\$83.50	8.16	\$681.36	\$100,123.18

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Hobas Pipe Rehabilitation Change Order No. 1

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider construction contract change order number 1 for the Hobas Pipe Rehabilitation Project.

Staff Recommendation

Approve contract change order number 1.

Background Information

Installation of concrete manholes are an unforeseen requirement to replace the fiberglass tee-base manholes. The manhole replacements are required in order to allow Insituform to be able to install the cured in place liner to rehabilitate sections of sewer main. The fiberglass tee-bases manholes have too small an entryway. The liner cannot be installed through the tee-base manholes without severely wrinkling or structural damage.

To compensate for the cost of installing new concrete manholes (replacing the fiberglass tee-base manholes), rehabilitation of two full mainline segments have been removed from the project temporarily for further investigation, as well as a portion of another line segment has been removed because the ovality issues were at a minimum.

112 days is requested as part of change order no. 1 to fabricate the concrete manholes.

Council Priorities Served

Responsible budgeting

Value engineering the project has allowed the Department to rehabilitate the highest priority sewer segments using the owner's contingency and staying under the current contract amount.

Fiscal Impact

A total of \$170 will be deducted from the contract amount for a new total contract amount of \$9,944,818, and 112 days will be added to the contract times.

Attachments

1. LJA Recommendation
2. Change Order Form No. 1

October 17, 2023

Ms. Valerie Smith, PE
Assistant Director
Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130

**RE: 2022 REHABILITATION (HOBAS) PROJECT
CHANGE REQUEST NO. 1
MWRD PROJECT NO. 22090**

Dear Ms. Smith:

Please find attached Change Request No. 1 which includes specifics regarding the additions and deductions of project related construction activities. The following summarizes the change items and provides a recommendation for approval.

Change Request No. 1 includes labor and materials required to install eight (8), 72-inch diameter manholes along existing mainline segments to facilitate the installation of the large diameter CIPP liners of specified segments. Additionally, two (2) line segments were removed from the project due to the effects of the additional required manhole installations along those segments. One of the line segments is within the CSX Railroad right-of-way and will require a significant amount of additional coordination with the railroad. The other line segment has been removed in order to evaluate a more cost-effective means to repair that may result in a lower impact of disturbance to the property owners and City streets.

The net change in construction scope reduced the overall contract value by \$170.07; however, due to the additional construction time needed to install each manhole, the contract time will require an increase of 112 calendar days. The revised contract value would total \$9,944,987.93 and the revised construction period would be extended to a contract end date of October 29, 2024.

LJA has reviewed the proposed changes and recommends they be approved.

Sincerely,



Travis E. Wilson, PE
Vice President

Attachments – Change Request Form No. 1

Murfreesboro Water Resource Department

ICRF# 1Date Issued: 10/17/2023**ITEMIZED CHANGE REQUEST FORM**Owner Contract No. **Project No. 22090**Project Name: **2022 Murfreesboro Rehabilitation Project (HOBAS)**Engineer: **LJA Engineering, Inc.**Contractor: **SBW Constructors, LLC**Requested By: **Engineer**

Drawing:

Problem Desc: **Adjust contract quantities to reflect the additional manhole installations required to facilitate installation of the CIPP liner.****Revised Scope Description/Details**

Item No.	Description	Qty	Unit	Unit Price	Item Total
ADD					
2d	36-Inch, 33 mm CIPP for Sanitary Sewer Mainline - Mainline Segment 021H0010_023H0120 - Page 5	145	LF	\$1,180.00	\$171,100.00
2d	36-Inch, 33 mm CIPP for Sanitary Sewer Mainline - Mainline Segment 023H0120_023H0110 - Page 5	160	LF	\$1,180.00	\$188,800.00
9a	New 6-Foot Diameter Pre-Cast Concrete Manhole - MH 021H0060 - Page 6 - 8.75-Feet Deep - 36-Inch HOBAS - Glaze Ct	1	EA	\$75,235.55	\$75,235.55
9b	New 6-Foot Diameter Pre-Cast Concrete Manhole - MH 021H0080 - Page 6 - 8.19-Feet Deep - 36-Inch HOBAS - Glaze Ct	1	EA	\$75,889.22	\$75,889.22
9c	New 6-Foot Diameter Pre-Cast Concrete Manhole - MH 023H0100 - Page 5 - 19.51-Feet Deep - 36-Inch HOBAS - Railroad Side of Church St	1	EA	\$94,557.73	\$94,557.73
9d	New 6-Foot Diameter Pre-Cast Concrete Manhole - MH 023H0110 - Page 5 - 20.34-Feet Deep - 36-Inch HOBAS - Railroad Side of Church St	1	EA	\$105,193.60	\$105,193.60
9e	New 6-Foot Diameter Pre-Cast Concrete Manhole - New Manhole between MH 021H0020 and MH 021H0010 (MH 021H0010A) - Page 5	1	EA	\$102,933.10	\$102,933.10
9f	New 5-Foot Diameter Pre-Cast Concrete Manhole - MH 035D0010 - Page 15 - 18.4-Feet Deep - 30-Inch HOBAS - Warrior Dr	1	EA	\$99,845.99	\$99,845.99
9g	New 5-Foot Diameter Pre-Cast Concrete Manhole - MH 035D0040 - Page 19 - 10.41-Feet Deep - 30-Inch HOBAS - Warrior Dr	1	EA	\$78,441.42	\$78,441.42
9h	New 5-Foot Diameter Pre-Cast Concrete Manhole - MH 035D0050 - Page 19 - 13.35-Feet Deep - 30-Inch HOBAS - Warrior Dr	1	EA	\$78,540.08	\$78,540.08
9i	72-Inch Diameter Manhole Lining on 30-Inch and 36-Inch Lines (0 to 6-Feet Tall) - Bases Only - Includes Bypass and Pump Watch	8	EA	\$6,879.04	\$55,032.32
9j	72-Inch Diameter Manhole Lining on 30-Inch and 36-Inch Lines (Over 6-Feet Tall)	16	VF	\$615.87	\$9,853.92
Subtotal of all Additions:					\$1,135,422.93

Item No.	Description	Qty	Unit	Unit Price	Item Total
DEDUCT					
2b	36-Inch, 27 mm CIPP for Sanitary Sewer Mainline - 020H0010_021H0090 - Page 7	226	LF	\$1,718.00	\$388,268.00
2d	36-Inch, 33 mm CIPP for Sanitary Sewer Mainline - 021H0020_021H0010 - Page 5 (Removing 200-Feet of CIPP Lining from Mainline Segemnt 021H0020_021H0010; After New Manhole 021H0010A is set between MH 021H0010 and MH 021H0020, Segment will be CIPP Lined from MH 021H0010A to MH 021H0010)	200	LF	\$1,180.00	\$236,000.00
4a	36-Inch, 18 mm CIPP for Sanitary Sewer Mainline - 023H0060_023H0050 - Page 4	385	LF	\$1,325.00	\$510,125.00
5a	Mainline Grouting, Grout Leaking Joint Sections of Sewer Mainline (48-inch Diameter Pipe)	1	Gal	\$1,200.00	\$1,200.00
Subtotal of all Deducts:					\$1,135,593.00
ORIGINAL CONTRACT VALUE					\$9,945,158.00
REVISED CONTRACT VALUE AFTER CHANGE ORDER #1					\$9,944,817.86

Contractor Acknowledgement:	
<input type="checkbox"/> No Change in Contract Amount is required.	<input checked="" type="checkbox"/> A Change in Contract Amount is required: <u>-\$170.07</u>
<input type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Time is required: <u>112 Calendar Days</u>
_____	_____
Architect / Engineer / Inspector / RPR	Contractor
Approve As To Form	Proceed with Execution
DocuSigned by: <i>Adam Tucker</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
43A2035E51F9401 Adam Tucker, City Attorney	_____
	Owner's Representative

Distribution: Engineer, Owner; Central Files

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Engineering Task Order Amendment for High Service Pump Station and Membrane Feed Pump Improvements

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider an amendment to the engineering task order for design fees associated with the Stones River Water Treatment Plant high service pump station and membrane feed pump improvements.

Staff Recommendation

Approve Engineering Task Order Amendment No. 3 with Smith Seckman Reid (SSR).

Background Information

The original substantial completion date of the construction of this contract was to be 224 days from the NTP which was established as on or before May 2, 2022. The latest change, Change Item No. 7, modified the length of the contract as part of the contract close out process. The Contractor requested a 505-day time extension of the substantial completion of the contract to complete the work. The time extension request is the result of delivery delays of High Service Pump No. 4 due to excessive lead times by the pump manufacturer. This extension resulted in additional project management, resident project representation, and construction administration from SSR.

Council Priorities Served

Responsible Budgeting

Maintaining system infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The expense, a \$10,000 increase to the original scope of engineering services, is funded from MWRD's FY24 operating budget.

Attachments

SSR ETO Amendment for HSPS and Membrane Feed Pump Improvements

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 19-41-021.0
Amendment No. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 6, 2020
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: High Service Pump Station and Membrane Feed Improvements

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 19-41-021.0, these modifications includes:
 - 1. Additional project management, resident project representation, construction administration effort required to complete construction after construction schedule tripled original anticipated schedule.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>140,130.00</u>
b. Net change for prior amendments:	\$ <u>66,190.00</u>
c. This amendment amount:	\$ <u>10,000.00</u>
d. Adjusted Agreement amount:	\$ <u>216,320.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 24, 2023.

OWNER:

ENGINEER:

By: _____

By: Andrew Johnson

Title: _____

Title: Principal

Date Signed: _____

Date Signed: September 7, 2023

APPROVED AS TO FORM

Adam Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Modify City Code §§ 21-23(C) and 21-71
[Second Reading]

Department: Administration

Presented by: Craig Tindall

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

Modification of City Code § 21-23(C) and 21-71 to remove unenforceable language.

Staff Recommendation

Pass and adopt Ordinance 23-O-31 with and immediate effective date.

Background Information

City Code § 21-23 was first adopted in 1949. This code section defines the term "sexual conduct" as used in other sections of the Code. That definition incorporates the term "homosexuality". City Code § 21-71 was enacted in 1977. It appears to have copied the definition of § 21-23 for the two terms used in both sections, including the definition of "sexual conduct". The term homosexuality is an anachronism unenforceable under current law. Therefore, it should be excised from the definitions used in these ordinances.

An emergency clause making the ordinance immediately effective was added for second reading. A two-thirds affirmative vote of Council is required to pass the ordinance in this form.

Council Priorities Served

Maintain public safety

Clarifying code sections that are enforceable for purpose of public safety are necessary to maintain the applicability of those sections.

Operational Issues

None. There is no recollection of the above code sections ever having being enforced with respect to the term excised by the proposed ordinance.

Fiscal Impact

None

Attachments

Ordinance 23-O-31, as amended

ORDINANCE 23-O-31 amending Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-23 and Article III, Section 21-71, regarding the definition of sexual conduct.

WHEREAS, the City periodically must update its ordinances consistent with current law in the interest of properly regulating public conduct.

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

SECTION 1. Section 21-23(C) and Section 21-71 of the Murfreesboro City Code is amended by deleting the word “homosexuality” from the definition of “Sexual conduct.”

SECTION 2. That this Ordinance shall take effect immediately after its passage upon second and final reading as an emergency exists, and the public welfare and the welfare of the City require its adoption as an emergency ordinance.

Shane McFarland, Mayor

Passed:

1st reading: _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 6.5 sfu’s for the proposed Dutch Bros. Coffee.

Background Information

On August 16, 2023, the Planning Commission approved a site plan for a new Dutch Bros. coffee shop to be located at the northeast corner of the intersection of the Old Fort Parkway frontage road and Market Place. Approval of the site plan was made contingent on Council granting a sewer allocation variance for the proposed development. The subject property is currently developed with a bank building, which has been vacant for over a year. It is zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu’s/acre. The lot in question is 0.8 acres in size and thus is allowed only two sfu’s. The anticipated usage is approximately 8.5 sfu’s; therefore, the development of the coffee shop will use more than the ordinance allows by approximately 6.5 sfu’s. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and tax revenue of greater benefit than the requested additional sewer capacity.

At its August 17, 2023 meeting, Council first considered this variance request and, after expressing its concerns regarding the development’s traffic impact, voted to defer action. Council considered it once again on October 19, 2023, at which time the applicant requested another deferral. At that meeting, Staff updated Council that the study of the Old Fort Parkway frontage road won’t be completed until early 2024. The applicant has requested that the variance be placed back before Council for consideration.

For Council’s information, Staff has attached the approved site plan, showing how the developer proposes to manage traffic. Two access points are planned along Market Place -- with the northernmost being a full access and the southernmost being limited to right-in only. In addition, one access point is proposed along the Old Fort Parkway

frontage road, and it will consist of a right-in and both a left-out and right-out. The left-out was added at Staff's request to help facilitate the movement of traffic from the site eastbound to the Mall Circle Drive traffic signal. Regarding queueing, the Zoning Ordinance requires a minimum of 10 queueing spaces, and this plan is providing 23 queueing spaces -- more than double the minimum.

Council Priorities Served

Improve economic development

The development will create jobs and provide additional tax revenue. It will also allow for the redevelopment of a site that is currently vacant.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

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

Attachments

1. Request letter from applicant
2. Site plan approved by Planning Commission on 08/16/2023
3. Exhibit of routes to and from this site
4. Minutes from 08/16/2023 Planning Commission meeting
5. Memo from MWRD



July 31, 2023

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

Re: 1950 Old Fort Parkway
Dutch Bros Coffee
Tax Map 911, Parcel 001.04
Sewer Allocation Variance Request

Dear Greg,

The property we are requesting a variance for is located at 1950 Old Fort Parkway, Tax Map 911, Parcel 001.04. The current building on the site is a drive through bank. The proposed development will be a Dutch Bros Coffee which is a drive through coffee shop. The property is zoned Commercial Highway (CH) and the zoning will remain the same with the proposed development. This zoning allows for 2.5 single family units (s.f.u.) per acre of 650 gpd/acre. The site has an area of 0.81 acres which allows for 2.025 s.f.u. or 526 gpd. It is estimated that Dutch Bros Coffee will need 8.46 s.f.u. or 2,200 gpd. This amount is 6.44 s.f.u. or 1,674 gpd over the allowed amount.

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

Sincerely,

RaganSmith Associates, INC.

A handwritten signature in black ink that reads "Jay Floyd". The signature is written in a cursive, flowing style.

Jay Floyd, P.E.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith

MURFREESBORO STANDARD SITE PLAN NOTES:

- IN ACCORDANCE WITH TCA SECTION 7-59-310(B)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATE ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS OR VAULTS, AND LATERALS, REFERRED TO AS "EQUIPMENT", TO BE PROVIDED AT EACH SUCH PROVIDERS' EXPENSE.
- ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
- A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
- FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
- CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
- A TDOT PERMIT MAY BE REQUIRED. EVIDENCE OF TDOT APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
- A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAM BANK PROTECTION VOLUME MUST BE PROVIDED.
- AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.



SITE DATA

PROPERTY INFORMATION:	
STREET ADDRESS:	1950 OLD FORT PARKWAY MURFREESBORO, TN 37129
PARCEL:	0911A-001.04-000
SITE ACREAGE:	40.80AC (35,020 S.F.)
SITE ACREAGE AFTER ROW DEDICATION:	40.74AC (32,067 S.F.)
PLAT BOOK:	18
PLAT PAGE:	49
OWNER:	
MIKE CHANNELL & PAUL SCHAEFFER PO BOX 32319 KNOXVILLE, TN 37931	
DEVELOPER:	
DUTCH BROS COFFEE, LLC 110 SW 4TH STREET GRANTS PASS, OR 97526 TERRY OWENS 252.382.4000 TERRY.OWENS@DUTCHBROS.COM	
PROJECT MANAGER:	
GRACE WOOTEN RAGAN-SMITH ASSOCIATES, INC. 1410 COWART STREET, SUITE 200 CHATTANOOGA, TN 37408 423.490.9400 GWOOTEN@RAGANSMITH.COM	
PROJECT INFORMATION:	
ZONING CLASSIFICATION:	CH, COMMERCIAL HIGHWAY
ADJACENT LOT ZONING:	CH, COMMERCIAL HIGHWAY
EXISTING LOT ZONING:	BANK WITH DRIVE THRU & PARKING LOT
PROPOSED USE:	COFFEE KIOSK
TOTAL BUILDING S.F.:	950 S.F.
MAX BUILDING HEIGHT:	24 FT (1 STORY)
DISTURBED AREA:	41,605 S.F. / 0.96 AC
EXISTING IMPERVIOUS AREA:	30,592 S.F. / 0.70 AC (87.1%)
PROPOSED IMPERVIOUS AREA:	23,821 S.F. / 0.55 AC (88.0%)
VEHICLE USE AREA:	21,048 S.F. / 0.48 AC (60.1%)
MINIMUM FRONT SETBACK:	42' REQUIRED - 71' PROVIDED
MINIMUM CORNER SETBACK:	42' REQUIRED - 42' PROVIDED
MINIMUM SIDE SETBACK:	10' REQUIRED - 47' PROVIDED
MINIMUM REAR SETBACK:	20' REQUIRED - 158' PROVIDED
PLANTING YARDS:	8' FRONT CORNER REQUIRED - 8-28' PROVIDED 5' SIDE REAR REQUIRED - 5-10' PROVIDED
PARKING INFORMATION:	
PARKING REQUIREMENT (SPECIALTY RESTAURANT):	1 SPACE PER 100SF (950SF = 10 SPACES) PLUS 1 SPACE PER 100SF OF OUTDOOR SEATING AREA (1150SF = 2 SPACES) TOTAL REQUIRED = 12 SPACES
PARKING PROVIDED:	12 SPACES (INCLUDES 1 ACCESSIBLE SPACE)

GENERAL NOTES:

- HVAC UNITS ARE LOCATED ON ROOF OF BUILDING.
- BUILDING AND CURB LINES ARE PARALLEL OR PERPENDICULAR TO WEST PROPERTY LINE N 08°31'28" E
- ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
- A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
- FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.

LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- PROPOSED BUILDING
- CONCRETE
- CONCRETE (HEAVY DUTY)
- LANDSCAPE AREA

Scale: 1"=20'

Date: 04/12/2023

Approved By: JEF

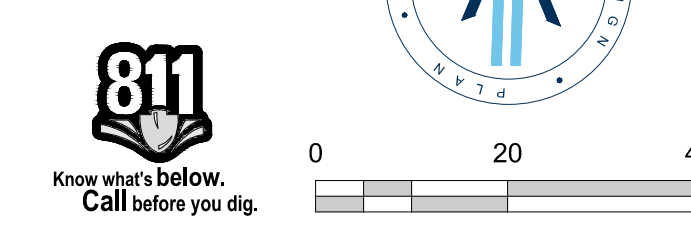
Revisions:

1 05/03/2023 PER PLANNING COMMENTS

Drawing Title:
LAYOUT PLAN

Drawing No.
C1.0

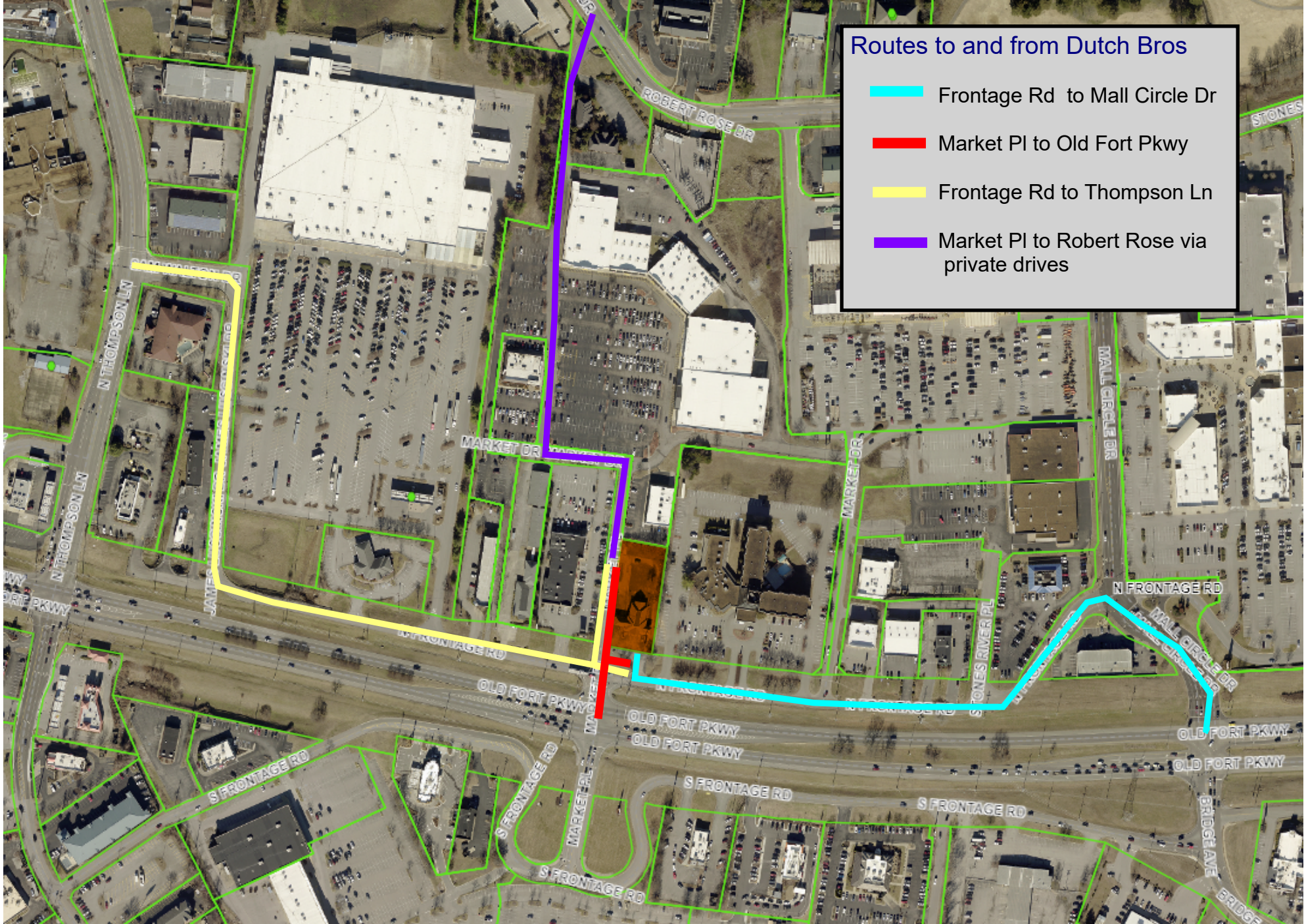
Project No.
22-0326



11:00 AM PROJECT: 220326-0001-LOCAL, NAME: RAGAN-SMITH ASSOCIATES, INC. DATE: 04/12/2023, LAYOUT PLAN, PLOTTED BY: RAGAN-SMITH ASSOCIATES, INC. LAST UPDATED BY: RAGAN-SMITH ASSOCIATES, INC. 04/12/2023 12:29 PM

Routes to and from Dutch Bros

- Frontage Rd to Mall Circle Dr
- Market Pl to Old Fort Pkwy
- Frontage Rd to Thompson Ln
- Market Pl to Robert Rose via private drives



MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023

1:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguila, Planner
Katie Noel, Project Engineer
Gabriel Moore, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Ram Balachandran, Deputy Transportation Dir.
Michele Emerson, City Engineer

1. Call to order.

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the August 2, 2023, Planning Commission meeting.

Vice-Chairman Ken Halliburton moved to approve the minutes of the August 2, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023

Salem Landing, Lot 2 [2023-3088] site plan for a 13,680 ft2 multi-tenant commercial building with gas canopy on 2.0 acres zoned CH located along New Salem Highway and Rivermont Way, Sunil Patel developer.

There being no further discussion, Mr. Shawn Wright moved to approve the Consent Agenda subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

Old Business:

Dutch Bros. Coffee [2023-3051] site plan review of a 950 ft2 Specialty Restaurant with drive-thru located on 0.80 acres zoned CH located at 1950 Old Fort Parkway, Dutch Bros Coffee, LLC developer. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matthew Blomeley stated that the design team had made improvements to their site plan from staff recommendations. Their site plan has been revised since the publication of the agenda.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023

Mr. Shawn Wright commented he had spoken with Executive Director of Public Infrastructure and other City staff about the possibility of closing this intersection and/or the Old Fort Parkway frontage road. Ms. Michele Emerson came forward stating Kimley Horn was currently working on a task order with the Tennessee Department of Transportation on a feasibility study to widen Old Fort Parkway from I-24 heading east. This task order would include studying the closure of the intersection at the frontage road and Marketplace Drive.

Mr. Bricke Murfree (attorney) representing the applicant stated they have been working very hard on reconfigurations for this site and would continue working with staff to address any concerns and recommendations.

There being no further discussion, Mr. Bryan Prince made a motion to approve the application subject to all staff comments (including the recommendation to include a left-out for the driveway at the frontage road); the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas

Nay: Shawn Wright

GDO: On Motion

Parkway Office Park, Resubdivision of Lots 1 and 2 [2023-2058] final plat for 1 lot on 3.5 acres zoned MU and GDO-3 located along Gateway Boulevard, Gateway MOB,



... creating a better quality of life

MEMORANDUM

DATE: August 2, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Dutch Brothers Coffee
1950 Old Fort Parkway
Map 91I, Parcel 1.04
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 06A. There are no capacity concerns within the basin that have been identified. This project will flow into an 8” sewer main along the northern border of Old Fort Parkway which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 06A currently has capacity for 10,848 connections. By committing sewer service to this development, basin 06A’s sewer connection capacity will be reduced by one connection, resulting in 10,847 available connections for future developments. Please note that while the Dutch Brothers Coffee is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter, is determined to be 8.46, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 6.46 single family units (sfu’s) above the 2.0 sfu’s allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Amending the PND zoning for property along Manson Pike
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Ryan Companies US, Inc. presented to the City a zoning application [2023-404] to amend the existing PND (Planned Institutional District) zoning on approximately 8.23 acres located along the north side of Manson Pike. During its regular meeting on September 6, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On October 19, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

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

Attachments:

Ordinance 23-OZ-42

ORDINANCE 23-OZ-42 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 amend the conditions applicable to approximately 8.23 acres in the Planned Institutional Unit Development (PND) District (Rutherford Collegiate Prep PND) located along Manson Pike, as indicated on the attached map, Ryan Companies US, Inc., applicant [2023-410].

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 modify the conditions of the Planned Institutional Unit Development (PND) District, as indicated on the attached map, for the purpose of increasing square footage, the number of students, the number of classrooms, the number of teachers, and the maximum building height.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-42

PUD

City Limits

PND
amended

City Limits

MANSON CT

I-840

PND

PUD

MANSON PIKE

RS-15

PRD

LONE JACK LN

RS-12

JOHN LEE LN



COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Rezoning property along Medical Center Parkway and Robert Rose Drive
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 13.8 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

TDK Construction presented to the City a zoning application [2023-413] for 13.8 acres located along Medical Center Parkway to be zoned PUD (Planned Unit District) and GDO-1 (Gateway Design Overlay District 1), including amending the existing PUD zoning on 11.4 acres and rezoning 2.4 acres from CH (Commercial Highway District) to PUD and GDO-1. During its regular meeting on October 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

In the time since the Planning Commission considered this request, several revisions have been made to the pattern book. When the Planning Commission reviewed the pattern book, a rendering of the proposed building on the "Lot 3 Proposed Commercial Parcel" was included but no detailed elevations were provided at that time. The pattern book has been updated to include detailed elevations of all four sides of this building -- which it should be noted are consistent with the rendering provided to Planning Commission. In addition, text has also been included in the

pattern book, formally requesting an exception to use the color white for the architectural elevations, consistent with the rendering and elevations provided.

On October 19, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City.

Attachments:

Ordinance 23-OZ-41

ORDINANCE 23-OZ-41 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 amend the conditions applicable to approximately 11.4 acres in the Planned Unit Development (PUD) District (TDK Corporate Headquarters / Vintage “Mixed Use” PUD) located along Medical Center Parkway, Robert Rose Drive and Maplegrove Drive and to rezone approximately 2.4 acres from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District and Gateway Design Overlay One (GDO-1) District as indicated on the attached map, TDK Construction, applicant [2023-413].

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 modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing 232 multi-family dwelling units, as well as office, restaurant, and retail uses within a total of six buildings and to rezone the area indicated on the attached map from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District and Gateway Design Overlay One (GDO-1) District.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51F8401...

Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-41



CH

PUD

PUD

ROBERT ROSE DR

MU

MU

MEDICAL CENTER PKWY

Area
Rezoned from
CH and GDO-1
to
PUD and GDO-1

CH

MAPLEGROVE DR

CH

CH

MU

PUD

ROBERT ROSE DR

LOTHRIC WAY

PUD
Amendment

MU

MU

CH

CH



COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

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

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezoning of approximately 12.0 acres located along Medical Center Parkway west of Maplegrove Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Big V Property Group presented to the City a zoning application [2023-409] for approximately 12.0 acres located along Medical Center Parkway to be rezoned from CH (Commercial Highway District), GDO-1 (Gateway Design Overlay District 1), and PSO (Planned Signage Overlay District) to PCD (Planned Commercial District), GDO-1, and PSO. During its regular meeting on September 6, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On October 19, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will allow additional flexibility for an existing shopping center, helping to maintain its viability in an ever-changing retail landscape.

Attachments:

Ordinance 23-OZ-43

ORDINANCE 23-OZ-43 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 12.0 acres along Medical Center Parkway from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District (The Avenue of Murfreesboro PCD); Big V Property Group, applicant [2023-409].

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

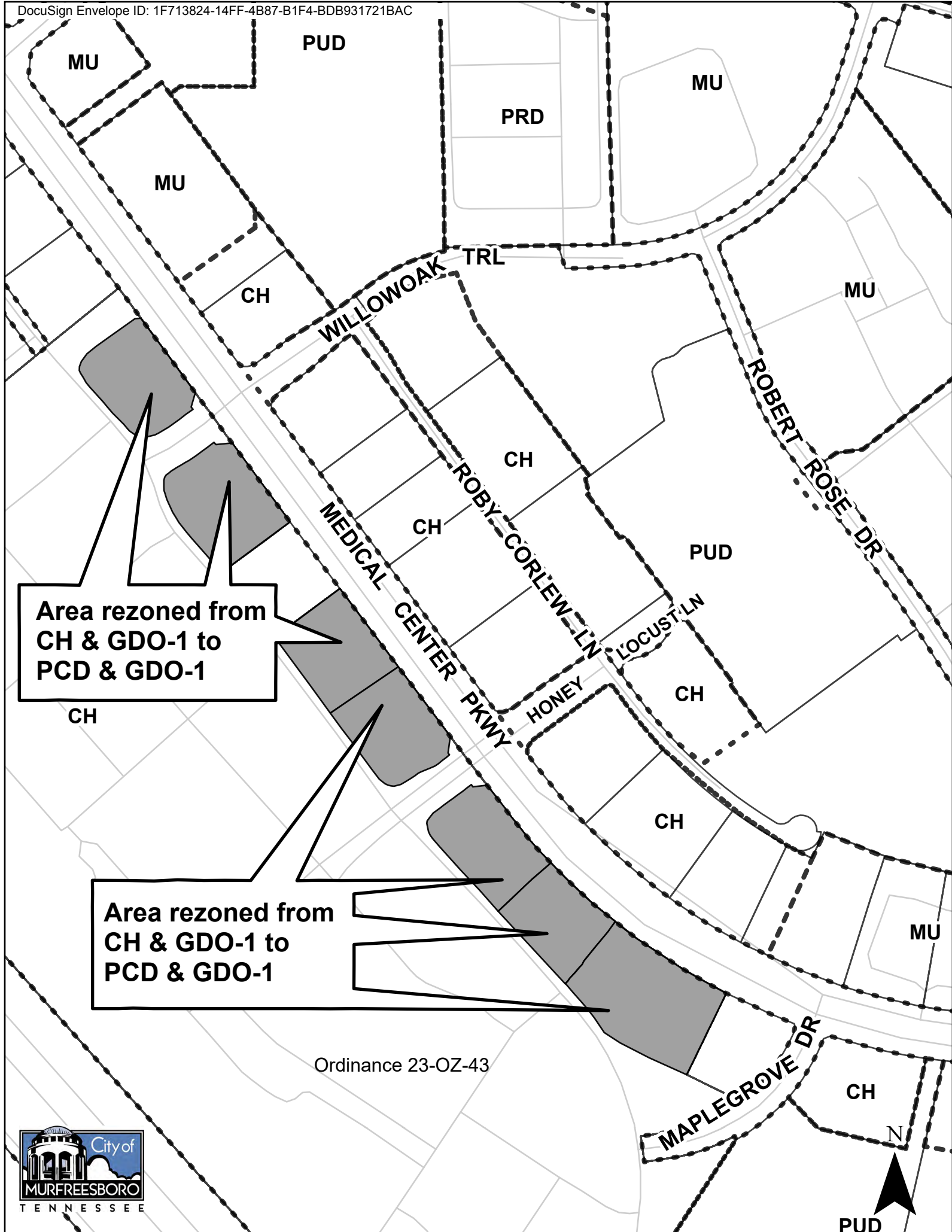
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 23-OZ-43



COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Sewer Allocation Variance- Memorial Blvd – Jaymes Retail Center

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 5.4 sfu’s for the proposed multi-tenant commercial building.

Background Information

The Planning Department has conducted due-diligence and pre-application meetings for a new multi-tenant commercial building to be located along the east side of Memorial Boulevard north of Osborne Lane. The property is zoned Commercial Local (CL), which, per the ordinance, only allows 2.5 sfu’s/acre. The proposed lot in question is approximately 0.65 acres in size and thus is allowed only 1.63 sfu’s. The anticipated usage is approximately seven sfu’s; therefore, the development of the commercial building will use more than the ordinance allows by approximately 5.37 sfu’s. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The development will create jobs and provide additional tax revenue.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

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

Attachments

1. Request letter from applicant

2. Site plan
3. Memo from MWRD

October 19, 2023

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

Re: Jaymes Retail
3150 Memorial Blvd, Murfreesboro TN
Tax Map 69, Parcel 36.03
Sewer Allocation Variance Request

Dear Greg:

The property we are requesting a variance on is Jaymes Retail at 3150 Memorial Blvd, Murfreesboro TN at Tax Map 69, Parcel 36.03 for a Commercial Center. This property is zoned Commercial Local (CL). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gpd/acre. The property in question is 0.65 Acres and thus is allowed 1.63 s.f.u. The anticipated usage for the commercial center is approximately 7 s.f.u; therefore, the development of this property will use more than the ordinance allows by 5.37 s.f.u.

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

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Christopher Maguire, P.E.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith



... creating a better quality of life

MEMORANDUM

DATE: October 23, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: James Property Retail
Map 69, Parcel 36.03
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

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

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2022 Sewer Allocation report, this Basin MF08 currently has capacity for 2784 connections. By committing sewer service to this development, Staff is determining that basin 08's sewer connection capacity will be reduced by 1.0 connection, resulting in 2783 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while the Retail Spaces will be counted as one sewer connection, the current single-family unit (sfu) equivalency is estimated to be 7.0 sfu's, resulting in a larger sewer discharge than the 490 gallon per day per connection average the model is based upon.

Per the existing Commercial Local (CL) zoning and the property being 0.65 acre, the property is allowed 1.63 sfu's. Therefore, the Academy is requesting a variance of 5.37 sfu's.

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

Water Resources Department

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Sewer Allocation Variance- Memorial Blvd – Jaymes Academy

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 2.5 sfu’s for the proposed multi-tenant commercial building.

Background Information

The Planning Department has conducted due-diligence and pre-application meetings for a new daycare center to be located along the east side of Memorial Boulevard north of Osborne Lane. The property is zoned Commercial Local (CL), which, per the ordinance, only allows 2.5 sfu’s/acre. The proposed lot in question is approximately one acre in size and thus is allowed only 2.5 sfu’s. The anticipated usage is approximately five sfu’s; therefore, the development of the commercial building will use more than the ordinance allows by approximately 2.5 sfu’s. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The development will create jobs and provide additional tax revenue.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

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

Attachments

1. Request letter from applicant

2. Site plan
3. Memo from MWRD



October 19, 2023

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

Re: Jaymes Academy
3156 Memorial Blvd, Murfreesboro TN
Tax Map 69, Parcel 36.00
Sewer Allocation Variance Request

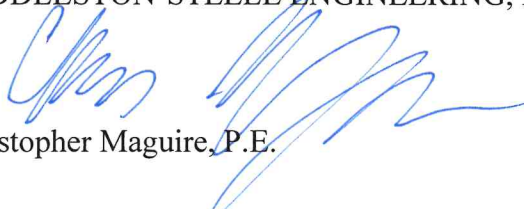
Dear Greg:

The property we are requesting a variance on is Jaymes Academy at 3156 Memorial Blvd, Murfreesboro TN at Tax Map 69, Parcel 36.00 for a daycare. This property is zoned Commercial Local (CL). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gpd/acre. The property in question is 1.00 Acres and thus is allowed 2.5 s.f.u. The anticipated usage for the daycare is approximately 5 s.f.u; therefore, the development of this property will use more than the ordinance allows by 2.5 s.f.u.

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

Sincerely,

HUDDLESTON-STEEL ENGINEERING, INC.



Christopher Maguire, P.E.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith

LEGEND

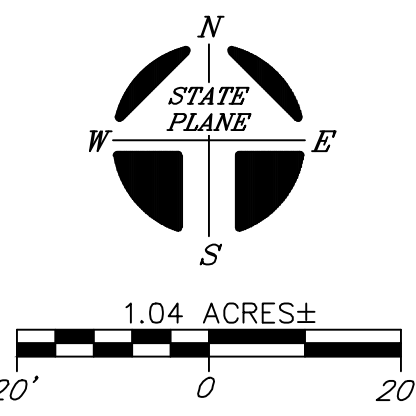
- ⊕ Power Pole
- ⊕ Existing Fire Hydrant
- W— Existing Water Line
- S— Existing Sanitary Sewer Line
- SSMH Existing Sanitary Sewer Manhole
- ⊕ Existing Telephone Box
- ⊕ Existing Electric Box
- SSMH Existing Storm Drain Manhole
- ⊕ Existing Light Pole
- UGT— Existing Underground Telephone Line

- LEGEND FOR MONUMENTS**
- IPF IRON PIN SET
 - IPF IRON PIN FND.
 - BARRIERS SPIKE
 - FENCE
 - SURVEY POINT
 - △ WALL
 - CONC. MARKER FND.

Site Data
 Lot Size= 45,302 Sq.Ft. = 1.04± Acre
 Zoning= CL
 Existing Use= Vacant
 Proposed Use= Day care
 Proposed Building Size= 10,160 S.F

Parking Required= 1 space per 300 Sq.Ft + 1.5 per 2 employees on the largest shift
 =1(10,160/ 300) + 1.5(13/ 2)
 =44 Spaces
 Retail stores Parking Required= (1/225) 5280 Sq.Ft
 =24 Spaces
 Total Site Parking Required
 =68 Spaces
 Total Site Parking Proposed
 =68 Spaces (And 4 H.C. Spaces)

Existing Impervious Area: Vacant
 Proposed Impervious Area:
 Buildings=10,160 S.F
 Pavement & Concrete=20,933 S.F
 Total= 31,093 S.F

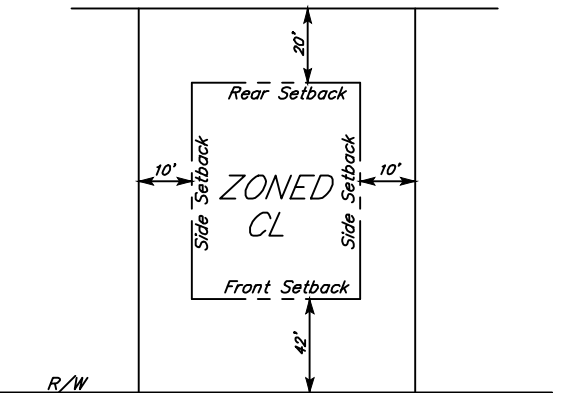


OWNER/DEVELOPER: JAYMES ACADEMY LLC
 ADDRESS: 804 N THOMPSON LN, STE 1E
 Murfreesboro, TN 37129
 Tax Map 69, Parcel 36.00

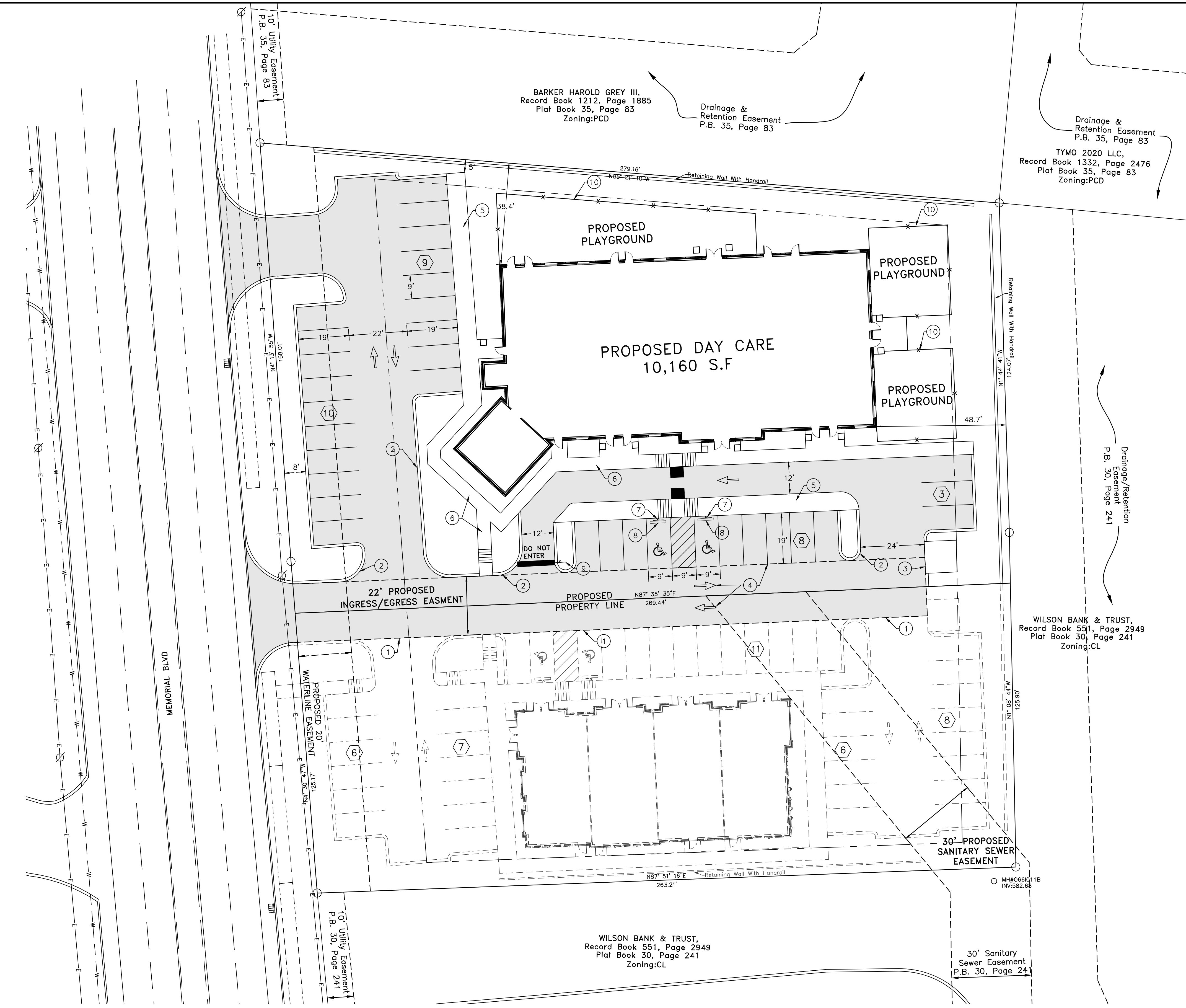
DRAWING REVISIONS		
NO.	DATE	DESCRIPTION

Construction Legend	
Callout	Description
1	Proposed edge of pavement
2	Proposed extruded curb
3	Proposed 12'x12' dumpster enclosure
4	Proposed striping
5	Proposed 7' sidewalk
6	Proposed 5' sidewalk
7	Proposed HC sign
8	Proposed wheel stop
9	Proposed DO NOT ENTER sign
10	Proposed fence

ZONED: CL (COMMERCIAL LOCAL)
 Front Setback: 42'
 Side Setback: 10'
 Rear Setback: 20'



TYPICAL BUILDING SETBACK DETAIL
 N.T.S.



WILSON BANK & TRUST,
 Record Book 551, Page 2949
 Plat Book 30, Page 241
 Zoning:CL

30' Sanitary
 Sewer Easement
 P.B. 30, Page 241

TRANSMITTAL COPY
 FOR REVIEW
 PURPOSES ONLY

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

SITE PLAN
JAYMES ACADEMY

MEMORIAL BLVD
 9TH CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: SEPTEMBER, 2023 SCALE 1"=20' SHEET: 02.1



... creating a better quality of life

MEMORANDUM

DATE: October 23, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: James Property Academy
Map 69, Parcel 36
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

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

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2022 Sewer Allocation report, this Basin MF08 currently has capacity for 2785 connections. By committing sewer service to this development, Staff is determining that basin 08's sewer connection capacity will be reduced by 1.0 connection, resulting in 2784 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while the Academy is counted as one sewer connection, the current single-family unit (sfu) equivalency based on actual water usage data is determined to be 5 sfu's, resulting in a larger sewer discharge than the 490 gallon per day per connection average the model is based upon.

Per the existing Commercial Local (CL) zoning and the property being 1 acre, the property is allowed 2.5 sfu's. Therefore, the Academy is requesting a variance of 2.5 sfu's.

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

Water Resources Department

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Abandon Greenway Trail Easement

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approve formal abandonment of Greenway Trail Easements over property that has been sold.

Staff Recommendation

Approve abandonment and authorize Mayor to execute the Easement Abandonment and Quitclaim to Swanson Developments LP

Abandonment of these Greenway Trail Easements was recommended by Planning Commission on February 1, 2023.

Background Information

In 2008, the City recorded a *Declaration of Permanent Easements for Greenway Trail Purposes* across two properties as shown on the drawing attached as Attachment 1. At that time, it was anticipated that all of Easement area "B" would be park area associated with the anticipated construction of a future Greenway Trail.

In 2020, that plan was modified, and area "B" was sold to Swanson Development LP. The Easement over area "B" would have been abandoned at that time but it was not reflected on the title report. Additionally, the City and Swanson Developments agreed to remove the Greenway Easement from that portion of Easement area "A" also shown on Attachment 1 that was conveyed to Swanson Developments as "Tract H."

Abandoning these Easements with an Abandonment and Quitclaim Deed, Attachment 2, correct title to this property in its intended form.

Council Priorities Served

Improve economic development

Assuring property is transferred sold for economic development is properly title is necessary to provide assurances related to future development project.

Fiscal Impact

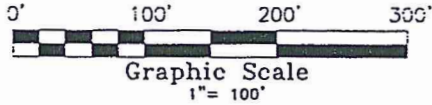
None.

Attachments

1. Drawing showing easements "A" and "B" created in 2008
2. Proposed Abandonment and Quitclaim

GATEWAY BLVD.
(R/W VARIES)

20' A & S/
Electric, Sidewalk, Purified
Water Easement
Pb 28, Pg 94-98



20' W & S/
Electric, Sidewalk, Purified
Water Easement
Pb 28, Pg 94-98

N 42°29'06" E
L=71.33'
R 672.50'
Δ=06°04'38"
C LEN=71.30'
BRG N 44°29'56" W

L176.41'
R640.00'
Δ=15°47'36"
C LEN175.86'
BRGS 55°27'12" E

CITY OF MURFREESBORO
TAX MAP 91H,
GROUP "B"
PARCEL 4.00
PB 29, PG 183
(R.O.R.C., TN.)

⑩
CITY OF
MURFREESBORO
TAX MAP 91H,
GROUP "B"
PARCEL 5.00
P.B. 29, P.184
(R.O.R.C., TN.)

⑩
CITY OF
MURFREESBORO
TAX MAP 91H,
GROUP "B"
PARCEL 5.00
P.B. 29, P.184
(R.O.R.C., TN.)

P.O.C.
Trail Easment "A"
P.O.B.
Trail Easment "B"
LINDA KAY
CINDY LOU NESVIK
TAX MAP 91H,
GROUP "A"
PARCEL 2.01
DB 472, PG 255
(R.O.R.C., TN.)

R.L. PINSON
ETAL.
TAX MAP 91H,
GROUP "A"
PARCEL 2.00
DB 220, PG 143
(R.O.R.C., TN.)
TRAIL ESMT. "A" - 65,681.1 SF
TRAIL ESMT. "B" - 120,247.7 SF

R.L. PINSON
ETAL. ELVIS M.
TAX MAP 91
PARCEL 3.03
DB 562, PG 231
(R.O.R.C., TN.)

P.O.B.
Trail Easment "A"

LEGEND
TRAIL ESMT.
Rev. 6/28/07 Added area to esmt B.
Rev. 6/14/07 Added area to esmt A.

TAX MAP 91H, GROUP "B"
PARCEL 5.00
EASEMENT EXHIBIT
GATEWAY
TRAIL EASEMENTS TRACT 10

DATE: 10/2007
DRAWN BY: AUD
CHECKED BY: CDP
SCALE: 1"=100'
FILE NAME:
2005 PROJECTS\
05-04-609(survey)
greenway esmt parcel P

Wiser
COMPANY
Engineering - Surveying - Mapping
1431 Kensington Square Court
Murfreesboro, Tennessee 37130
Telephone: 615.896.7375
Facsimile: 615.896.7016

OVERLAND GREENWAY TRAIL
PHASE 3

100 YR FLOOD LINE

FLOODWAY LIMITS

WEST FORK STONES RIVER

REMAINING
LANDS OF
CITY OF MURFREESBORO
TAX MAP 91
PARCEL 3.00
DB 633, PG 742
(R.O.R.C., TN.)

N 80°33'48" E
40.34'

S 88°34'08" E
150.25'

S 82°04'38" E

N 71°18'00" W
165.20'

S 80°33'48" W
45.65'

N 88°34'08" W
104.02'

N 82°34'28" W
180.90'

N 81°34'08" W
176.96'

N 75°56'00" W
87.55'

N 56°45'47" W
116.26'

N 68°18'00" W

S 11°13'36" W
230.10'

N 23°56'59" E

S 11°13'36" W

S 11°12'40" W
122.04'

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S 11°12'40" W

N 23°56'59" E

S 11°13'36" W

Name and Address of New Owner:
Swanson Development, LP
1188 Park Avenue
Murfreesboro, TN 37128

This Instrument Prepared By:
David A. Ives, Deputy City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

SEND TAX BILL TO:
- Same -

**TO BECOME PART OF
TAX MAP 091H GROUP A PARCEL 002.00**

**ABANDONMENT AND QUITCLAIM
OF PERMANENT EASEMENTS FOR GREENWAY TRAIL PURPOSES**

WHEREAS the following facts exist:

A. By a Declaration of Permanent Easements for Greenway Trail Purposes ("Declaration") recorded at Record Book 841 page 3077 RORC, the City of Murfreesboro ("City") declared certain properties described therein to be subject to an easement for future Greenway Trail use, and

B. The City's plans have changed such that the property identified in such Declaration as "Gateway Trail Easement Tract No. 10B" on the attached Exhibit A is no longer intended to be utilized for Greenway Trail purposes.

C. The City's plans have changed such that the portion of the property identified in such Declaration as "Gateway Trail Easement Tract No. 10A" on the attached Exhibit A that was conveyed to **Swanson Developments, LP**, as "TRACT H" by instrument of record at Record Book 1735 page 3944, RORC, is no longer intended to be utilized for greenway trail purposes.

NOW THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed:

1. The City hereby abandons and quitclaims unto **Swanson Developments, LP**, the entirety of the City's right, title, and easement interest in and to the Permanent Easement for Gateway Trail Purposes area described and shown as "Gateway Trail Easement Tract No. 10B" on the attached Exhibit A that was conveyed to **Swanson Developments, LP**, by instrument of record at Record Book 1957 page 3619, RORC.

2. The City hereby abandons and quitclaims unto **Swanson Developments, LP**, the entirety of the City's right, title, and easement interest in and to that portion of the Permanent Easement for Greenway Trail Purposes area described and shown as "Gateway Trail Easement Tract No. 10A" on the attached Exhibit A that was conveyed to **Swanson Developments, LP**, as "Parcel H" by instrument of record at Record Book 1735 page 3944, RORC.

City's Source of Title being instrument of record at Record Book 841 page 3077 RORC.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the said Grantee, its successors and assigns forever.

WITNESS OUR HANDS this the ____ day of _____ 2023.

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, MAYOR

ATTEST:

JENNIFER BROWN, CITY RECORDER

This Instrument Prepared By:
David A. Ives, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

Map 091H Group B Part of Parcel 005.00

**DECLARATION OF PERMANENT EASEMENTS
FOR GREENWAY TRAIL PURPOSES**

The **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee, ("**CITY**") is the owner of the property described in instrument of record in Plat Book 29, Page 184 of the Register's Office of Rutherford County, Tennessee (the "**Property**"). **CITY** hereby declares that the following described portion of the Property is subject to permanent easements for the Gateway Trail Greenway and related uses, together with all necessary rights of ingress and egress to and from the following described portion of the Property for the purpose of accomplishing the aforementioned project. Said portion of the Property is more particularly described as follows:

GATEWAY TRAIL EASEMENT TRACT NO. 10A:

Being a certain tract or parcel of land lying and being in Rutherford County, Tennessee, and is the City of Murfreesboro property recorded in Plat Book 29, Page 184, in the Registers Office of Rutherford County, Tennessee (R.O.R.C., TN.), located on Tax Map 91H, Group "B" as Parcel 5.00 and is more particularly described as follows:

Commencing at an iron pin found in the east property line of herein referenced property, said point is the northwest property corner of the Linda and Cindy Nesvik property recorded in D.B.472, P.255 (R.O.R.C., TN.); thence, along the west property line of said Nesvik, and the east property line of herein referenced parcel, S 10°59'17"W a distance of 228.32' to a ½" rebar (F); thence, S 11°12'40"W a distance of 122.04' to a ½" rebar (F); thence, N 68°18'00"W a distance of 200.20' to a ½" rebar (F), said rebar being the northwest corner of the R.L. Pinson property D.B. 562, P. 231 (R.O.R.C., TN.); thence, with Pinson's west property line, S 11°13'36"W a distance of 230.10' to the Point of Beginning; thence, S 11°13'36"W a distance of 115.52' to an iron pin found, said pin being the southeast corner of herein referenced property; thence along south property line, and floodway limits of Stones River, N 75°56'00"W a distance of 87.55' to a point; thence, N 81°34'08"W a distance of 176.96' to a point; thence, N 82°34'28"W a distance of 180.90' to a point; thence, N 88°34'08"W a distance of 104.02' to a point; thence, S 80°33'48"W a distance of 45.65' to a point, said point is the southwest property corner of herein referenced tract; thence, with west line, N 16°52'00"W a distance of 111.88' to a point; thence, leaving said west line, N 80°33'48"E a distance of 40.34' to a point; thence, S 88°34'08"E a distance of 150.25' to a point; thence, S 82°04'38"E a distance of 457.65' to the Point Of Beginning and containing 65,681.1 Sq. Ft. more or less.

GATEWAY TRAIL EASEMENT TRACT NO. 10B:

Beginning at an iron pin found in the east property line of herein referenced property, said point is the northwest property corner of the Linda and Cindy Nesvik property recorded in D.B.472, P.255 (R.O.R.C., TN.); thence, along the west property line of said Nesvik, and the east property line of herein referenced parcel, S 10°59'17"W a distance of 228.32' to a ½" rebar (F), said rebar being the southwest corner of the Nesvik property; thence, S 11°12'40"W a distance of 122.04' to a ½" rebar (F), said rebar being the northeast corner of the R.L. and Elvis Pinson property recorded in D.B. 562, P. 231 (R.O.R.C., TN.); thence, N 68°18'00"W a distance of 200.20' to a ½" rebar (F), said rebar being the northwest corner of the aforementioned Pinson property; thence, with greenway easement line, N 68°18'00"W a distance of 60.39' to a ½" rebar (S); thence, N 56°45'47"W a distance of 116.26' to a ½" rebar (S), said rebar being the southwest corner of herein described property; thence, N 23°56'59"E a distance of 367.00' to a ½" rebar (S), in the south right of way of Medical Center Parkway; thence, with south right of way, for the next five (5) calls, S 41°27'37"E a distance of 10.65' to a ½" rebar (F); thence, along a curve to the left, having a radius of 672.50', a chord bearing of S 44°29'56"E a distance of 71.30' to a ½" rebar (F); thence, N 42°29'06"E a distance of 32.50' to a ½" rebar (F); thence, with a curve to the left, having a radius of 640.00', a central angle of 15°47'36", an arc length of 176.41' to a ½" rebar (F); thence, S 63°19'46"E a distance of 37.90' to the Point Of Beginning and containing 120,247.7 Sq. Ft. more or less.

Source of title being instrument of record in ^{Deed. Book 683 Page 657} Plat Book 29, Page 184 of the Register's Office of Rutherford County, Tennessee.

This Declaration is made for the purpose of providing record notice to any subsequent purchaser of the Property or any portion of the Property, and to all other persons of the existence of these easements for Greenway and related uses.

WITNESS OUR HANDS, this 6th day of May, 2008.

CITY OF MURFREESBORO

BY: Tommy Bragg, Mayor
TOMMY BRAGG
ITS: MAYOR

ATTEST:
Melissa Wright
MELISSA WRIGHT, CITY RECORDER

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

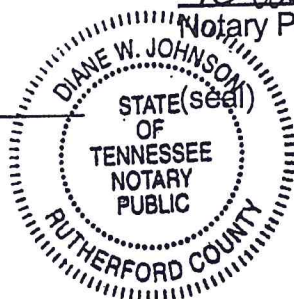
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared TOMMY BRAGG and MELISSA WRIGHT, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a Municipal Corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND and Official Seal, at office in Murfreesboro, Tennessee, on this the 6th day of May, 2008.

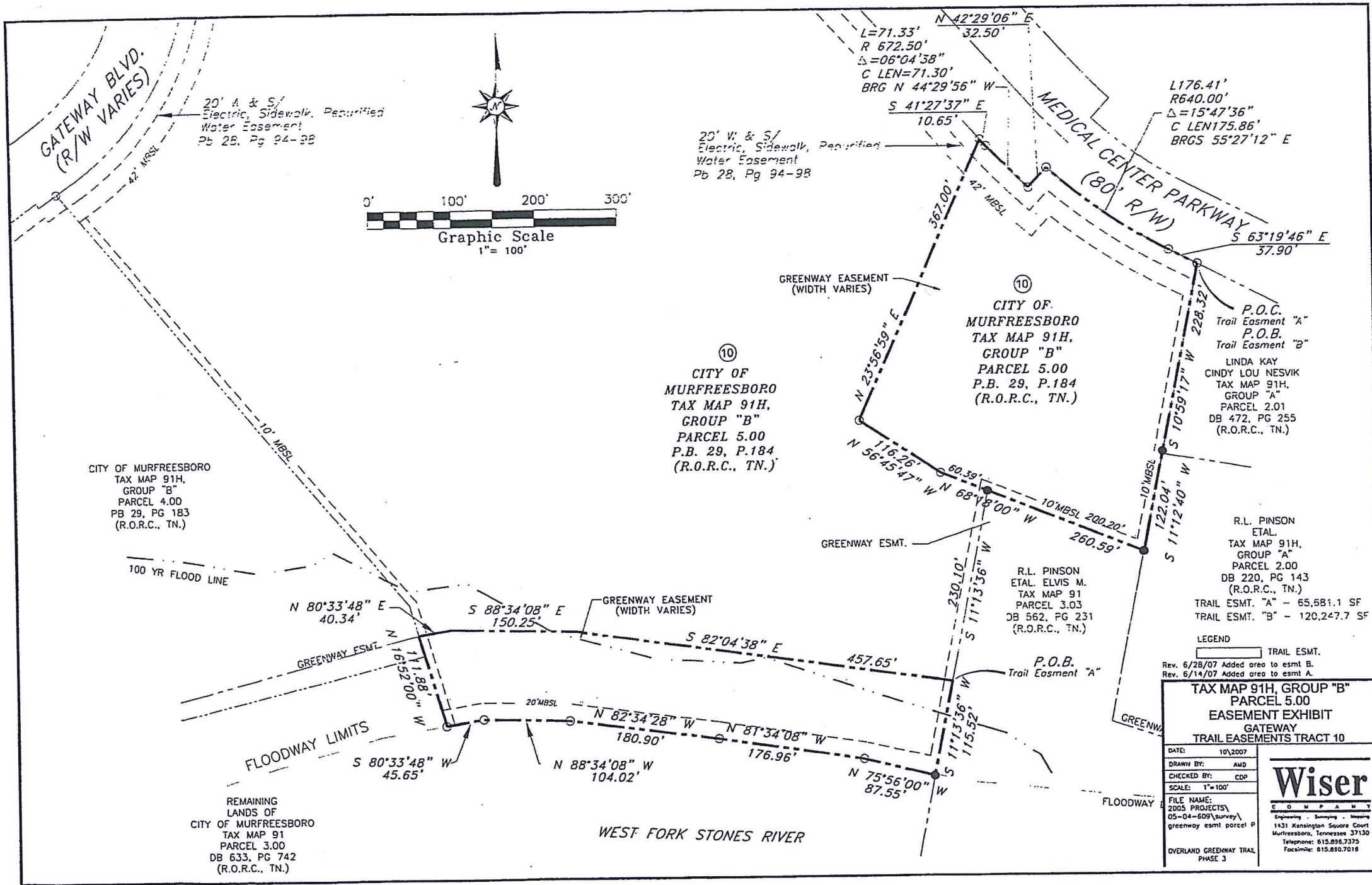
Diane W. Johnson

Notary Public

My Commission Expires: _____



COM. EXPIRES: 2-24-2009



Rec'd #:	556026	Instrument #:	1562671
State:	0.00	Recorded at:	5/7/2008 at 1:47 PM
Clerk:	0.00	In	
EDP:	2.00	Record Book	841 Pgs 3077-3080
Total:	22.00		

TAX MAP 91H, GROUP "B" PARCEL 5.00 EASEMENT EXHIBIT GATEWAY TRAIL EASEMENTS TRACT 10

DATE: 10/2007
 DRAWN BY: AMD
 CHECKED BY: CDP
 SCALE: 1"=100'

FILE NAME: 2005 PROJECTS\05-04-609\survey\greenway esmt parcel P

OVERLAND GREENWAY TRAIL PHASE 3

Wiser COMPANY
 Engineering - Surveying - Mapping
 1431 Kensington Square Court
 Murfreesboro, Tennessee 37130
 Telephone: 615.892.7375
 Facsimile: 615.892.7010

Jennifer H Gerhart, Registrar
 Rutherford County Tennessee

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Abandon Greenway Trail Easement and establish Conservation Easement for Greenway Trail Purposes

Department: Legal

Presented by: David Ives, Deputy City Attorney

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Abandon a Greenway Trail Easement over property that has been sold to Sunset on the Stones River, LLC, ("Sunset") and replace it with an Agreement for Grant of Conservation Easement for Greenway Trail Purposes.

Staff Recommendation

Approve abandonment of Greenway Easement and execution of an Agreement for Grant of Conservation Easement and authorize Mayor to execute documents.

On February 1, 2023, the Planning Commission approved Replacement of the Greenway Easement with the Agreement for Grant of Conservation Easement.

Background Information

In 2008, the City recorded a Declaration of Permanent Easements for Greenway Trail Purposes across two properties as shown on the drawing attached as Attachment 1. The portion of easement area "A" outlined on Attachment 1 was included in the property sold to Sunset River, LLC for economic development.

Sunset has requested that the City replace the Greenway Trail Easement with an Agreement for Grant of Conservation Easement for Greenway Trail Purposes that will more specifically define the rights and responsibilities of the parties. This proposal is constant with discussions regarding development of the property in this area.

The attached Easement Abandonment and Quitclaim will terminate the previous Declaration and the Agreement for Grant of Conservation Easement for Greenway Trail Purposes will replace the Declaration assuring future access for the Greenway Trail.

Council Priorities Served

Improve economic development

Assuring property is transferred sold for economic development is properly title is necessary to provide assurances related to future development project.

Fiscal Impact

None.

Attachments

1. Drawing showing portion of Easement A to be abandoned
2. Easement Abandonment and Quitclaim
3. Agreement for Grant of Conservation Easement for Greenway Trail Purposes

Name and Address of New Owner:
Sunset on the Stones River, LLC
1755 Telstar Drive, Suite 501
Colorado Springs, CO 80920

This Instrument Prepared By:
David A. Ives, Deputy City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

SEND TAX BILL TO:
- Same -

TO BECOME PART OF
TAX MAP 091H GROUP B PARCEL 005.00
ABANDONMENT AND QUITCLAIM
OF PERMANENT EASEMENT FOR GREENWAY TRAIL PURPOSES

WHEREAS the following facts exist:

A. By a Declaration of Permanent Easements for Greenway Trail Purposes (“Declaration”) recorded at Record Book 841 page 3077 RORC and a copy of which is attached hereto as **Exhibit A**, the City of Murfreesboro (“City”) declared certain properties described therein to be subject to an easement for future Greenway Trail use, and

B. The City’s plans have changed such that the property identified in such Declaration as “Gateway Trail Easement Tract No. 10A on the attached **Exhibit A** would be better served by an Agreement for Conservation Easement being entered into by and between the City and the current owner of such property than by the easement established by such Declaration,

NOW THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed:

1. The City hereby abandons and quitclaims unto **Sunset on the Stones River, LLC**, the entirety of the City’s right, title, and easement interest in and to that portion of the Permanent Easement for Greenway Trail Purposes area described and shown as “Gateway Trail Easement Tract No. 10A” on the attached **Exhibit A** that was conveyed to **Sunset on the Stones River, LLC**, by instrument of record at Record Book 2307, Page 2382, in the Register’s Office of Rutherford County, Tennessee.

City’s Source of Title being instrument of record at Record Book 841 page 3077, in the Register’s Office of Rutherford County, Tennessee.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the said Grantee, its successors and assigns forever.

WITNESS OUR HANDS this the _____ day of _____ 2023.

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, MAYOR

ATTEST:

JENNIFER BROWN, CITY RECORDER

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **JENNIFER BROWN** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a municipal corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within instrument for the purposes therein contained, by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND, at office, this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

(seal)

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ -0-.

AFFIANT

Sworn to and subscribed before me, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

(seal)

This Instrument Prepared By:
David A. Ives, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

Map 091H Group B Part of Parcel 005.00

**DECLARATION OF PERMANENT EASEMENTS
FOR GREENWAY TRAIL PURPOSES**

The **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee, ("**CITY**") is the owner of the property described in instrument of record in Plat Book 29, Page 184 of the Register's Office of Rutherford County, Tennessee (the "**Property**"). **CITY** hereby declares that the following described portion of the Property is subject to permanent easements for the Gateway Trail Greenway and related uses, together with all necessary rights of ingress and egress to and from the following described portion of the Property for the purpose of accomplishing the aforementioned project. Said portion of the Property is more particularly described as follows:

GATEWAY TRAIL EASEMENT TRACT NO. 10A:

Being a certain tract or parcel of land lying and being in Rutherford County, Tennessee, and is the City of Murfreesboro property recorded in Plat Book 29, Page 184, in the Registers Office of Rutherford County, Tennessee (R.O.R.C., TN.), located on Tax Map 91H, Group "B" as Parcel 5.00 and is more particularly described as follows:

Commencing at an iron pin found in the east property line of herein referenced property, said point is the northwest property corner of the Linda and Cindy Nesvik property recorded in D.B.472, P.255 (R.O.R.C., TN.); thence, along the west property line of said Nesvik, and the east property line of herein referenced parcel, S 10°59'17"W a distance of 228.32' to a ½" rebar (F); thence, S 11°12'40"W a distance of 122.04' to a ½" rebar (F); thence, N 68°18'00"W a distance of 200.20' to a ½" rebar (F), said rebar being the northwest corner of the R.L. Pinson property D.B. 562, P. 231 (R.O.R.C., TN.); thence, with Pinson's west property line, S 11°13'36"W a distance of 230.10' to the Point of Beginning; thence, S 11°13'36"W a distance of 115.52' to an iron pin found, said pin being the southeast corner of herein referenced property; thence along south property line, and floodway limits of Stones River, N 75°56'00"W a distance of 87.55' to a point; thence, N 81°34'08"W a distance of 176.96' to a point; thence, N 82°34'28"W a distance of 180.90' to a point; thence, N 88°34'08"W a distance of 104.02' to a point; thence, S 80°33'48"W a distance of 45.65' to a point, said point is the southwest property corner of herein referenced tract; thence, with west line, N 16°52'00"W a distance of 111.88' to a point; thence, leaving said west line, N 80°33'48"E a distance of 40.34' to a point; thence, S 88°34'08"E a distance of 150.25' to a point; thence, S 82°04'38"E a distance of 457.65' to the Point Of Beginning and containing 65,681.1 Sq. Ft. more or less.

GATEWAY TRAIL EASEMENT TRACT NO. 10B:

Beginning at an iron pin found in the east property line of herein referenced property, said point is the northwest property corner of the Linda and Cindy Nesvik property recorded in D.B.472, P.255 (R.O.R.C., TN.); thence, along the west property line of said Nesvik, and the east property line of herein referenced parcel, S 10°59'17"W a distance of 228.32' to a 1/2" rebar (F), said rebar being the southwest corner of the Nesvik property; thence, S 11°12'40"W a distance of 122.04' to a 1/2" rebar (F), said rebar being the northeast corner of the R.L. and Elvis Pinson property recorded in D.B. 562, P. 231 (R.O.R.C., TN.); thence, N 68°18'00"W a distance of 200.20' to a 1/2" rebar (F), said rebar being the northwest corner of the aforementioned Pinson property; thence, with greenway easement line, N 68°18'00"W a distance of 60.39' to a 1/2" rebar (S); thence, N 56°45'47"W a distance of 116.26' to a 1/2" rebar (S), said rebar being the southwest corner of herein described property; thence, N 23°56'59"E a distance of 367.00' to a 1/2" rebar (S), in the south right of way of Medical Center Parkway; thence, with south right of way, for the next five (5) calls, S 41°27'37"E a distance of 10.65' to a 1/2" rebar (F); thence, along a curve to the left, having a radius of 672.50', a chord bearing of S 44°29'56"E a distance of 71.30' to a 1/2" rebar (F); thence, N 42°29'06"E a distance of 32.50' to a 1/2" rebar (F); thence, with a curve to the left, having a radius of 640.00', a central angle of 15°47'36", an arc length of 176.41' to a 1/2" rebar (F); thence, S 63°19'46"E a distance of 37.90' to the Point Of Beginning and containing 120,247.7 Sq. Ft. more or less.

Deed. Book 683 Page 657

Source of title being instrument of record in Plat Book 29, Page 184 of the Register's Office of Rutherford County, Tennessee.

This Declaration is made for the purpose of providing record notice to any subsequent purchaser of the Property or any portion of the Property, and to all other persons of the existence of these easements for Greenway and related uses.

WITNESS OUR HANDS, this 6th day of May, 2008.

CITY OF MURFREESBORO

BY: Tommy Bragg, Mayor
TOMMY BRAGG

ITS: MAYOR

ATTEST:

Melissa Wright
MELISSA WRIGHT, CITY RECORDER

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

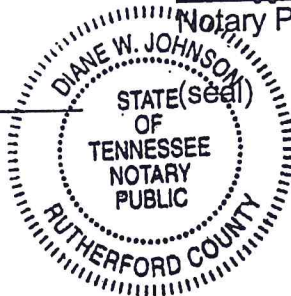
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared TOMMY BRAGG and MELISSA WRIGHT, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a Municipal Corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND and Official Seal, at office in Murfreesboro, Tennessee, on this the 6th day of May, 2008.

Diane W. Johnson

Notary Public

My Commission Expires: _____



COMMISSION EXPIRES: 2-24-2009

TAX MAP 091H GROUP B PARCEL 005.00

**AGREEMENT FOR GRANT OF CONSERVATION EASEMENT
for
GREENWAY TRAIL PURPOSES**

THIS AGREEMENT, made and entered into by and between the City of Murfreesboro, Tennessee, a municipal corporation, ("City"), and Sunset on the Stones River, LLC, a Colorado limited liability company ("Grantor").

WHEREAS, City recognizes the benefit of protecting open spaces within the City and surrounding area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, City, is continuing its undertaking to develop a system of open space greenways; and

WHEREAS, Grantor is the owner of that certain real property containing approximately 20.131 acres, more or less, located in Rutherford County, Tennessee, said land having been conveyed to Grantor by Warranty Deed of record in Record Book 2307 page 2382 and Record Book 2307 Page 2387, RORC (the "Grantor's Property"); and

WHEREAS, Grantor agrees to grant to City a Conservation Easement over that portion of the Grantor's Property more particularly described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated by this reference ("the Easement Property"); and

WHEREAS, the Easement Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Murfreesboro; and

WHEREAS Grantor intends that the conservation values of the Easement Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the Easement Property as part of the City greenways system; and

WHEREAS, Grantor further intends, as owner of the Easement Property, to convey to City the right to preserve and protect the conservation values of the Easement Property in perpetuity; and

WHEREAS, City has the authority to accept this grant pursuant to T.C.A. Sec. 66-9-305, and Article III, Sec. 4(10) of the City Charter; and

WHEREAS, City agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Easement Property for the benefit of the people of Murfreesboro.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, including but not limited to the above recitations and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to City, its successors and assigns, an easement in perpetuity over the Easement Property (herein referred to as the "Easement") to be located as more particularly described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated by this reference.

2. Purpose. It is the purpose of this grant to allow City to utilize the Easement Property for one or more of the following: a greenway trail for pedestrian or bicycle travel, nature trail, blueway for canoes, kayaks and similar non-motorized watercraft, open space, and/or natural, unimproved area. City, at its discretion, may design, construct, and maintain a trail substantially in accord with the plans and specifications generally adopted by the City for greenway trails, as such plans may be from time to time amended or modified. It is the intention of the parties that the granting of the Easement will not significantly interfere with the conservation values of the Easement Property.

3. Rights of City. To accomplish the purpose of the Easement, the following rights are conveyed to City by this grant:

a. To preserve and protect the conservation values of the Easement Property;
and

b. To construct and maintain a greenway trail to be located on the Easement Property, including, at the discretion of City, necessary signage, and other such improvements or facilities consistent with the recreational and educational uses of the Easement Property and other conservation values; and

c. To prevent any activity on or use of the Easement Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use; and

d. To enforce its rules and regulations for users of the greenway trail, as same may be amended from time to time.

4. City Covenants. City, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall attach to and run with the Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase or succession, or be authorized to use said Easement Property:

a. It will make the Easement Property available for use by all members of the general public without illegal discrimination on the grounds of race, color, national origin, sex, disability or age.

b. It will adopt rules and regulations governing the use of the Easement Property so as not to permit or suffer any use of the Easement Property by Grantor or others in violation of such rules and regulations. The rules and regulations may provide as follows:

i. That the hours of public access of the Easement Property shall be from sunrise to sunset.

ii. That all pets of persons utilizing the Easement Property must be on a leash at all times.

iii. That the following activities shall be strictly prohibited:

1. consumption or possession of alcoholic beverages;
2. horseback riding;
3. unauthorized motor vehicles of any kind;
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. possession of weapons (as defined by TCA Sec. 39-17-1311(a) other than handguns carried by a permit holder.;
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions without proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantor.

5. Other Prohibited Uses. The City may prohibit any activity on or use of the Easement Property that is deemed by the City to be inconsistent with the purpose of the Easement. The examples of express prohibitions contained in Paragraph no. 4, above, shall not limit the generality of this paragraph.

6. No Warranties - "As Is-Where-Is". City acknowledges and agrees that Grantor has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to City with respect to the Easement Property, including, without limitation, any warranties, representations, guarantees or assurances regarding: (i) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Easement Property, or (ii) the environmental condition of the Easement Property. City further acknowledges and agrees that the Easement Property is being conveyed and transferred to City in its present condition, "as is, where is" and with all faults, and Grantor shall have no obligation to protect or defend City from or against any claim or claim of interest pertaining, directly or indirectly, to the status of title to the Easement Property.

7. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not expressly prohibited herein, are not in violation of the applicable City rules and regulations then governing the Easement Property, and are not inconsistent with the purpose of the Easement, provided that no such uses by Grantor or its invitees shall interfere with the use of the Easement Property by others. Grantor agrees to not place or construct furniture or other structures or facilities of any kind upon or within the Easement Property. Nothing contained in this Agreement shall in any way limit Grantor's right to utilize the remainder of Grantor's properties outside of the Easement Property for any lawful activity.

8. City's Remedies. If City determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, City shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Easement Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from City or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails

to continue diligently to cure such violation until finally cured, City may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Easement Property to the condition that existed prior to any such injury. If City, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Property or to prevent or mitigate a dangerous condition on the Easement Property, City may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the expiration of the period provided for cure. City's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. City's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. City's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of City, and any forbearance by City to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by City of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of City's rights under this Agreement. No delay or omission by City in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. City's Responsibilities. Grantor and City agree that City shall be solely responsible for the construction and maintenance of the greenway trail and any other improvements or facilities to be constructed pursuant to Section 3b of this Agreement, the prevention of any uses inconsistent with the purpose of the Easement pursuant to Section 3c of this Agreement and the promulgation and enforcement of any rules and regulations pursuant to Section 4b of this Agreement.

11. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

12. Eminent Domain. In the event that City, or any successor to City which holds the power of eminent domain, determines, in its sole discretion, that it is necessary or appropriate for the City or such successor to have fee simple ownership of the Easement Property, and in the further event that the parties do not agree as to the additional amount, if any, to be paid for obtaining fee simple ownership of the Easement Property and City or such successor initiates condemnation proceedings, Grantor agrees that the value of such fee simple ownership shall be reduced by the amount paid to Grantor for this Conservation Easement.

13. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle City to bring any action against Grantor for any injury to or change in the Easement Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes.

14. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Easement Property, and City are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; and shall not affect its perpetual duration.

15. Termination. The rights granted to City may be terminated, extinguished, amended or modified only by:

- a. the agreement of the parties, or
- b. by final order of a court of competent jurisdiction based on a finding that the Easement Property has been abandoned by the City, or that the continued use of the Easement Property for the purposes set forth in this Agreement has become wholly impossible.

16. Assignment. The Easement is transferable, but City may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, City shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest or to otherwise make such deed or other legal instrument subject to the terms of this Agreement. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

18. Grantor Liability. The Parties agree that Grantor shall have the protections afforded to a landowner by T.C.A. Sec.70-7-101 et seq, and shall not be liable for damage or injury claimed by any third party utilizing any portion of the Easement Property, excepting only for willful and wanton acts or gross negligence of Grantor.

19. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee, notwithstanding any conflict of laws provisions.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policies and purposes of Tenn. Code Ann. §§ 66-9-301 to 309, 11-10-103 and 11-10-105. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and the Easement Property, and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement or the Easement Property, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Easement Property.

f. Recording. Grantor understands that City will record this instrument with the Rutherford County Register's Office.

TO HAVE AND TO HOLD said Easement unto City, its successors, and assigns, forever.

SUNSET ON THE STONES RIVER, LLC

BY: Notes Live Real Estate Development,
LLC, Manager

By: _____

Name: _____

Its.: _____

ACCEPTED:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

ATTEST:

Jennifer Brown, City Recorder

Notary Blocks on Following Page

**SUNSET ON THE STONES RIVER, LLC.
MAP 91H, GROUP B, PARCEL 5.00
PLAT BOOK 29, PAGE 184 R.O.R.C., TN**

**MAP 91H, GROUP B, PARCEL 5.01
RECORD BOOK 2307, PAGE 2382 R.O.R.C., TN**

RECORD BOOK 2307, PAGE 2387 R.O.R.C., TN

83893 SQUARE FEET, 1.926 ACRES +/-

A PARCEL OF LAND LYING IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SUNSET ON THE STONES RIVER, LLC. (MAP 91H, GROUP B, PARCEL 5.00), SWANSON DEVELOPMENT LP – RIVER PARK LOTS 1 & 2 – LOT 1 (MAP 91H, GROUP A, PARCEL 2.00) – P.B. 42, PG. 198 (R.O.R.C., TN) NORTH, THE REMAINING LANDS OF CITY OF MURFREESBORO (MAP 91H, GROUP A, PARCEL 2.03) (R.O.R.C., TN) – R.B. 1735, PG. 3952 “PARCEL A” (R.O.R.C., TN) ON THE EAST, CITY OF MURFREESBORO (MAP 91, PARCEL 9.00) – D.B. 161, PG. 187 (R.O.R.C., TN) ON THE SOUTH, CITY OF MURFREESBORO (MAP 91, PARCEL 3.00) – D.B. 633, PG. 742 (R.O.R.C., TN) ON THE SOUTH AND WEST, AND GATEWAY JOINT VENTURE – MURFREESBORO GATEWAY MARK PIRTLE RESUB LOT 3 – LOT 3B P.B. 48, PG. 133 (R.O.R.C., TN) ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE WEST CORNER OF SUNSET ON THE STONES RIVER, LLC. (MAP 91H, GROUP B, PARCEL 5.00), THE NORTHMOST POINT OF GATEWAY JOINT VENTURE, AND THE SOUTHEAST RIGHT-OF-WAY OF GATEWAY BOULEVARD, S 40° 21' 27" E FOR A DISTANCE OF 652.67'; THENCE, S 16°55'02" E FOR A DISTANCE OF 37.64' TO THE **POINT OF BEGINNING**; THENCE, ACROSS THE REMAINING LANDS OF SUNSET ON THE STONES RIVER, LLC. PARCEL 5.00 FOR THE FOLLOWING CALLS:

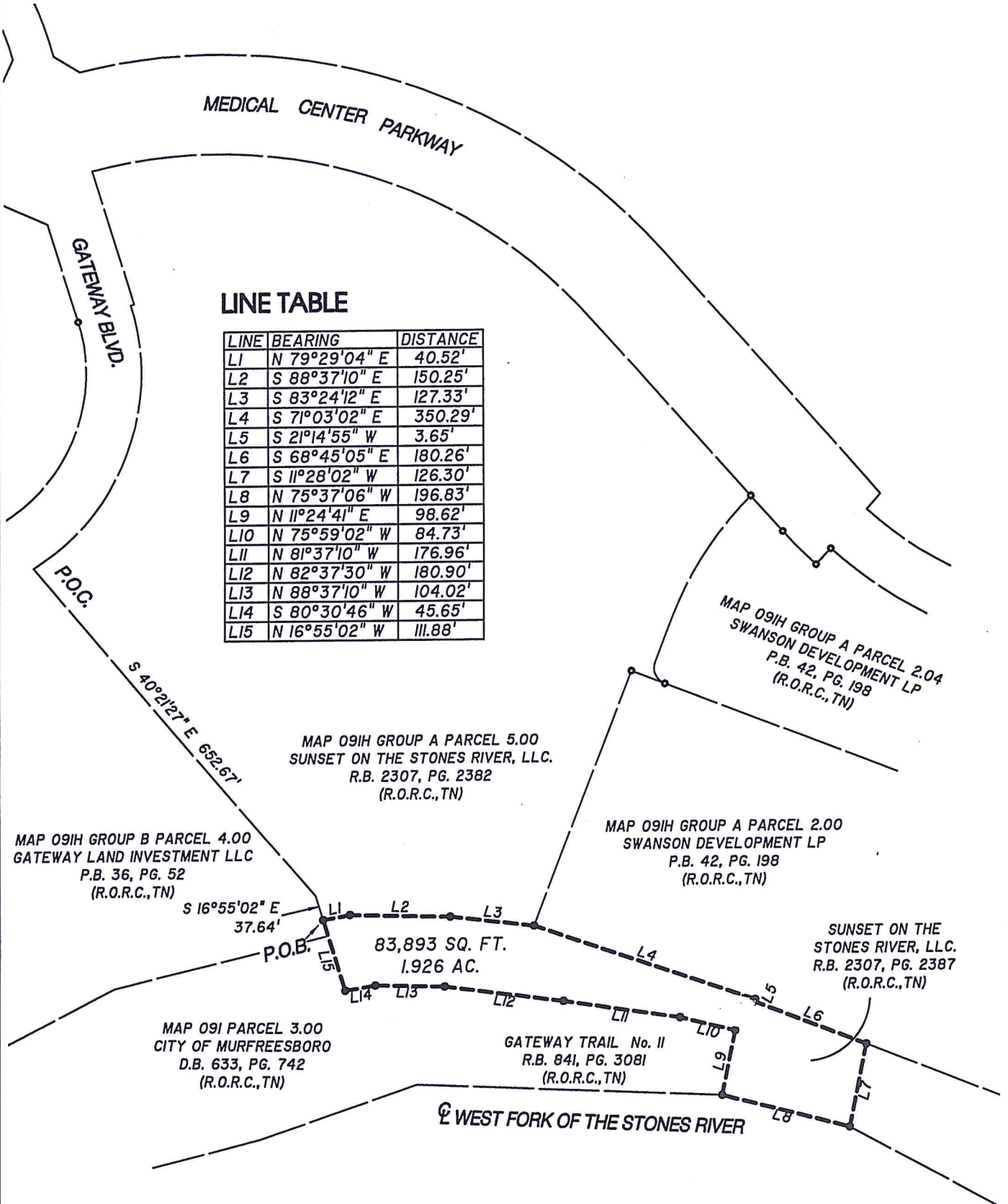
N 79°29'04" E FOR A DISTANCE OF 40.52' TO A POINT;
THENCE, S 88°37'10" E FOR A DISTANCE OF 150.25' TO A POINT;
THENCE, S 83°24'12" E FOR A DISTANCE OF 127.33' TO A POINT BEING THE SOUTHWEST CORNER OF SWANSON DEVELOPMENT LP. PARCEL 2.00; THENCE, WITH THE SOUTH LINE OF SWANSON DEVELOPMENT LP PARCEL 2.00 FOR THE FOLLOWING CALLS:

S 71°03'02" E FOR A DISTANCE OF 350.29' TO A POINT;
THENCE, S 21°14'55" W FOR A DISTANCE OF 3.65' TO A POINT;
THENCE, S 68°45'05" E FOR A DISTANCE OF 180.26' TO A POINT BEING THE NORTHWEST CORNER OF THE CITY OF MURFREESBORO PART OF PARCEL 2.03 “PARCEL A”; THENCE, WITH THE WEST LINE OF “PARCEL A” S 11°28'02" W FOR A DISTANCE OF 126.30' TO A POINT, ON THE NORTH LINE OF CITY OF MURFREESBORO (MAP 91, PARCEL 9.00) – D.B. 161, PG. 187 (R.O.R.C., TN); THENCE, WITH SAID LINE N 75°37'06" W FOR A DISTANCE OF 196.83' TO A POINT;
THENCE, WITH THE EAST LINE OF THE CITY OF MURFREESBORO (MAP 91, PARCEL 3.00) – D.B. 633, PG. 742 (R.O.R.C., TN) N 11°24'41" E FOR A DISTANCE OF 98.62' TO A POINT; THENCE, WITH THE CITY OF MURFREESBORO NORTH LINE (MAP 91, PARCEL 3.00) – D.B. 633, PG. 742 (R.O.R.C., TN) FOR THE FOLLOWING CALLS:

N 75°59'02" W FOR A DISTANCE OF 84.73' TO A POINT;
THENCE, N 81°37'10" W FOR A DISTANCE OF 176.96' TO A POINT;
THENCE, N 82°37'30" W FOR A DISTANCE OF 180.90' TO A POINT;
THENCE, N 88°37'10" W FOR A DISTANCE OF 104.02' TO A POINT;
THENCE, S 80°30'46" W FOR A DISTANCE OF 45.65' TO A POINT;
THENCE, N 16°55'02" W FOR A DISTANCE OF 111.88' TO THE POINT OF BEGINNING, HAVING AN AREA OF 83,893 SQUARE FEET, 1.926 ACRES +/-

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTIES CONVEYED TO **SUNSET ON THE STONES RIVER, LLC.** BY DEED OF RECORD IN BOOK 2307, PAGE 2382 AND OF RECORD IN PLAT BOOK 29, PAGE 184 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79°29'04" E	40.52'
L2	S 88°37'10" E	150.25'
L3	S 83°24'12" E	127.33'
L4	S 71°03'02" E	350.29'
L5	S 21°14'55" W	3.65'
L6	S 68°45'05" E	180.26'
L7	S 11°28'02" W	126.30'
L8	N 75°37'06" W	196.83'
L9	N 11°24'41" E	98.62'
L10	N 75°59'02" W	84.73'
L11	N 81°37'10" W	176.96'
L12	N 82°37'30" W	180.90'
L13	N 88°37'10" W	104.02'
L14	S 80°30'46" W	45.65'
L15	N 16°55'02" W	111.88'

MAP 091H GROUP B PARCEL 4.00
GATEWAY LAND INVESTMENT LLC
P.B. 36, PG. 52
(R.O.R.C., TN)

MAP 091H GROUP A PARCEL 5.00
SUNSET ON THE STONES RIVER, LLC.
R.B. 2307, PG. 2382
(R.O.R.C., TN)

MAP 091H GROUP A PARCEL 2.04
SWANSON DEVELOPMENT LP
P.B. 42, PG. 198
(R.O.R.C., TN)

MAP 091H GROUP A PARCEL 2.00
SWANSON DEVELOPMENT LP
P.B. 42, PG. 198
(R.O.R.C., TN)

SUNSET ON THE STONES RIVER, LLC.
R.B. 2307, PG. 2387
(R.O.R.C., TN)

MAP 091 PARCEL 3.00
CITY OF MURFREESBORO
D.B. 633, PG. 742
(R.O.R.C., TN)

GATEWAY TRAIL No. 11
R.B. 841, PG. 3081
(R.O.R.C., TN)

AGREEMENT FOR GRANT OF CONSERVATION EASEMENT
MAP 091H, GROUP B PARCELS
5.00 & P/O 2.03
R.B. 2307, PG. 2382
R.B. 2307, PG 2387
(R.O.R.C., TN)

EXHIBIT B

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Wellness Services Agreement for 2024

Department: Human Resources

Presented by: Randolph Wilkerson, HR Director

Requested Council Action:

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

Summary

Agreement with a healthcare organization for wellness reward services for the City's benefits plans.

Staff Recommendation

Approve agreement with Sonic Boom Wellness, LLC, pending legal review.

Background Information

Staff completed a thorough RFCSP process and vetted the organization. Staff recommends using Sonic Boom Wellness, LLC for wellness reward services for our employees. The wellness reward services empower our employees with health education and lifestyle skills that enable them to achieve their best possible health.

The agreement is for three years, totaling \$156,776 over that term. The contract amount increases \$7,680 per year from the current contract amount; however, City employees will receive a much higher level of services and products.

Council Priorities Served

Responsible budgeting

Providing wellness rewards assists in reducing healthcare claims and lowering the amount of money budgeted for the City's self-insurance fund.

Fiscal Impact

The annual expense, \$52,258 per year, is funded by the City's insurance fund.

Attachment

Sonic Boom Master Services Agreement attachments 11-02-23



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is made as of xx/xx/2022 (“Effective Date”) by and between SONIC BOOM WELLNESS, LLC, a Delaware limited liability company (“SBW”), and [CLIENT LEGAL NAME and state of incorporation] (“Client”), who agree as follows:

1. **Services.** This Agreement is made with respect to the following facts and circumstances:

(a) SBW is in the business of providing corporate wellness and health optimization programs and services (collectively, the “Services”). Concurrently with this Agreement, Client has approved and signed that certain Group Enrollment Form attached hereto as **Schedule A** and incorporated herein (the “Group Enrollment Form”). The Group Enrollment Form includes any addenda attached to the Group Enrollment Form as well as any additional addenda approved and signed by Client during the term of this Agreement (the “Addenda”).

(b) The Services consist of the “Standard Program Components” as outlined in the Scope of Services section of the Group Enrollment Form, as well as those optional additional Services, if applicable, selected by Client and set forth in any Addenda (“Optional Services”). The Services are web-based services and modules accessed via SBW’s website located at <https://app.sbwel.com>, as well as app-based services and modules accessed via SBW’s mobile application available on iOS and Android (collectively the “Website”) and access to SBW’s Administrative Portal located at <https://admin.sbwel.com> (the “Administrative Portal”).

(c) Client desires to make the Services available to its employees and, accordingly, Client desires to subscribe for the Services pursuant to the provisions of this Agreement.

2. **Subscription to Services.** By accepting the terms of this Agreement, Client hereby subscribes to the Services selected in the Group Enrollment Form (including applicable Addenda). Client has or will provide to SBW a list of its employees eligible to participate in the Services (the “Eligibility File”). The Eligibility File may be updated by SBW or Client on a periodic basis via the Administrative Portal pursuant to procedures provided to Client by SBW. Only those employees of Client eligible for Services as reflected in the Eligibility File may participate in the Services (“Enrolled Members”). Client hereby represents that it has obtained all necessary consent from Enrolled Members, allowing SBW to take the following actions as it pertains to the Services: (i) create a secure, personal Sonic Boom account; (ii) process user records for the purpose of delivering the Services; (iii) send email communications as part of the Services; and (iv) send optional surveys to collect feedback on the Services. Enrolled Members will have the ability to modify their communication preferences within their secure personal user portals, and may opt out of email communications at any time. With respect to any Services accessed via the Website, SBW hereby grants to Client, solely with respect to Client’s Enrolled Members, a non-exclusive, non-transferable right to utilize the Services in accordance with the terms hereof and the Terms and Conditions governing use and access to the Website and the Administrative Portal. As further set forth during SBW’s client-onboarding process, SBW shall enable Enrolled Members to create a unique member ID and password allowing them access to the Services via the Website. Subject to SBW’s express obligations hereunder, Enrolled

Members shall be solely responsible for the confidentiality of their member IDs and passwords and Personal Information (as defined below) that may be provided to SBW.

3. **Launch Date.** Client recognizes that in order to optimize the results from the Services, the Services must be personalized for Client and the Enrolled Members based on the Services contracted for by Client. Accordingly, the Services will not be available until the “Launch Date” specified in the Group Enrollment Form. Client acknowledges that a timely Launch Date will depend, in part, on the cooperation of and the timely provision of information by Client. SBW will use commercially reasonable efforts to make the Services available by the Launch Date, subject to Client’s timely cooperation.

4. **Term.** The term of this Agreement shall begin upon Client’s acceptance of the terms hereof and, unless sooner terminated in accordance with the Section of this Agreement titled “**Termination**,” shall continue in full force and effect for a term of thirty-six (36) months from the Launch Date (the “Initial Term”). The Initial Term hereof shall be automatically renewed for additional twelve (12) month periods unless either party notifies the other, in writing, of its desire to discontinue the Service no later than ninety (90) days before the expiration of the then-current term. Upon any renewal, the Base Monthly Fee (as defined below) may be increased by SBW provided SBW has notified Client of such Base Monthly Fee increase at least one-hundred twenty (120) days prior to the expiration of the then-current term. The Initial Term along with any subsequent term shall be known as the (“Term”).

5. **Fees and Payment.**

(a) **Core Services.** Client shall pay the fees set forth in the Group Enrollment Form. Client acknowledges that the fees include a monthly fixed fee for the Core Services (the “Base Monthly Fee”) as set forth in the Group Enrollment Form. Based on the Group Enrollment Form, SBW shall estimate the Base Monthly Fee for the first month of the Services (“Fee Advance”), which Services shall commence on the Launch Date as set forth in the Group Enrollment Form. The Fee Advance shall be invoiced within three (3) business days of the Effective Date and is payable within twenty (20) days of receipt. This is a nonrefundable advance that will be credited to and applied against the first month’s Base Monthly Fee. The Base Monthly Fee will not commence until the Launch Date and may be adjusted from time to time based on the number of Enrolled Members as set forth in the Group Enrollment Form. With respect to the Base Monthly Fee, Client shall be invoiced, in advance, on a monthly basis. The amount invoiced shall be determined based on the eligible-employee total listed on the Group Enrollment Form, or the eligible-employee total included within Client’s first Eligibility File, whichever is greater (the “Billable Total”). The Base Monthly Fee shall be held steady from month to month, regardless of small fluctuations in employee eligibility, unless organic growth or a merger/acquisition causes Client’s eligible-employee total to increase by more than 10% compared to the then-current Billable Total, in which case Client’s Base Monthly Fee shall be adjusted immediately based on the updated eligible-employee total. Client shall notify SBW, in writing, if its eligible-employee total grows by 10% or more. SBW reserves the right to audit the eligible-employee count and Billable Total at any time, but will not charge more unless the eligible-employee count grows by 10% or more. Client shall pay such invoices within twenty (20) days of receipt. SBW, in its discretion, may e-mail invoices and fee-adjustment notices to the contacts for Client set forth in the Group Enrollment Form. Any invoices e-mailed shall be

deemed received upon mailing. Any changes to Client's billing contact information after the execution of this Agreement must be communicated via email to finance@sbwell.com.

(b) **Delayed Launch.** In the event of voluntary postponement of program launch by Client, or Client otherwise delaying the implementation process and thereby causing the program launch to be deferred, the Base Monthly Fee will continue to be invoiced as set forth in Section 5(a) of this Agreement and the Group Enrollment Form, beginning on the Launch Date, provided that Client may delay the Launch Date for up to one (1) month upon payment of fifty percent (50%) of the Base Monthly Fee (the "Grace Period"). Delays in program launch beyond this one-month Grace Period will be invoiced regularly as scheduled, and these fees are non-refundable and may not be applied as credits toward any future invoices.

(c) **Member Deactivation.** Client may only deactivate Eligible Members on the basis of termination of employment, or change in employment status rendering such class of Eligible Member ineligible (e.g. Full-time conversion to part-time), regardless of usage of the SBW Website. Such deactivations shall have no impact on the Base Monthly Fee.

(d) **Optional Services.** With respect to any Optional Services purchased by Client, Client shall pay the fees and be invoiced as set forth in the Group Enrollment Form and all applicable Addenda.

(e) **Payment Default.** Client acknowledges and agrees that, in the event that an undisputed invoice remains unpaid for thirty (30) days beyond the original due date, SBW may, at its discretion and without limitation of other remedies, (i) assess a late fee of 1.5% per month on the unpaid balance and/or (ii) suspend Client's access to the Service or delivery of devices or equipment ordered by Client until payment is made in full. SBW shall have no liability to Client or any third party for any damages relating to or arising from such suspension of Client's access to the Services. Client will pay all reasonable collection costs (including reasonable attorneys' fees). Client further acknowledges and agrees that, in the event that an undisputed invoice remains unpaid for an additional thirty (30) days beyond the date of suspension for nonpayment, SBW shall have the right to terminate this Agreement for Cause. A failure to pay an amount disputed in good faith shall not be the basis for termination of this Agreement for Cause.

6. **Member Data and Content.** SBW will be provided and will collect personal information of Enrolled Members ("Personal Information"), which shall be handled as provided in the Website's Privacy Policy and in compliance with all applicable laws regarding the privacy, confidentiality, and security of personal health information provided to it by Client or Enrolled Members. The Website shall be hosted by SBW or its vendors utilizing industry standard safeguards to maintain the security and integrity of all Personal Information. Notwithstanding the foregoing, SBW does not and cannot warrant or guarantee that hackers or viruses or other form of malicious computer programming codes will not penetrate the safeguards put in place by SBW or its vendors. However, SBW shall employ reasonable preventive measures in an effort to prevent the above noted malicious activities. A summary of SBW's standard security practices can be found at <https://www.sonicboomwellness.com/legal/security/>. SBW may collect, analyze, disclose and distribute to others aggregated information, which includes Personal Information but only as an unidentifiable part of the aggregate.

7. **Intellectual Property.** As between SBW and Client, SBW shall own all right, title and interest, including all related property rights, in and to any intellectual property incorporated into the Services and the Website or used by SBW in the provision of the Services. Strictly as it pertains to the Services and the Website, this includes all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, Enrolled Members, or any other party relating to the Services and the Website. This Agreement is not a sale of, and does not convey to Client any rights of ownership in or related to, SBW, its assets or the Services.

Client is, and shall remain, the sole and exclusive owner of all rights, title and interests in and to any documents, reports, specifications, data, logos, branding and any other materials provided to SBW by Client, including all Intellectual Property Rights therein (collectively, the “Client Materials”). SBW shall have no right or license to use any Client Materials except solely during the Term of this Agreement and only to the extent necessary to provide the Services or associated Services deliverables to Client as stated in the Group Enrollment Form. All other rights in and to the Client Materials are expressly reserved by Client.

8. **Business Associate Agreement.** To the extent required under Client’s Website and Administrative Portal, the parties agree to enter into a separate Business Associate Agreement, attached as Exhibit A to this Agreement (the “Business Associate Agreement”) and incorporated herein by reference, which sets forth the mutual promises and obligations of the parties with regard to HIPAA and the Services. “HIPAA” means the Health Insurance Portability and Accountability ACT of 1996 and regulations promulgated or regulatory guidance issued in support thereof, as amended from time to time. SBW will enter into a HIPAA-compliant Confidentiality Agreement or a Business Associate Agreement, to the extent necessary, with any affiliate and/or subcontractor that will have access to protected health information of the Website or of Client’s group health plan data in connection with providing the Services.

(a) **Data Processing Agreement.** To the extent required under Client’s access to the Website and Administrative Portal, and where the jurisdiction of the European Union’s General Data Protection Regulation (GDPR) is applicable, the parties agree to enter into a separate Data Processing Agreement (DPA), under which Client shall serve as the data controller and SBW shall serve as the data processor. A list of subprocessors used by SBW to deliver the Services can be found at <https://www.sonicboomwellness.com/legal/sub-processors/>.

9. **Confidential Information**

(a) **Confidential Information.** During the course of this Agreement, each party may obtain information from the other which is of a confidential and proprietary nature (“Confidential Information”). Such Confidential Information includes, but is not limited to: (i) information disclosed by a party relating to or included in the Services, product development strategy and activity, marketing strategy, corporate assessments and strategic plans; pricing, financial, statistical and accounting information; information regarding the parties or their suppliers, personnel, investors, contractors or customers; software, source code, systems, processes, designs, schematics, methods, techniques, algorithms, formulae, inventions and discoveries; policies, guidelines, procedures, practices, disputes and litigation; (ii) other confidential, proprietary or trade secret information disclosed by a party that is identified in writing as such at the time of its disclosure or that a reasonable person would deem confidential

under the circumstances; (iii) the terms of this Agreement; and (iv) any compilation or summary of information or data that is itself confidential.

(b) **Obligations.** Neither party shall use, disseminate, reproduce or permit to be used, disseminated or reproduced, or in any way disclose the other party's Confidential Information to any person or entity except as specifically permitted in this Agreement or required by law. Absent prior written consent of the other party, each party shall disclose Confidential Information only to those of its personnel who have (i) a need to know such Confidential Information in the performance of their obligations under this Agreement and (ii) previously agreed to be bound by terms and conditions of confidentiality at least as restrictive as those set forth in this Agreement. Each party shall keep all Confidential Information disclosed to it in connection with this Agreement in strict trust and confidence, using commercially reasonable measures at least equal to those used by such party with respect to its own Confidential Information of a similar nature.

(c) **Exceptions.** The restrictions on use and disclosure of Confidential Information set forth herein shall not apply to any particular Confidential Information when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving party free of any obligations of confidentiality; (iii) is subsequently disclosed to the receiving party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligations of confidentiality; (iv) is independently developed by the receiving party or a third party without reference or access to the disclosing party's Confidential Information; or (v) is otherwise agreed upon by the parties not to be subject to the restrictions set forth herein. The party claiming any of the above exceptions has the burden of providing evidence of applicability. The receiving party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) the receiving party shall use all reasonable efforts to provide the disclosing party with at least 10 days prior notice of such disclosure; (ii) the receiving party shall disclose only that portion of the Confidential Information that is legally required to be furnished; and (iii) the receiving party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information.

10. **Representations & Warranties.** Each party represents and warrants: (i) it has the right and authority to enter into this Agreement and to perform the acts and obligations required of it hereunder; (ii) its execution of this Agreement and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms; and (iv) each party is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Personal Information and personal health information and its provision thereof or use in the Services. In addition, SBW represents and warrants to Client that Client's possession or use of the Services and SBW Website does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other intellectual property or proprietary right of any third party.

11. **Indemnity.** To the extent permitted by applicable law and except with respect to the Indemnified Party's gross negligence or willful misconduct, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and the officers, directors, employees and agents of the other party ("Indemnified Party") against any and all liabilities, loss, damage, claim or causes of action and expenses associated with, caused or asserted to have been caused directly or indirectly as a result of acts or omissions by such Indemnifying Party or its officers, directors, employees, or agents, or arising from such Indemnifying Party's failure to perform its obligations as described in this Agreement, including all Attachments, Exhibits and Addenda thereto, or such Indemnifying Party's violation of any law in connection with its obligations under this Agreement. The indemnification obligations set forth herein shall otherwise survive the termination of this Agreement and shall not be the exclusive remedy for breach if legally provided for under applicable law. Neither Client nor SBW shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of third parties, except for any third parties engaged by SBW to provide the Services or Optional Services hereunder.

12. **Warranties and Disclaimers.** SBW warrants to Client that the Services shall be performed in accordance with generally accepted industry standards. SBW does not warrant that the Website access will be uninterrupted or that the Website will be error-free. **EXCEPT FOR THE EXPRESS WARRANTIES AND OBLIGATIONS OF SBW SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE GROUP ENROLLMENT FORM, ANY SOFTWARE AND SERVICES ARE PROVIDED BY SBW "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13. **Insurance.** During the Term of this Agreement, SBW shall, at its own expense, maintain each of the following insurance coverages:

(a) all insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance and employers' liability insurance, each in the minimum statutory amounts.

(b) commercial general liability insurance, which shall provide for combined single limit for bodily injury and property damage in minimum coverage amounts of \$2,000,000 per occurrence, \$6,000,000 aggregate and shall include (either in the standard language of the insurance policy or by endorsement) primary/non-contributory language. This limit can be met with a combination of primary commercial general liability and umbrella/excess liability policies.

(c) professional liability (also known as errors and omissions) insurance on a claims-made basis of \$2,000,000 per claim. Such insurance shall provide coverage for wrongful acts that may arise from activities related to the first point at which SBW performs any of its obligations under this Agreement and shall continue to allow reporting of claims for 36 months after termination or expiration of this Agreement.

(d) cyber liability insurance with an aggregate limit of \$10,000,000. Such insurance shall provide coverage for cyber incident response, cybercrime, system damage and business interruption, network security & privacy liability, media liability, and court attendance costs.

(e) certain primary layer coverage required of SBW hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941).

14. **Client Acknowledgement.** Client acknowledges that, as part of the Services, SBW shall be seeking to motivate Enrolled Members to adopt what SBW believes to be healthier lifestyles and to take actions which SBW believes will improve daily health habits, including activities focused on exercise, stress reduction and weight management. Each Enrolled Member will be required to enter into a Participation Agreement prior to accessing his or her personal SBW account, which shall provide, among other things, that such Enrolled Member has been encouraged to consult with his or her medical provider prior to beginning any physical activity and holding SBW harmless for any claim, loss, injury, liability or expense arising from such Enrolled Member's participation in the various programs comprising the Services. Client acknowledges that SBW is not a medical organization and the Services are not intended to constitute medical or psychiatric advice. The information provided by SBW as part of the Services, including any information contained in or made available through the Website, cannot and should not replace or substitute for the services of trained professionals in any field, including, but not limited to, medical and psychological matters.

15. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR THE EXPRESS OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION HEREUNDER OR CLIENT'S OBLIGATION TO PAY THE CANCELLATION FEE DESCRIBED IN SECTION 16 OF THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR LIABILITY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY AFFILIATE OF THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF GOODWILL, REPUTATION, DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Termination.** (a) Either party may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a receiver is appointed of its business, a voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding-up of such party are instituted, or (ii) is in material breach or default of any obligation under this Agreement that is not cured within thirty (30) days' notice of such breach, which notice shall provide in reasonable

detail the nature of the breach (such breaches being deemed for "Cause"). Upon termination of this Agreement for any reason whatsoever, use of the Services by Client and all Enrolled Members shall be discontinued. In such event, the license and rights granted hereunder shall expire, and Client and its Enrolled Members shall have no further rights or access to the Website, Administrative Portal, and the Services. Termination of this Agreement shall not relieve Client of its obligations to pay any amounts then due SBW and shall not entitle Client to a refund of any amounts paid under this Agreement. If Client desires to terminate this Agreement prior to the scheduled expiration of this Agreement without Cause, Client shall be required to pay, within thirty (30) days of Client's notice of its termination of this Agreement without Cause, the total remaining balance of Base Monthly Fees which would otherwise have been payable to SBW during the scheduled Term of this Agreement. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

(a) **Data retention.** SBW's standard data-retention period is 180 days after the effective date of termination. 180 days after the effective date of termination, all individual data will either be (a) purged from SBW's servers, or (b) anonymized by SBW and stored in unidentifiable aggregated format. It is Client's obligation to obtain all reports needed for Client's ongoing reference prior to the effective date of termination, or to request any such data from SBW prior to the end of the data-retention period.

(b) **Termination agreement.** Upon notice of termination, the parties will execute a termination agreement, which will, among other things, identify timelines and obligations for effecting a successful termination. Client shall compensate SBW for any termination or transition assistance after the effective date of termination, as agreed upon by the parties in writing.

17. **Dispute Resolution.**

(a) **Exclusive Dispute-Resolution Mechanism.** The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), under the provisions of this Section 17. The procedures set forth in this Section 17 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and are express conditions precedent to litigation of the Dispute.

(b) **Negotiations.** A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may initiate mediation under Sub-section 17(c) below.

(c) **Arbitration as a Final Resort.** Subject to Sub-section (ii) below, the parties may, at any time after the attempting in good faith to resolve a Dispute, submit the Dispute to binding arbitration before one arbitrator at the San Diego Regional Office (in the City of San Diego) of the American Arbitration Association ("**AAA**"). The Commercial Rules of the AAA in effect at the time shall apply. The arbitrator shall not be authorized to award punitive

damages. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs of arbitration. Any arbitration award may be entered in a court of competent jurisdiction.

18. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a shortage of materials; fire; earthquake; flood; terrorist act; or any other event beyond the reasonable control of such party, provided that such party uses commercially reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

19. **General.**

(a) **Entire Agreement.** Each party acknowledges that this Agreement, including the attached Group Enrollment Form (including all Addenda now or hereafter attached thereto) and any other attachments, exhibits, and schedules hereto, as may be amended by written agreement of the parties, constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersede and merge all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by the authorized representatives of both parties.

(b) **Enforceability.** This agreement is severable. If any of the provisions of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

(c) **Assignment.** This Agreement shall be binding upon the parties and their successors and assigns.

(d) **Notice.** Each party may give notice to the other hereunder by means of electronic mail to such party's designated contact(s) at the e-mail address on record in the Group Enrollment Form, or by written communication sent by first class mail or pre-paid post to such party's designated contact(s) at the mailing address on record in the Group Enrollment Form. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). A party's contact information may be changed from time to time by providing written notice to the other party of such change in accordance with this subsection. Notwithstanding anything to the contrary hereunder, any notice of termination or non-renewal of this Agreement by a party must be delivered by first class mail or pre-paid post as set forth above.

(e) **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

(f) **Relationship of Parties.** No joint venture, partnership, employment, or agency relationship exists between Client and SBW as a result of this Agreement or use of the Services.

(g) **Counterparts.** This Agreement may be signed in two counterparts, each of which will be deemed an original and which will together constitute one Agreement. A signature

received via facsimile or electronically via e-mail (including with respect to any changes to the Group Enrollment Form) shall be as legally binding for all purposes as an original signature.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as set forth below.

SONIC BOOM WELLNESS, LLC
a Delaware limited liability company

[CLIENT LEGAL NAME]
A [Client state of incorporation] corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

GROUP ENROLLMENT FORM

[ATTACHED]

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

[ATTACHED]

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: First Amendment to the Contract with Precision Delta

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Amendment to the contract with Precision Delta to purchase ammunition.

Staff Recommendation

Approve the First Amendment to the contract with Precision Delta and the purchase of ammunition.

Background Information

Council approved the contract with Precision Delta for purchase of ammunition on September 2, 2022. Precision Delta is the authorized law enforcement distributor for Winchester ammunition. Pricing for the current contract is available through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain Public Safety

The approval of this purchase and contract is necessary to allow MPD to maintain sufficient ammo supplies for firearms training requirements in addition to duty ammo needs.

Fiscal Impacts

Funding for the total purchase cost of \$77,213 is provided for in the Department's operating expenses within the FY24 budget.

Attachments:

First Amendment to the Contract with Precision Delta Corporation

**FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
PRECISION DELTA CORPORATION
FOR PURCHASE OF AMMUNITION**

This First Amendment (“First Amendment”) to the Contract for Purchase of Ammunition, entered into September 2, 2022 (“Contract”), is effective as of _____, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, and Precision Delta Corporation (“Contractor”), a corporation of the State of Mississippi.

RECITALS

WHEREAS, on September 2, 2022, the City entered into the Contract with Contractor for the purchase of ammunition; and

WHEREAS, Section 10 of the Contract provides for modifications to the Contract by written agreement of the parties; and

WHEREAS, the parties desire to amend the Contract to purchase additional ammunition.

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

1. The parties agree to purchase two ammunition as listed on Contractor’s Quote #202878 dated October 19, 2023 for a total price of \$77,213.24
2. All other terms of the Contract, remain in full force and effect and are otherwise unchanged by this First Amendment.

ENTERED this the day of _____.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

PRECISION DELTA CORPORATION

DocuSigned by:
By: *Ginger Stillions* _____
Ginger Stillions, Vice President

Approved as to form:

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

PRECISION DELTA CORPORATION

205 W Floyce St
 PO Box 128
 Ruleville, MS 38771

QUOTE

Date	Quote #
10/19/2023	202878

Name / Address
MURFREESBORO POLICE DEPT FINANCE DEPT PO BOX 1139 MURFREESBORO, TN 37133-1139

Ship To
MURFREESBORO POLICE DEPT Chad Hershman 615-971-6186 1004 N. HIGHLAND AVE. MURFREESBORO, TN 37130

Rep
GMS

Item	Manufacture	Description	Qty	Rate	Total
RA9124TP - DS	Winchester	9MM +P124 gr. T-Series 500 rd/case Drop Shipped from Winchester MSRP \$336.70	80	174.50	13,960.00
RA9124N - DS	Winchester	9 MM 124 GR. FMJ Ranger 500 rd/case Drop Ship from Winchester MSRP \$250.80	80	127.91	10,232.80
W9MMLF - DS	Winchester	9MM 90gr Zinc FMJ SuperClean NT LF 500 rds/case Dropship from Winchester MSRP \$330.80	60	168.71	10,122.60
RA556B - DS	Winchester	5.56 mm Ranger 64gr Bonded Solid Base 1,000 RDS per Case Drop Ship from Winchester MSRP \$1965.50	10	999.00	9,990.00
USA223R1-USA223...	Winchester	USA223R1K .223 Rem 55 gr. FMJ 1,000 rd/cs Drop Ship from Winchester MSRP \$848.00	60	430.00	25,800.00
RA12RS15 - DS	Winchester	12 GA 2 3/4' Rifled Slug Ranger Low Recoil 250 rd/case Drop Ship from Winchester MSRP \$323.50	20	165.00	3,300.00
RA12RSSF - DS	Winchester	12ga 2 3/4' FRANGIBLE SLUG 250 rd / case Drop Ship from Winch \$ 933.30	8	475.98	3,807.84
		Pricing per TN SWC331			
				Total	\$77,213.24

Phone #	Fax #
662-756-2810	662-756-2590

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Purchase of Police Vehicles from Lonnie Cobb Ford

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of three new police vehicles.

Staff Recommendation

Approve the purchase of three new police vehicles from Lonnie Cobb Ford.

Background Information

Council approved the addition of three Crime Scene Investigator II positions in the department's FY24 budget. The purchase of three new Ford Transit Cargo Vans will be used by Crime Scene Investigators for transporting necessary items to process crime scenes. These vehicles are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

Fiscal Impact

The cost of this purchase, \$165,564, is funded by the Drug Fund.

Attachments

Contract with Lonnie Cobb Ford, LLC.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LONNIE COBB FORD, LLC.
FOR PURCHASE OF VEHICLE**

This Contract is entered into and effective as of _____, (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **LONNIE COBB FORD, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor’s State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC.***
- ***Sales Quotation dated October 11, 2023, from Lonnie Cobb Ford, LLC for a 2024 Ford Transit-150 Cargo AWD Low Roof Van 130” WB Base (E2Y) Van***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor’s State of Tennessee Contract No. 209/75347 with Lonnie Cobb Ford, LLC***
- ***Sales Quotation October 11, 2023, from Lonnie Cobb Ford, LLC for a 2024 Ford Transit-150 Cargo AWD Low Roof Van 130” WB Base (E2Y) Van***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC, and Contractor’s Sales Quotation dated October 11, 2023, from Lonnie Cobb Ford, LLC for a total of three (3) 2024 Ford Transit-150 Cargo AWD Low Roof Van 130” WB Base (E2Y) Vans.

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/80355 on December 31, 2024, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:

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

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quotation dated October 11, 2023, from Lonnie Cobb Ford, LLC, for three (3) 2024 Ford Transit -150 Cargo AWD Low Roof Van 130" WB Base (E2Y) Vans and optional equipment as listed, reflecting a Per Unit Price of \$55,188.00, **for a Total Purchase Price of \$165,564.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items for the Murfreesboro Police Department shall be made within two years of issuance of Purchase Order to Attn: Robert Holloway – Murfreesboro Police Department – 1004 N Highland Avenue, Murfreesboro, TN 37130. Contact Person Robert Holloway (tel. 615-849-2673; email: 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and manufacturer's standard warranty.
5. **Indemnification.**

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

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: City of Murfreesboro Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139	If to the Contractor: Lonnie Cobb Ford Stephen Blackstock, Fleet Manager 1618 Highway 45 North Henderson, TN 38340 Lcag.fleet@gmail.com
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7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on

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

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this

paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 17. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

Lonnie Cobb Ford, LLC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Steven Blackstock
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

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

SWC 209
Lonnie Cobb Ford Contract # 80355

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 10/11/2023





Prepared by: STEVEN BLACKSTOCK
10/11/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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



Prepared by: STEVEN BLACKSTOCK

10/11/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
E2Y	Base Vehicle Price (E2Y)	\$50,610.00
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection and auto start-stop technology. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Limited-Slip Axle Ratio - GVWR: 8,670 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Silver Hubcaps Includes exposed lug nuts. - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).	N/C
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection and auto start-stop technology.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
STDGV	GVWR: 8,670 lbs	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
641	Wheels: 16" Silver Steel w/Silver Hubcaps <i>Includes exposed lug nuts.</i>	Included
V	Vinyl Front Bucket Seats	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i>	Included
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
68J	Extended Length Running Boards <i>Covers the A-B pillar driver-side and A-C pillar passenger-side.</i>	\$655.00
53B	Heavy-Duty Trailer Tow Package	\$485.00

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



Prepared by: STEVEN BLACKSTOCK

10/11/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Tow/Haul Mode w/Trailer Wiring Provisions - Frame Mounted Hitch Receiver 	
15F	<p>Full Rear Compartment Lighting</p> <p><i>Includes cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch.</i></p>	\$75.00
57G	<p>Driver Controlled Front/Rear Aux A/C & Heater</p> <p><i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i></p>	\$860.00
58U	<p>Radio: AM/FM Stereo</p> <p><i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i></p>	Included
63E	<p>Dual AGM Batteries (70 Amp-hr Each)</p>	\$295.00
86F	<p>2 Additional Keys (4 Total)</p> <p><i>Includes key fobs.</i></p>	\$75.00
43R	<p>Reverse Sensing System</p>	\$295.00
153	<p>Front License Plate Bracket</p> <p>Standard in states requiring two license plates and optional in all other states.</p>	N/C
WARANT	<p>Fleet Customer Powertrain Limited Warranty</p> <p>Requires valid FIN code.</p> <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>	N/C
425	<p>50-State Emissions System</p>	STD
YZ_01	<p>Oxford White</p>	N/C
VK_01	<p>Dark Palazzo Gray w/Vinyl Front Bucket Seats</p>	N/C
light pkg	<p>Front and rear LED's</p>	\$1,595.00

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



Prepared by: STEVEN BLACKSTOCK

10/11/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>(4) LED's on front (2) LED's on rear and taillight flasher</i>	
bulkhead	solid bulkhead	\$1,595.00
inverter	power inverter	\$1,295.00
	<i>power inverter with (2) 110 outlets location to be determined by customer at time of order</i>	
flood	4 flood lights - (21) on each side of van	\$1,995.00
SUBTOTAL		\$59,830.00
Destination Charge		\$2,095.00
TOTAL		\$61,925.00

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



Prepared by: STEVEN BLACKSTOCK

10/11/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 415

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$50,610.00
Options	\$2,740.00
Colors	\$0.00
Upfitting	\$6,480.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Subtotal	\$61,925.00
<i>Pre-Tax Adjustments</i>	
Code	MSRP
fleet discount	-fleet discount -\$6,737.00
Total	\$55,188.00

Customer Signature

Acceptance Date

State contract base price	= \$45,968.00
add option # 68J running boards	+ \$655.00
add option # 53B tow pkg	+ \$485.00
add option # 15F compartment light	+ \$75.00
add option # 57G rear ac & heat	+ \$860.00
add option # 63E dual batteries	+ \$295.00
add option # 86F extra keys	+ \$75.00
add option # 43R reverse sensing	+ \$295.00
add front and rear lights	+ \$1,595.00
add bulkhead	+ \$1,595.00
add power inverter	+ \$1,295.00
add flood lights	+ \$1,995.00
Total	= \$55,188.00

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Purchase of Audio-Video Equipment from M3 Technology

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Purchase of audio-video equipment from M3 Technology.

Staff Recommendation

Approve the purchase of audio-video equipment and a reallocation of Police Department CIP funds.

Background Information

The audio-video equipment located in the training, community, and briefing rooms at MPD were originally installed during construction of the building in 2018. Certain components of the system are no longer operable and need replacement. The specified equipment in the community and training rooms will be replaced with new equipment. M3 will repurpose any remaining working monitors to refresh the existing video wall in the briefing room.

This equipment is available for purchase through a METRO Nashville Government contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the contract.

Council Priorities Served

Maintain public safety

Improved equipment can ensure clear communication during training sessions and briefings which is vital for conveying critical information to police personnel.

Fiscal Impact

The cost of this purchase, \$78,474, is funded by the reallocation of \$175,000 from the 2022 CIP bond from Police Mobile Video Equipment to Police IT Replacements.

Attachments

1. Contract with M3 Technology Group, Inc.
2. CIP Funds Reallocation Request

**CONTRACT BETWEEN CITY OF MURFREESBORO AND
M3 TECHNOLOGY GROUP, INC. FOR
AUDIO-VIDEO EQUIPMENT PURCHASE, REPAIR, AND MAINTENANCE SUPPORT SERVICES**

This Agreement (the "Agreement") is entered into this _____ 2023 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **M3 Technology Group, Inc.**, a for-profit corporation of the State of Tennessee, ("Contractor"). City and Contractor are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- **Contractor's contract 6481870, Purchase Agreement for Audio-Video Equipment Purchase, Repair, and Maintenance Support Services between M3 Technology Group and The Metropolitan Government of Nashville and Davidson County (METRO);**
- **Contractor's Quotes PQ232433, PQ232427, and PQ232426 (Exhibit A) dated October 11, 2023; and**
- **This Agreement**

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

1. **Any properly executed amendment or change order to this contract (most recent with first priority)**
2. **This Agreement**
3. **M3 Technology Group Contract 6481870, Purchase Agreement for Audio-Video Equipment Purchase, Repair, and Maintenance Support Services between Contractor and The Metropolitan Government of Nashville and Davidson County (METRO); and**
4. **Contractor's Quotes PQ232433, PQ232427, and PQ232426 (Exhibit A) dated October 11, 2023.**

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
2. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase **Audio-Video Equipment Purchase, Repair, and Maintenance Support Services** as set forth on Contractor's Quotes PQ232433, PQ232427, and PQ232426 (Exhibit A) and Contract Purchase Agreement 6481870 between Contractor and METRO. Equipment referenced on these quotes shall be installed in the Community Room, Training Room, and Briefing Room (**equipment used in the Briefing Room will be from the remaining working equipment extracted from the Training and Community Room**).

Furthermore, the City may utilize this Contract to procure additional products from Contractor per the METRO Contract, Customer Purchase Agreement for Products and Services between Contractor and METRO through the term of the contract (Effective Date 11/23/2020 to 11/22/2025). Additional purchases will be procured through an amendment to this contract.

3. **Agreement for Services.** In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good

standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

4. **Term.** The term of this contract shall be from the Effective Date to November 22, 2025 (the termination date for the M3 Technology Group, Inc.'s contract number 6481870, Customer Purchase Agreement for Products between Contractor and METRO).
5. **Termination.** CONTRACTOR's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of CONTRACTOR, provided that CONTRACTOR notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve CONTRACTOR of any liability to the City for damages sustained by virtue of any breach by CONTRACTOR.
 - e. Should the appropriation for CONTRACTOR's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to CONTRACTOR.
6. **Independent Contractor.** In the performance of this Agreement, CONTRACTOR, together with its staff, is acting as an independent contractor with respect to CONTRACTOR's performance hereunder and neither CONTRACTOR nor anyone used or employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of CONTRACTOR, except in the results obtained.
7. **Payment.**
 - a. **Price.** The price for the goods and other items to be provided under this Agreement are set forth in CONTRACTOR's Quotes (Exhibit A) dated October 11, 2023, for products, materials, labor, programming, installation, and warranty for video wall replacements in the Community Room, Training Room, and Briefing Room (Room 301) for a **total price of \$78,474.32**. Any compensation due CONTRACTOR under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services that each payment represents. The City agrees to pay CONTRACTOR after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number.
 - b. **Delivery.** Deliveries and installation of products shall be made within 45-60 business days of issuance of purchase order to: 1004 North Highland Avenue, Murfreesboro, TN 37130. Installation of equipment to be in Briefing Room, Community Room, and Training Room. Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City. City of Murfreesboro Police Department Contact - Attn: James Beasley, tel: 615-648-7169 – email: jbeasley@murfreesborotn.gov City Contact must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. **Acceptance.** Delivered items will not be considered "accepted" until an authorized agent for the City

has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in CONTRACTOR's Contract 6481870, Customer Purchase Agreement for Products between CONTRACTOR and METRO, and Contractors Quotes PQ232426, PQ232427, and PQ232433 (Exhibit A).

- d. **Purchase Order**. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
 - e. **Applicable Taxes**. City is exempt from State sales tax and will issue a tax exemption certificate to CONTRACTOR as requested. City shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Insurance**. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
9. **Warranty**. Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or bid for the specific item.

10. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement**.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully

the settlement are immediately due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

11. Effective Date. This Agreement is not binding upon the parties until signed by the Contractor and the authorized representatives of the City and approved by City Council. It is thereafter effective as of the date set forth above.

12. General Provisions.

- a. **Compliance with Laws.** CONTRACTOR agrees to comply with any applicable federal, state and local laws and regulations.
- b. **Maintenance of Records.** CONTRACTOR must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- c. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- d. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- e. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- f. **Employment.** CONTRACTOR may not subscribe to any personnel policy which permits or allows for

the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

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

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

- 14. Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

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

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that CONTRACTOR may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
22. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e- mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

M3 Technology Group
ATTN: Rusty Howell
1925 Airpark Center Drive
Nashville, TN 37217
Email:
rustyhowell@m3techgroup.com

City of Murfreesboro
ATTN: Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Email:
ctindall@murfreesborotn.gov

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses,

and costs at all stages of the litigation and dispute resolution.

25. Termination of previous contract. Execution of this contract will supersede and terminate the contract between the parties dated October 10, 2023, for the amount of \$36,487.16, based on Contractor’s Quote PQ232088.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the “Effective Date”).

CITY OF MURFREESBORO, TENNESSEE

M3 Technology Group, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Rusty Howell
Rusty Howell, Vice-President of Sales Operations

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



Nashville | Knoxville | Memphis | Birmingham | Huntsville | Houston

www.M3TechGroup.com 877-227-0717

Quote PQ232426

BILL TO

City of Murfreesboro
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

SHIP TO

City of Murfreesboro
Attn: James Beasley
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

Quote Date:	10/11/2023
Valid Until:	11/11/2023
Your Customer #:	MURCIT
Terms:	Net 30 Days
Contact:	James Beasley

Project Summary

Salesperson

Shipping Method

Shipping Terms

PD Community Room Video Wall Replacement 2-100" Monitors

Larry Jackson

Ground

Quoted Line (Shipping)

LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	SONFW100BZ40J	100-inch Bravia 4K HDR Prof'I Display	2.00	9,995.00	19,990.00
2	CHFXTM1U	Micro-Adjust Tilt Wall Mount X-Large	2.00	370.50	741.00
3	CREHDTXC4KZ101	DM Lite® 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable	2.00	361.54	723.08
4	CREHDRXC4KZ101	DM Lite® 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	2.00	361.54	723.08
5	COMHD18G3PROBLK	Pro AV/IT Certified 18Gb 4K High Speed HDMI Cable with ProGrip 3ft Black	4.00	0.00	0.00
6	MISCELLANEOUS	Cables, Connectors, Hardware, Etc.	1.00	1,750.00	1,750.00
7	SHIPPING	Shipping	1.00	900.00	900.00
8	INSTALLATION	Labor to Install	1.00	9,450.00	9,450.00
9	PROGRAMMINGTN	System Programming	1.00	2,210.00	2,210.00
10	M3TSTD90	M3 Standard 90 Day Warranty	1.00	0.00	0.00

Continued...

Nashville Headquarters: 925 Airpark Center Drive, Nashville, TN 37217 | 877-227-0717
 Knoxville Branch Office: 10613 Braden Dickey Lane, Knoxville, TN 37932 | 865-691-1124
 Houston Branch Office: 7055 Old Katy Road, Suite 22, Houston, TX 77024 | 346-200-8883



Nashville | Knoxville | Memphis | Birmingham | Huntsville | Houston

www.M3TechGroup.com 877-227-0717

Quote PQ232426

BILL TO

City of Murfreesboro
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

SHIP TO

City of Murfreesboro
Attn: James Beasley
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

Quote Date:	10/11/2023
Valid Until:	11/11/2023
Your Customer #:	MURCIT
Terms:	Net 30 Days
Contact:	James Beasley

Project Summary

Salesperson

Shipping Method

Shipping Terms

PD Community Room Video Wall Replacement 2-100" Monitors

Larry Jackson

Ground

Quoted Line (Shipping)

LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
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Standard Workmanship Warranty

M3 Technology Group, Inc. guarantees system installations to be free of defects in hardware, cables, connectors (materials) and workmanship for a period of 90 days from the date of completion. Completion is defined as the date of installation and training completion. Defective materials or equipment will, at M3's option, be repaired or replaced at no cost to the owner during the warranty period, provided any work does not void the manufacturers' warranties or adversely affects the products' performance.

This Warranty does not cover problems caused by associated equipment that has been provided and/or connected by others, or damage caused by accident, misuse, abuse, theft, vandalism, improper power source, fire, flood, lightning, earthquakes, (or any other acts of God), repair, or alteration by parties other than M3. This Standard Workmanship warranty is independent of all manufacturers' warranties.

Manufacturer Warranties

For equipment purchases, the manufacturers' warranties apply and shall be supported by M3 if said warranty period is greater than the length of the M3 Standard Workmanship Warranty. For warranty periods less than the M3 Standard Workmanship Warranty period, M3 shall be liable only for defects in a given item until the end of that period.

Terms

Terms are Due Upon Receipt and NET30 with approved credit.

For orders that exceed ten thousand dollars (\$10,000.00); 50% to initiate order (due upon receipt), balance due upon progress billing based on purchase agreement at time of order.

Payments made by credit card are subject to a 3.0% fee.

Due to global semiconductor ("chip") shortages and supply chain disruptions, pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Any changes to the items, scope of work (SOW), and/or timeline detailed in this quote, after receipt of customer PO, may impact the quoted system price. Any requested change that the parties mutually accept will be agreed to with a Change Order signed by both parties that specifically references the relevant change(s).

Quote Total:	36,487.16
Tax Total:	0.00
Total:	36,487.16

Signature

Date

Nashville Headquarters: 925 Airpark Center Drive, Nashville, TN 37217 | 877-227-0717
Knoxville Branch Office: 10613 Braden Dickey Lane, Knoxville, TN 37932 | 865-691-1124
Houston Branch Office: 7055 Old Katy Road, Suite 22, Houston, TX 77024 | 346-200-8883



Nashville | Knoxville | Memphis | Birmingham | Huntsville | Houston

www.M3TechGroup.com 877-227-0717

Quote PQ232427

BILL TO

City of Murfreesboro
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

SHIP TO

City of Murfreesboro
Attn: James Beasley
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

Quote Date:	10/11/2023
Valid Until:	11/11/2023
Your Customer #:	MURCIT
Terms:	Net 30 Days
Contact:	James Beasley

Project Summary

Salesperson

Shipping Method

Shipping Terms

PD Training Room Video Wall Replacement 2-100" monitors

Larry Jackson

Ground

Quoted Line (Shipping)

LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	SONFW100BZ40J	100-inch Bravia 4K HDR Prof'I Display	2.00	9,995.00	19,990.00
2	CHFXTM1U	Micro-Adjust Tilt Wall Mount X-Large	2.00	370.50	741.00
3	CREHDTXC4KZ101	DM Lite® 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable	2.00	361.54	723.08
4	CREHDRXC4KZ101	DM Lite® 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	2.00	361.54	723.08
5	COMHD18G3PROBLK	Pro AV/IT Certified 18Gb 4K High Speed HDMI Cable with ProGrip 3ft Black	4.00	0.00	0.00
6	MISCELLANEOUS	Cables, Connectors, Hardware, Etc.	1.00	1,750.00	1,750.00
7	SHIPPING	Shipping	1.00	900.00	900.00
8	INSTALLATION	Labor to Install	1.00	9,450.00	9,450.00
9	PROGRAMMINGTN	System Programming	1.00	2,210.00	2,210.00
10	M3TSTD90	M3 Standard 90 Day Warranty	1.00	0.00	0.00

Continued...

Nashville Headquarters: 925 Airpark Center Drive, Nashville, TN 37217 | 877-227-0717
 Knoxville Branch Office: 10613 Braden Dickey Lane, Knoxville, TN 37932 | 865-691-1124
 Houston Branch Office: 7055 Old Katy Road, Suite 22, Houston, TX 77024 | 346-200-8883



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www.M3TechGroup.com 877-227-0717

Quote PQ232427

BILL TO

City of Murfreesboro
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

SHIP TO

City of Murfreesboro
Attn: James Beasley
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

Quote Date:	10/11/2023
Valid Until:	11/11/2023
Your Customer #:	MURCIT
Terms:	Net 30 Days
Contact:	James Beasley

Project Summary

PD Training Room Video Wall Replacement 2-100" monitors

Salesperson

Larry Jackson

Shipping Method

Ground

Shipping Terms

Quoted Line (Shipping)

LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
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Standard Workmanship Warranty

M3 Technology Group, Inc. guarantees system installations to be free of defects in hardware, cables, connectors (materials) and workmanship for a period of 90 days from the date of completion. Completion is defined as the date of installation and training completion. Defective materials or equipment will, at M3's option, be repaired or replaced at no cost to the owner during the warranty period, provided any work does not void the manufacturers' warranties or adversely affects the products' performance.

This Warranty does not cover problems caused by associated equipment that has been provided and/or connected by others, or damage caused by accident, misuse, abuse, theft, vandalism, improper power source, fire, flood, lightning, earthquakes, (or any other acts of God), repair, or alteration by parties other than M3. This Standard Workmanship warranty is independent of all manufacturers' warranties.

Manufacturer Warranties

For equipment purchases, the manufacturers' warranties apply and shall be supported by M3 if said warranty period is greater than the length of the M3 Standard Workmanship Warranty. For warranty periods less than the M3 Standard Workmanship Warranty period, M3 shall be liable only for defects in a given item until the end of that period.

Terms

Terms are Due Upon Receipt and NET30 with approved credit.

For orders that exceed ten thousand dollars (\$10,000.00); 50% to initiate order (due upon receipt), balance due upon progress billing based on purchase agreement at time of order.

Payments made by credit card are subject to a 3.0% fee.

Due to global semiconductor ("chip") shortages and supply chain disruptions, pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Any changes to the items, scope of work (SOW), and/or timeline detailed in this quote, after receipt of customer PO, may impact the quoted system price. Any requested change that the parties mutually accept will be agreed to with a Change Order signed by both parties that specifically references the relevant change(s).

Quote Total:	36,487.16
Tax Total:	0.00
Total:	36,487.16

Signature

Date

Nashville Headquarters: 925 Airpark Center Drive, Nashville, TN 37217 | 877-227-0717
Knoxville Branch Office: 10613 Braden Dickey Lane, Knoxville, TN 37932 | 865-691-1124
Houston Branch Office: 7055 Old Katy Road, Suite 22, Houston, TX 77024 | 346-200-8883



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www.M3TechGroup.com 877-227-0717

Quote PQ232433

BILL TO

City of Murfreesboro
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 648-7169

SHIP TO

City of Murfreesboro
Attn: Bill Terry
Police Department
1004 North Highland Ave
Murfreesboro, TN, 37130
Phone: (615) 971-6149

Quote Date:	10/12/2023
Valid Until:	11/12/2023
Your Customer #:	MURCIT
Terms:	Net 30 Days
Contact:	James Beasley

Project Summary

Salesperson

Shipping Method

Shipping Terms

Briefing Room Video Wall refresh with existing monitors

Larry Jackson

Ground

Quoted Line (Shipping)

LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
M3 will refresh the existing video wall using monitors removed from the Community and Training Room. The best 9 monitors will be installed on the existing wall mounts. The will be color balanced as best as possible and programmed to work with the existing touchpanel remote.					
1	INSTALLATION	Labor to Install	1.00	4,200.00	4,200.00
2	PROGRAMMINGTN	System Programming	1.00	1,300.00	1,300.00

Standard Workmanship Warranty

M3 Technology Group, Inc. guarantees system installations to be free of defects in hardware, cables, connectors (materials) and workmanship for a period of 90 days from the date of completion. Completion is defined as the date of installation and training completion. Defective materials or equipment will, at M3's option, be repaired or replaced at no cost to the owner during the warranty period, provided any work does not void the manufacturers' warranties or adversely affects the products' performance.

This Warranty does not cover problems caused by associated equipment that has been provided and/or connected by others, or damage caused by accident, misuse, abuse, theft, vandalism, improper power source, fire, flood, lightning, earthquakes, (or any other acts of God), repair, or alteration by parties other than M3. This Standard Workmanship warranty is independent of all manufacturers' warranties.

Manufacturer Warranties

For equipment purchases, the manufacturers' warranties apply and shall be supported by M3 if said warranty period is greater than the length of the M3 Standard Workmanship Warranty. For warranty periods less than the M3 Standard Workmanship Warranty period, M3 shall be liable only for defects in a given item until the end of that period.

Terms

Terms are Due Upon Receipt and NET30 with approved credit.

For orders that exceed ten thousand dollars (\$10,000.00); 50% to initiate order (due upon receipt), balance due upon progress billing based on purchase agreement at time of order.

Payments made by credit card are subject to a 3.0% fee.

Due to global semiconductor ("chip") shortages and supply chain disruptions, pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Any changes to the items, scope of work (SOW), and/or timeline detailed in this quote, after receipt of customer PO, may impact the quoted system price. Any requested change that the parties mutually accept will be agreed to with a Change Order signed by both parties that specifically references the relevant change(s).

Quote Total:	5,500.00
Tax Total:	0.00
Total:	5,500.00

Signature

Date

Nashville Headquarters: 925 Airpark Center Drive, Nashville, TN 37217 | 877-227-0717
Knoxville Branch Office: 10613 Braden Dickey Lane, Knoxville, TN 37932 | 865-691-1124
Houston Branch Office: 7055 Old Katy Road, Suite 22, Houston, TX 77024 | 346-200-8883



... creating a better quality of life

CIP Funds Reallocation Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond

Transfer CIP funds from:

Transfer CIP funds to:

Police Mobile Video Equipment	\$ (175,000.00)	Police IT Replacements	\$ 175,000.00
			-
TOTAL TRANSFER	\$ (175,000.00)	TOTAL TRANSFER	\$ 175,000.00

Explanation: It is requested that \$175,000 be reallocated from Mobile Video Equipment to Technology - IT Replacements - IT for the Police Department. The Department wants to replace audiovisual equipment in the training room at Police Headquarters.

[Signature] _____ Date 9-12-23

Vicki J Massey _____ Date 9/11/23

Approved _____
 City Manager

Declined _____
 Date

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Purchase of IntelliHub SaaS from Forward Thinking

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of IntelliHub Saas from Forward Thinking.

Staff Recommendation

Approve the purchase of software licenses for the use of IntelliHub services from Forward Thinking.

Background Information

IntelliHub will provide GPS tracking for MPD vehicles. This will be a three-year subscription for software service and support that will work with existing hardware to provide GPS locations for officers while in the field.

This software is available for purchase through the Sourcewell contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current contract.

Council Priorities Served

Maintain Public Safety

GPS tracking provides the ability to know the location of all vehicles equipped with this feature and allows for increased safety measures and accountability.

Fiscal Impact

The total expenditure, \$92,160 will be billed in annual installments of \$30,720. The first payment is provided for in the departmental FY24 operating budget. Subsequent payments will be budgeted for accordingly.

Attachments

Contract with Forward Thinking Systems for Software

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
FORWARD THINKING SYSTEMS LLC
FOR SOFTWARE**

This Contract is entered into and effective as of _____, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **FORWARD THINKING SYSTEMS LLC** a corporation of the State of New York ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell Contract No. 020221-FWD ("Sourcewell Contract")*
- *Quote #Q-752650 dated September 14, 2023 ("Contractor's Proposals")*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sourcewell Contract No. 020221-FWD ("Sourcewell Contract")*
- *Quote #Q-752650 dated September 14, 2023 ("Contractor's Proposal")*.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase 256 licenses for INTELLIHUB SaaS: Intellihub as set forth on Contractor's Proposal using the Sourcewell Contract.
2. **Term.** The term of this contract shall be thirty-six months from the Effective Date to the expiration of Sourcewell Contract on March 26, 2025, or as amended by Sourcewell.
3. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30 days prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
4. **Price; Compensation; Method of Payment.**

- a. The price for the goods and services to be provided under this Contract is set forth in Contractor's Quote Q-752650 dated September 14, 2023, reflecting a total Purchase Price of ninety two thousand one hundred and sixty dollars and no cents (\$92,160.00). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries of all items shall be made within 4-6 weeks of order to: 1004 N. Highland Ave., Murfreesboro, TN 37130. Delivery Contact: Captain Cary Gensemer (email: 0356@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will

provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to the Contractor:
Gil Peters
Director of Government Sales
Forward Thinking System
Gil.Perters@ftsgps.com
+1 (516) 717-5804
575 Jericho Turnpike #301
Jericho, NY 11753

8. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received

under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

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

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

FORWARD THINKING SYSTEMS LLC

DocuSigned by:
By: *Gil Peters* _____
5334E5AD9F6B4DD...
Gil Peters, Director of Government Sales

APPROVED AS TO FORM:

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



FORWARD THINKING SYSTEMS
575 Jericho Turnpike - Suite 300, Jericho, NY 11753
1-866-221-1864 / FTSGPS.com

DOCUMENT INFORMATION

Quote Number: Q-752650
Type: Software Only
Deal Type: Purchase
Leasing Company: None
Date Created: September 14, 2023 11:53:36 AM

PAYMENT INFORMATION

Contract Length: 36 Month(s)
Monthly Recurring Charge: \$ 2,560.00
Total Term Cost: \$ 92,160.00
Total One-Time Equipment Fees: \$ 0.00
Balance Due At Signing: \$ 0.00

CUSTOMER INFORMATION

Account Name: Murfreesboro Police Dept
Tax ID:
Contact Name: Cary Gensemer
Phone: 615-971-6187
Email: 0356@murfreesborotn.gov
Title: OPR captain

CUSTOMER ADDRESS INFORMATION

Billing Information

, , null

Shipping Information

, , null

FTS SALES CONTACT INFORMATION

Prepared By: Gil Peters
Title:
Email: gil.peters@ftsgps.com
Phone:

PRODUCT INFORMATION

Product	Qty	Sales Price	Monthly Recurring Charge	Net Equipment Price	Total One Time Fees
INTELLIHUB SaaS: Intellihub	256	\$ 10.00	\$ 2,560.00	\$ 0.00	\$ 0.00
Total:			\$ 2,560.00		\$ 0.00

Print Date: September 14, 2023 04:54:35 PM GMT

Printed by: Gil Peters

This quote is based off of a 36 month contract utilizing Sourcewell Contract #020221-FWD with an MSRP of \$25.00 per month per license for IntelliHub, and a Sourcewell Contract Pricing of \$10.00 per month per license. In addition, FTS will include a 10% discount for annual prepayment and a 15% discount for prepayment of the 36 month contract.

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Purchase of Police Equipment from GT Distributors

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of ballistic shields from GT.

Staff Recommendation

Approve the purchase of 45 ballistic shields from GT.

Background Information

The purchase of 45 ballistic shields would equip each city school SRO and Uniform Division Sergeant with increased ballistic protection.

This equipment is available for purchase from GT via the Buyboard Master Agreement No. 698-23. Buyboard purchases are permitted by Council Resolution. Staff has verified the cost effectiveness of the current agreement.

Council Priorities Served

Maintain Public Safety

Personal protection equipment is an essential law enforcement safety tool.

Fiscal Impact

The cost of this purchase, \$184,099 is funded by the American Rescue Plan Act Funds.

Attachments

Contract Between City of Murfreesboro and GT Distributors

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
GT DISTRIBUTORS
FOR ASSAULT III VP BALLASTIC SHIELDS**

This Agreement is entered into and effective as of _____ 2023, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **GT DISTRIBUTORS, INC.**, a stock corporation of the State of Texas ("Contractor").

This Agreement consists of the following documents:

- This document
- BuyBoard's Master Agreement No. 698-23, including GT Distributors National Award Letter, dated February 7, 2023 ("Master Agreement")
- Contractor's Proposal #QTE0178269, dated September 5, 2023 ("Contractor's Proposal")
- Exhibit A- Federally Required Clauses Using ARPA Grant Expenses
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement, including Exhibit A- Federally Required Clauses Using ARPA Grant Expenses
- Third, the Master Agreement
- Last, the Contractor's Proposal

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase forty-five (45) PTA-1352071 Assault III VP 20 x 36 Horizontal Handle Ballistic Shields as listed in accordance with Contractor's (GT Distributors) Proposal dated September 5, 2023. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Master Agreement throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council
2. **Term.** The agreement term shall run concurrent with the term of the Master Agreement until its expiration on March 31, 2024. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the

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

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Sales Quote (Proposal) #QTE0178269 dated September 5, 2023, which reflects a purchase price of \$4091.10 each for 45 Ballistic Shields as listed, including a \$400.00 freight charge as listed, for a **Total Purchase Price of One Hundred Eighty-Four Thousand Four Hundred Ninety-Nine dollars and Fifty Cents (\$184,499.50)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries shall be made within six (6) months of issuance of purchase order to Murfreesboro Police Department, 1004 North Highland Avenue, Murfreesboro, TN 37130 - Attn: Capt. Sam Smith, email: 0435@murfreesborotn.gov Phone: 615-971-6341. Contacts must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Master Agreement.
- e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

- 4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

- 5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent

contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

If to the Contractor:
Attn: Jeff Poe
GT Distributors, Inc.
1124 New Meister Ln. Ste 100
Pflugerville, TX 78660

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that**

employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

- 20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

GT DISTRIBUTORS, INC.

By: _____
Shane McFarland, Mayor

By: *David Curtis*

6A3563E86F4740B
David Curtis, Bids Manager

APPROVED AS TO FORM:

Adam Tucker

43A2095E54F9401
Adam F. Tucker, City Attorney

EXHIBIT A**FEDERALLY REQUIRED CLAUSES FOR PROJECTS USING ARPA GRANT EXPENSES**

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

- **SUSPENSION & DEBARMENT** - Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. The awarded Proposer shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
 1. Debarred from participation in any federally assisted Award;
 2. Suspended from participation in any federally assisted Award;
 3. Proposed for debarment from participation in any federally assisted Award;
 4. Declared ineligible to participate in any federally assisted Award;
 5. Voluntarily excluded from participation in any federally assisted Award; or
 6. Disqualified from participation in any federally assisted Award.
 - b. By signing submitting a Proposal, Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

- **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- **CIVIL RIGHTS COMPLIANCE.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- **CIVIL RIGHTS REQUIREMENTS.**
 - a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
 - b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, awarded Proposer shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

c. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Contractor shall refrain from discrimination against present and prospective employees for reason of age.

d. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

- **2 CFR 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The City of Murfreesboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 41 U.S.C. 2000d to 2000d-4 hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (“DBE’s”) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

- **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this clause:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- **BONDING REQUIREMENTS.** (2 CFR § 200.326)
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$250,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** (all prime construction contracts in excess of \$2,000 awarded by non-Federal entities) Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found in the solicitation. Award of the contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the Federal awarding agency.
 1. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or

trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
 - a. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
3. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
4. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal

agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **COPELAND “ANTI-KICKBACK” ACT.** Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City will report all suspected or reported violations to the Federal awarding agency.
 - **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323)**. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)**.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - Procure or obtain;
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) See Public Law 115-232, section 889 for additional information.
 - (d) See also § 200.471.

- **RECORDKEEPING REQUIREMENTS**. The City must maintain records and financial documents for five years after all funds have been expended or returned to the Department of Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should

be collected, transmitted, and stored in open and machine-readable formats.

The City must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

- **SINGLE AUDIT REQUIREMENTS.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.⁷

Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB’s website: <https://www.whitehouse.gov/omb/office-federal-financial-management/> Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- **COMPLIANCE WITH APPLICABLE LAW & REGULATIONS.**

Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulations at 31 CFR Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include,

without limitation, the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **HATCH ACT.** The City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 - **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Murfreesboro by the U.S. Department of the Treasury."
 - **PROTECTIONS FOR WHISTLEBLOWERS.** The City shall inform its employees in writing of the rights and remedies provided under clause 16 of the Grant Agreement, in the predominant native language of the workforce. Specifically, clause 16 states:
 - In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - The list of persons and entities referenced in the paragraph above includes the following:
 - A member of Congress or a representative of a committee of Congress;
 - An Inspector General;
 - The Government Accountability Office;
 - A Treasury employee responsible for contract or grant oversight or management;

- An authorized official of the Department of Justice or other law enforcement agency;
 - A court or grand jury; or
 - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
-
- **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

 - **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0178269
Date	9/5/2023
Page:	1

Bill To:

Murfreesboro Police Department (TN)
 PO Box 1139
 Murfreesboro TN 37133

Ship To:

Murfreesboro Police Department (TN)
 1004 N Highland Blvd
 Attn: Sam Smith
 Murfreesboro TN 37130

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SHIELDS 9-5-23	007756	JP		NET 15	0/0/0000	2,803,503

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
45	PTA-1352071*	Assault III VP 20x36 Horizontal Handle	EA	\$4,091.10	\$184,099.50
1	NOTES:	Current MSRP \$7,895.00 Notes: Quotation reflects BuyBoard Contract 698-23 Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Sam Smith
 0435@murfreesborotn.gov
 Your salesperson is Jeff Poe. Thank you.

Subtotal	\$184,099.50
Misc	\$0.00
Tax	\$0.00
Freight	\$400.00
Total	\$184,499.50

COUNCIL COMMUNICATION
Meeting Date: 11/02/2023

Item Title: Purchase of Street Department Vehicle

Department: Public Works Department

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Purchase of one Peterbilt Model 548 Dump Truck.

Staff Recommendation

Approve the purchase of one Peterbilt Model 548 Dump Truck.

Background Information

The proposed purchase is required for the Street Department's operations. State statute and Council Resolution authorizes cooperative purchases. The purchase of this Peterbilt Dump Truck will be done through the Sourcewell contract to procure the most competitive price for the items the department needs. This dump truck will supplement the existing Street Department's fleet as the City's needs and infrastructure continue to grow.

Council Priorities Served

Maintain public safety

Well-functioning equipment assure the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

Fiscal Impact

The expense, \$316,971, is funded by the FY21 & FY22 CIP budget, including a reallocation of \$117,000 in CIP funds from the Street Paving Machine line item.

Attachments

1. Viking Cives Price Proposal
2. CIP Funds Reallocation Request
3. City Contract with Viking Cives Midwest, Inc.



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
170503	10/13/23

Customer		
CITY OF MURFREESBORO, TN		
EMAIL INVOICES		
620 W MAIN ST		
MURFREESBORO	TN	37129

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	HOUSE	10/13/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0110, SW-TK0554, SW-CH0605, NJ2400, NJ2500)	1.00	EA	0.00	0.00
SW-CH0605	Peterbilt tandem axle truck for 13-17' body packages MSRP list price is shown	1.00	EA	230,508.00	230,508.00
NJ2500	Discounted chassis price at 25% off MSRP is \$172,881 Peterbilt model 548 chassis (see attached quote/spec) Option to modify pacakge with 25% off MSRP, variation from contract chassis includes: - Model 548 - 4500 Series Allison Transmission - 22.5" tires - 370 horsepower Final price is \$184,996.28	1.00	EA	-45,511.72	-45,511.72
SW-TK0110	15' Tandem package with basic electric controls Custom plow frame with 4" x 10" DA cylinder. LED plow lights with heated lenses & mounting brackets. 41R12 full trip power reverse plow. 15' SS dump body with CS140DA hoist. Whelen Emergency light pkg 3 light rear, cab shield, mount front power load cover. 3/4" pintle plate with tow 45 Ton pintle hook. Central hyd system, piston pump, valve tank combo, valves for dump, reversible plow, spreader manifold, pneumatic actuators, basic spreader control. 15' stainless steel dual auger spreader with screen and hold downs.	1.00	EA	191,616.00	191,616.00
NJ2500	Discounted equipment price at 25% off MSRP is	1.00	EA	-59,641.00	-59,641.00



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
170503	10/13/23

Customer		
CITY OF MURFREESBORO, TN		
***EMAIL INVOICES ***		
620 W MAIN ST		
MURFREESBORO	TN	37129

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	HOUSE	10/13/23			

Item	Description	Ordered	UOM	Price Per	Total Price
	\$143,712.00				
	Option to modify package with 25% off MSRP, variations from contract equipment are listed below				
	Final price is \$131,975.00				
EQUIPMENTPKG	The following items are specific to the City of Murfreesboro and will be furnished and installed by Viking Cives	1.00	EA	0.00	0.00
SALES	Front hitch kit with 30 1/2" center and 3x10 DA lift cylinder	1.00	EA	0.00	0.00
SALES	15' Corten steel municipal dump body that includes doghouse and cab shield corners - less hoist, load cover, LED warning lights, tension hoop, auxiliary hydraulic connections	1.00	EA	0.00	0.00
	- Western Style crossmemberless design				
	- Corten material				
	- 42" side height				
	- Pneumatic high lift tailgate (50")				
	- 1/4" AR450 floor				
	- Pullout ladder with grab handle				
	- Fully welded and dirt-shedding				
	- 1/4" Corten trapezoid style, fully enclosed long sills (no splices)				
	- Horizontal bracing sloped and fully welded				
	- Driver's side hydraulic lines to rear for spreader hookup				
	- Painted black				
MSRP2290	Mailhot CS 140 Series hoist package for Viking platform or tandem axle dump body for installation on clean frame	1.00	EA	0.00	0.00
MSRP2320	Aero 550 load cover with asphalt tarp for 15' body	1.00	EA	0.00	0.00
MSRP3010	Hydraulic system for City of Murfreesboro, which includes:	1.00	EA	0.00	0.00



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 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
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Quote

Quote #	Date
170503	10/13/23

Customer		
CITY OF MURFREESBORO, TN		
***EMAIL INVOICES ***		
620 W MAIN ST		
MURFREESBORO	TN	37129

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	HOUSE	10/13/23			

Item	Description	Ordered	UOM	Price Per	Total Price
	<ul style="list-style-type: none"> - Force America hydraulic system for Peterbilt 548 - 5100EX controller - Air controlled - PTO driven - Stainless steel VT35 - Add-A-Fold assembly with valving for D/A hoist, D/A plow lift, D/A plow angle, auger, spinner, pre-wet - Varitech prewet system 				
MSRP3190	Snow and ice hydraulic install kit (includes hoses, fittings and hardware)	1.00	EA	0.00	0.00
MSRP5135	Whelen VCSYS1 municipal lighting package	1.00	EA	0.00	0.00
SALES	TDOT-style plow light kit	1.00	EA	0.00	0.00
SALES	TDOT-style pintle hitch kit	1.00	EA	0.00	0.00
MSRP9110	Tandem axle install kit (includes miscellaneous electrical components, hardware and labor)	1.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
SALES	36"x18"x18" tool box with stainless steel brackets	1.00	EA	0.00	0.00
SALES	15' Viking-Cives VCM-A-15-82-54 201SS dual auger spreader, which includes: <ul style="list-style-type: none"> - 7 gauge and 10 gauge 201 2B stainless steel resists harsh winter conditions - Motor-to-gearbox combination - 7" augers - Top screen breaks up material to prevent damage - Pivotal rear chute assembly - 20" poly spinner disk - Galvanized steel spreader stand 	1.00	EA	0.00	0.00
SALES	Viking 30R10 plow assembly, which includes: <ul style="list-style-type: none"> - 30R10 moldboard (painted orange) 	1.00	EA	0.00	0.00



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
170503	10/13/23

Customer			
CITY OF MURFREESBORO, TN			
***EMAIL INVOICES ***			
620 W MAIN ST			
MURFREESBORO	TN	37129	

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	HOUSE	10/13/23			

Item	Description	Ordered	UOM	Price Per	Total Price
	<ul style="list-style-type: none"> - Rubber deflector and bumpers - Kueper GK5 cutting edges - 48" plow markers (banded to push frame) - Push frame assembly (painted black) - angle for fitting attachment welded to turntable - Hose and fitting kit - Compression spring assemblies - 30 1/2" swivel with hardware - Lift chain assembly - Parking jack 				

Prepared By: Chris
 Memo: SOURCEWELL
 SALESMAN: CHRIS POBST

Sub-Total	316,971.28
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	316,971.28

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

**Quoted price does not include any applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts, NET 30 days
 Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis



... creating a better quality of life

CIP Funds Reallocation Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2021 Bond

Transfer CIP funds from:

Transfer CIP funds to:

Street Paving Machine	\$ (117,000.00)	Street Dual Axle Dump Trucks	\$ 117,000.00
TOTAL TRANSFER	\$ (117,000.00)	TOTAL TRANSFER	\$ 117,000.00

Explanation: It is requested that \$117,000 be reallocated from the Street Paving Machine line item to the Street Dual Axle Dump Trucks line item. After this reallocation, the balance remaining in the Steet Paving Machine line item will be \$50,393.71.

[Signature] Date 10-11-23
Budget Director Signature

Vicki J Massey Date 10/11/23
Reviewed by Finance

Approved [Signature]
City Manager

Declined _____
Date

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

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR PURCHASE OF A PETERBILT MODEL 548 DUMP TRUCK**

This Contract is entered into and effective as of the _____ 2023, by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee ("City") and VIKING-CIVES MIDWEST, INC. a Corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell Contract #062222-VCM with Viking-Cives, hereinafter, "Sourcewell Contract"*
- *Price Quotation #170503 from Viking-Cives Midwest for a PETERBILT MODEL 548 DUMP TRUCK with options as listed, hereinafter, "Price Quote"*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Sourcewell Contract*
- *Fourth, Price Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) Peterbilt Model 548 Dump Truck with options as listed on the Price Quote, and as set forth in the Sourcewell Contract.**
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on August 15, 2026. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote from Rush Truck Center of Nashville for **One (1) Peterbilt Model 548 Dump Truck with options as listed on Price Quote**, and as set forth in the Sourcewell Contract for a **Total Purchase Price of Three Hundred Sixteen Thousand, Nine Hundred, Seventy-One Dollars and Twenty-Eight Cents (\$316,971.28)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries and pick-up of all items for the Street Department shall be made by November 1st, 2024, to Attn: Tracy Brown – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: tbrown@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor’s Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and Sourcewell Contract.

5. **Indemnification.**

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

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

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. Notices. Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

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

If to the Contractor:
Viking-Cives Midwest
Attn: Chris Pobst
22956 Highway 61
PO Box 295
Morley, MO 63767
cpobst@vikingcives.com

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

to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023
(the "Effective Date").

CITY OF MURFREESBORO

VIKING-CIVES MIDWEST, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Chris Polst
Chris Polst, Sales

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION
Meeting Date: 11/02/2023

Item Title: Purchase of Stormwater Vehicle

Department: Public Works Department

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Purchase of one 2024 Peterbilt Model 589 Dump Truck.

Staff Recommendation

Approve the purchase of one 2024 Peterbilt Model 589 Dump Truck.

Background Information

The proposed purchase is required for the Street Department's Stormwater operations. State statute and Council Resolution authorizes cooperative purchases. The purchase of this 2024 Peterbilt Dump Truck will be done through the Sourcewell contract to procure the most competitive price for the items the department needs. The Stormwater Division is one of our most utilized crews at the Street Department. This addition to the Stormwater fleet will better assist in the maintenance of existing drainage systems and better equip them on large drainage projects.

Council Priorities Served

Maintain public safety

Well-functioning equipment assure the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

Fiscal Impact

The expense totaling \$259,851, is funded from the Stormwater FY24 fund.

Attachments

1. Rush Truck Center Price Proposal
2. Rogers Manufacturing Quote for Dump Body
3. Peterbilt vehicle specifications summary
4. City Contract with Rush Truck Center

Quote

Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Quote # 10604

Customer
Account # 665519
RUSH TRUCK CENTER
900 EXPO DR
SMYRNA, TN 37167

Phone 615-244-9720 Fax 615-244-9719

Date 9/19/2023

Quote Valid for 30 Days Sales Rep. JB

Truck Pete 589

Quoted To Andrew Barrett

Chassis ID #

Owner City of Murfreesboro

CA / CT 136"

Email

Transmission Allison 4000 Series

Chassis Arrival

Axles Tandem

Expected Completion

P.O. #
F.O.B. Nashville, TN

Exhaust Duals(Notched Cabshield)

Body Reference #

Horns on Cab Yes

Group	Sub Group	Type	Description	Qty	
Body	Model	M1	M Series	1	
	LENGTH		16'-0"		
	Inside Width		7'-4"		
Floor	Outside Width		8'-0"		
	Material	Standard	3/8" AR 450 Center Floor		
	Longitudinals	Standard	8" x 2" x 1/4" Longitudinals		
Hoist well	Crossmembers		N/A		
	Material	Standard	1/4" AR 450		
	HEIGHT		62"		
Sides	Material	Standard	1/4" AR 450		
	Front Post		None		
	Side Post		None		
	Rear Post	Standard	7 Ga High Tensile Steel		
	Top Rail		4" x 4" x 3/16"		
	Fenders		3/16" Full fender each side		
	Fender Option	Standard	None		
	Board Pockets	Standard	None		
	Center Lug	Standard	None		
	Top of Sides	Standard	Dirt Shedding Angle		
	Steps	Standard	Grip Strut Steps (Driver's Side)		
	Lower Step	Standard	Fender Flat Bar Loop Step		
	Front	Material			1/4" AR 450
		Cabshield	Option		20", Notched for Duals
		Exhaust			Factory provided turnouts/elbows
Tailgate	HEIGHT		62"		
	Material	Standard	1/4" AR 450		
	Top of Tailgate	Standard	Dirt Shedding Angle		
	Type	Standard	Hydraulic High Lift		
	SLOPE	Standard	None, Straight		
	# of Panels	Standard	Single Panel, No Horizontal or Vertical Braces		
	Hinges	Standard	Hydraulic High Lift Hinges		
	T/G Chains	Standard	5/16" Standard Chains		
	Controls	Standard	Air Latch		
	Latches	Standard	Forged Lower Latches		
Air Axle by Others			Total		

Quote

Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Quote # 10604

Customer

Phone 615-244-9720 Fax 615-244-9719

Date 9/19/2023

Account # 665519

Quote Valid for 30 Days Sales Rep. JB

RUSH TRUCK CENTER
900 EXPO DR
SMYRNA, TN 37167

Truck Pete 589

Quoted To Andrew Barrett

Chassis ID #

Owner City of Murfreesboro

CA / CT 136"

Email

Transmission Allison 4000 Series

Chassis Arrival

Axles Tandem

Expected Completion

P.O. #

F.O.B. Nashville, TN

Exhaust Duals(Notched Cabshield)

Body Reference #

Horns on Cab Yes

Group	Sub Group	Type	Description	Qty
Lights	Apron / Spreader Lip	Option	8" Push Bumper w/ 3" Schedule 80 pipe	
	Body Lights	Standard	LED Lights to meet FMVSS # 108	
	Rear Stop/Turn	Standard	6" LED Oval Surface mount (1 on each rear post)	
Paint	Marker Lights	Standard	1 1/4" LED Marker Lights	
	Color	Standard	Black	
	Manufacturer	Standard	Donovan - Rubrail	
Tarp	Operation	Standard	Electric	
	Arms	Standard	Aluminum Curved	
	Cover Material	Standard	Vinyl, 9' wide	
Mud Flaps	Front	Standard	"Rogers" Rubber flaps w/ anti sail bracket	
	Rear	Standard	"Rogers" Rubber flaps	
Chassis / Hydraulics	PTO	Option	Allison Automatic PTO	
	Pump	Standard	Direct Mount (P51)	
	Control - PTO	Option	Hot Shift (RMC)	
	Control - Pump	Standard	Air Shift (RMC)	
	Valve	Standard	DVA for Hydraulic High Lift & Body	
	Hoist	Standard	Front Mount Telescopic	
	Cylinder Base	Standard	Frameless Cylinder Base	
	Hydraulic Tank	Standard	Front Mount Oil Tank	
	Rear Hinge Assembly	Standard	Frameless Rear Hinge assembly w/ body hinges	
	Chassis Lights	Standard	Standard	
	Back Up Alarm	Standard	Yes, Standard	
	Body Safety Support	Standard	Standard Body Safety Supports	
	Installation	Standard	Body Installed, with listed components	
	Air Axle by Others			Total



Rush Truck Center, Nashville (N025)
 900 Expo Drive
 Smyrna, Tennessee 37167

City Of Murfreesboro
 111 Vine Street
 Murfreesboro, Tennessee 37133
 United States of America

Andrew Barrett
 Cell Phone:
 Office Phone:
 Email: barretta@rushenterprises.com

TRACY BROWN
 Office Phone: 6158934380

Vehicle Summary

	Unit		Chassis	
Model:	Model 589 Traditional	Fr Axle Load (lbs):		20000
Type:	Full Truck	Rr Axle Load (lbs):		46000
Description 1:	589 Dump 8LL	G.C.W. (lbs):		89000
Description 2:	20kfront 23kpusher 46kTandem			
	Application	Road Conditions:		
Intended Serv.:	Construction Dump-On/Off Highway	Class A (Highway)		91
Commodity:	Construction Materials	Class B (Hwy/Mtn)		9
		Class C (Off-Hwy)		0
	Body	Class D (Off-Road)		0
Type:	End Dump	Maximum Grade:		6
Length (ft):	16	Wheelbase (in):		225
Height (ft):	13	Overhang (in):		60
Max Laden Weight (lbs):	5000	Fr Axle to BOC (in):		90.1
		Cab to Axle (in):		134.9
	Trailer	Cab to EOF (in):		194.9
No. of Trailer Axles:	0	Overall Comb. Length (in):		316
Type:				
Length (ft):	0			
Height (ft):	0			
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 589 Traditional Peterbilt is proud to introduce the Legendary Model 589. The Model 589 takes cues from heritage designs and incorporates essential customer feedback to create this legendary and luxurious truck. The Peterbilt Model 589 has a bold, distinctive style and iconic exterior features such as the aluminum hood, wrap-around grille crown with triple bars and 15" stainless steel external air cleaners. A driver centric and luxurious cabin features purposeful storage throughout, automatic climate control and plenty of available brightwork. The interior of the Model 589 provides best-in-class quality and driver comfort.	14,820
O	Construction Materials	0
O	Construction Dump-On/Off Highway Truck or tractor without liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back, over the side of the body, or out the bottom of the trailer.	0
O	End Dump	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	284
O	Full Steel Inner Liner	634
O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
S	Aluminum Frame Rail Crossmembers Excludes suspension	0
O	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	-64

Price Level: January 1, 2024

Deal: 589 Dump 8LL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



Std/ Opt	Description	Weight
O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment		
O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	111
O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
O	Power Steering TRW THP60 Dual Gear For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	54
O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-113
O	Greasable Front Spring Pins	0
O	Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	-25
S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
O	Gusseted Cam Brackets, Steer Axle	0
O	Heavy Duty Cam Bushings, Steer Axle	0
Rear Axle & Equipment		
O	Dana Spicer D46-172 46,000 LBS Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	521
O	Watson-Chalin AL2200 (1) 23,000 lb Pusher Non-steer liftable pusher, includes (1) air tank. The axle will be set to the lowered position when the parking brake is set, without regard to the current position of the in-dash switch. In-dash gauges must be selected separately.	1,365
O	54in Pusher Axle Spacing From Centerline of Forward Drive Axle	0
O	PHP10 Aluminum PreSet PLUS Hubs, Cast Drums	0

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Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	With 10K, 13.5K, 20K or 23K Non-Steering Pusher Axles	
S	PHP10 Aluminum PreSet PLUS Hubs	0
O	Inverted Rear Brake Chambers Hendrickson, Chalmers	0
O	Bendix Smart ATC Traction Control	2
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
O	Heavy Wall, Drive Axle(s)	88
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Gusseted Cam Brackets, Drive Axle(s)	2
O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Upsize Parking Brakes	0
O	Stability System Not Selected Or Not Available	0
S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
O	Omit SmartTire Tire Pressure Monitoring System Next Gen TPMS	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Lift Axle Regulator & Gauge LH Driver Seat Lift axle regulator and gauge, left hand driver seat, with switch and gauge in dash.	0
O	Stowed Lifted Axle Higher To Maximize Ground Clearance	0
S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
O	Diff Lock Tandem Axles	60

Price Level: January 1, 2024

Deal: 589 Dump 8LL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



Std/ Opt	Description	Weight
	With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	
O	Heavy Duty Cam Bushings, Drive Axle(s)	0
O	Ratio 4.30 Rear Axle	0
O	Hendrickson Primaax 46,000 lbs, 54in AS Dual Leveling Valves	503
O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

O	X15 500V@1900 GOV@2000 1650@950 Productivity Series (2024 Emissions)	465
	N21350 C121 51....Maximum Accelerator Vehicle	
	N21370 C128 65....Maximum Cruise Control Speed	
	N21460 C132 1400..PTO Maximum Engine Speed	
	N21520 C133 1.....Idle Shutdown Timer	
	N21610 C188 0.....Idle Shutdown Cold Ambient A	
	N21620 C189 60....Idle Shutdown Intermediate A	
	N21630 C190 80....Idle Shutdown Hot Ambient Ai	
	N21550 C206 0.....Idle Shutdown Percent Engine	
	N21340 C209 120...Maximum Vehicle Speed	
	N21510 C225 NO....Idle Shutdown with Parking B	
	N21450 C231 NO....Gear Down Protection	
	N21570 C233 NO....Idle Shutdown Manual Overrid	
	N21440 C234 YES...Engine Protection Shutdown	
	N21480 C238 NO....Cruise Control and Engine Br	
	N21470 C239 NO....Cruise Control Auto-Resume	
	N21430 C333 0.....Driver Initiated OverrideMax	
	N21410 C334 0.....Driver Initiated Override Ma	
	N21590 C382 YES...Idle Shutdown Hot Ambient Au	
	N21500 C395 0.....Green House Gas Automatic En	
	N21530 C396 YES...Idle Shutdown Warning Period	
	N21540 C397 30....Idle Shutdown Warning Period	
	N21320 C399 120...Green House Gas Vehicle Spee	
	N21400 C400 252...Driver Initiated Override Re	
	N21420 C401 10....Green House Gas Vehicle Spee	
	N21330 C402 0.....Green House Gas Vehicle Spee	
S	VMUX Electronics Architecture	0
O	Engine Idle Shutdown Timer Disabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Typical Operating Speed 60 MPH	0
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
O	Cummins TRV For DAVCO Only For Fuel Filter, X15	0
O	Locate Engine Idle Sticker on Bottom of Driver Door Lower Left Hand Position	0
S	Engine Brake Controls Located on RH Column	0
O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
O	EPA Emission Warranty	0
S	EPA Engine Idling Compliance	0
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
S	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
O	PACCAR Premium Starter - X15 Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
S	Low Voltage Disconnect System	0
O	Kissling Battery Disconnect Switch 300AMP Dual Tab Mounted on Battery Box	3
O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
O	37.4 CFM Naturally Aspirated Air Compressor X15 Only	27
O	Intebrake (Furnished on Engine) Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	0



Std/ Opt	Description	Weight
O	DAVCO 382 Fuel/Water Separator The Fuel Pro 382 is a combination of diesel fuel filtration and water separator that is recommended for heavy-duty diesel engines with flow rates up to 180 gallon/hour.	0
O	No Electric Heat Option for Fuel Filter	0
O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.	0
S	(2) 15" Premium SS Air Cleaners Cowl Mounted Slotted Stainless Steel Caps	0
S	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	0
O	Curved Tip Standpipe(s)	1
O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2

Transmission & Equipment

O	Eaton RTO16908LL 10-Speed 1650 Torque. Includes external oil-to-water cooler and internal pump, rear transmission support, direct shift pattern. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward ratios: LL-14.56, L-9.42, 1st-6.24, 2nd-4.63, 7th-1.00, 8th-0.74. Reverse ratios: LL-15.22, L-9.85, H-2.89	323
O	SPL170 HD-XL Driveline, 1 Midship Bearing	75
O	SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	5
O	Bottom Mount PTO Provisions Provides a different hydraulic clutch actuator with its servo air inlet on the right-hand side in place of the standard left-hand side, giving clearance for bottom mount PTOs. This code will not work with the following dual transmission mounted PTOs, because of interference	4

Price Level: January 1, 2024

Deal: 589 Dump 8LL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	issues with the 6-bolt PTO: Chelsea 880 or 885 bottom mounted 8-bolt PTOs with Chelsea 230, 236, 442 or 660 RH mounted 6-bolt PTOs on Eaton FR transmissions or Chelsea 880 or 885 bottom mounted 8-bolt PTOs with Chelsea 230, 236 or 340 right-hand mounted 6-bolt PTOs on Eaton RT transmissions.	
O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), specifying PTO (power-take-off) control switch does not ensure the PTO will fit.	0
O	Manual Shifter, Black	0
O	Self-Adjust Clutch	0
O	Pre-Damped Clutch Pre-damped feature consists of a set of small springs around the hub, which dampen the engine torsional vibrations at idle speeds before they can reach the transmission and cause gear rattle. Option required on configurations specifying an ISX15 Family 1 engine and a manual transmission with torque ratings of 1650 lb-ft torque or higher.	0
Air & Trailer Equipment		
O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	6
O	Pull Cords All Air Tanks	0
S	Nylon Chassis Hose	0
O	Polished Aluminum Air Tanks Outside Frame Rails Exposed air tanks outside the frame rails will be polished aluminum. Air tanks mounted inside the frame rails or covered by other components will be either painted aluminum (4543340) or painted steel (4543320) air tanks depending on air tank option selected.	0
O	Auxiliary Air Tank	15
S	Aluminum Air Tanks Natural under box, painted Back of Cab	0
S	Self-Returning Brake Hand Valve Dash mounted controls	0
O	Hand Valve Plumbed To All Service Brakes Hand valve located on the lower LH dash	11
O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	15
Tires & Wheels		
O	PR: (4) CN 14ply 11R22.5 HSR3	524



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	(1) non-steerable pusher axle.	
O	PR: (4) Alcoa ULA187 22.5X8.25 High Polish Alum (1) non-steerable pusher axle. Ultra One wheel with MagnaForce alloy.	156
O	FF: CN 20ply 425/65R22.5 HAC3 Efficiency Rating: Optimal Wide base, all-position fitment for on/off, mixed service applications. Includes TPMS sensor.	146
O	RR: CN 16ply 11R24.5 Conti HDL3 LTL Include TPMS sensor.	200
S	Code-rear Tire Qty 08	0
O	FF: Alcoa 823628 22.5X12.25 High Polish Aluminum; 2.75 inch inset.	-10
O	RR: Alcoa 98U637 24.5X8.25 High Polish Aluminum, Ultra ONE technology.	-120
S	Code-rear Rim Qty 08	0
O	Wheel Guards, Pusher Axle Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
O	FF: Mirror Polish Wheels, Outer Surface Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts.	0
O	RR: Mirror Polish Wheels, Outer Surface, Tandem Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts.	0
O	PR: Mirror Polish Wheels, Outer Surface All pusher axles. Mirror polish outer surface of outer wheel.	0
O	Wheel Guards, Tandem Axle Between brake drum and wheel. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
O	Wheel Guards, Steer Axle Between brake drum and wheel. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
O	Wheel Guards, Tandem Axle Between Wheels Between wheels. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
O	Wheel Guards, Pusher Axles Between brake drum and wheels.	0
O	Schrader Double Sealing Extensions Schrader on tire valve extensions provide a seal against contaminants while extending the valve mouth for convenient access. Fits standard .305-32" valve cap threads. Maximum operating pressure, 150 psi.	0

Price Level: January 1, 2024

Deal: 589 Dump 8LL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
Fuel Tanks		
O	26" Aluminum 100 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	22
O	Location LH U/C 100 Gallon	0
O	Fuel Cooler Required with single fuel tank	15
O	Polish (1) Non-Slip Fuel Tank Step, U/C Tank Only	0
O	Polish (1) Aluminum Fuel Tank	0
O	Polish All Fuel / Hydraulic Tank Straps Does not apply to rectangular DEF tank straps	0
O	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
O	DEF To Fuel Ratio 2:1 Or Greater	0
O	Polished Stainless Steel Cover For DEF Tank	0
O	DEF Tank Medium, 24 Gal	75
O	RH Tank None Furnished	-86
Battery Box & Bumper		
O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-60
O	Polish Battery/Tool Box(s), Aftertreatment Cab Entry complete	0
S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
O	Aluminum Bumper Deep Taper Stainless Steel Clad Bright mirror finish, two tow pins	-31
Cab & Equipment		
S	Aluminum Cab, 121" BBC Alum Hood SFFA With polished crown and spring tilt assist.	0
O	SmartSound Cab Insulation Package Cab acoustic insulation package for day cabs. Includes insulated inside firewall, top side floor damping, absorber treated kick panels, and insulated backwall and roof structure.	0
O	Peterbilt Keyless Entry	0

Price Level: January 1, 2024

Deal: 589 Dump 3LL

Printed On: 9/25/2023 6:51:07 AM

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Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	The Peterbilt key fob functions to lock or unlock the vehicle. With a single click, the drivers door is locked or unlocked and with a double click all doors are locked or unlocked. The third button, depicted by a picture of a lamp, will start the exterior light self-test sequence, helpful when performing the daily pre-trip inspection.	
S	No Sleeper Selected	0
O	Rubber Fender Lips 2" Wide	6
O	Peterbilt LX Driver Peterbilt LX Air seat, high height backrest, adjustable seat track length, 2 chamber lumbar support, premium suspension with adjustable damping, auto leveling, exit air dump, memory for sitting height, fore-aft isolator with lockout, vinyl bellows over suspension, Requires folding armrests, side and back storage pocket. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard with fabric/vinyl finish - color coordinated with interior color	3
O	Peterbilt LX Passenger seat Peterbilt LX Air seat, high height backrest, adjustable seat track length, 2 chamber lumbar support, premium suspension with adjustable damping, auto leveling, exit air dump, memory for sitting height, fore-aft isolator with lockout and vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard with fabric / vinyl - color coordinated with interior color.	28
O	Drivers Armrest - RH Only	2
O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	2
O	Black Seat Color IPO Standard Color	0
S	Air Ride Driver	0
S	High Back Driver	0
O	Mordura Driver	0
O	Air Ride Passenger	0
S	High Back Passenger	0
O	Mordura Passenger	0
S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0

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Std/ Opt	Description	Weight
S	Adjustable Steering Column - Tilt/Telescope	0
O	Vanity Mirror on Inside Sunvisors For use with ProBilt 1.9, Prestige (1.9 & 2.1) or Premier (2.1) interiors.	0
S	Premier Interior - Alpine Gray	0
O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0
O	3-Piece Glass Rear Cab Window, All Pieces Fixed	12
S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
S	1-Piece Curved Windshield	0
S	Power Door Locks and Power Window Lifts Standard	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
O	Outside Sunvisor - Stainless Steel V-Style Day cab / low roof sleepers.	8
S	Look Down Mirror Over Passenger Door with Black Housing	0
S	Stainless Steel Mirrors 7"X18" Heated & Motorized West Coast Style	0
S	(2) Convex 8 Inch Heated SSTL Mirrors Offset mounted under mirror brackets	0
O	Air Horn Valve, Pull Cord and Plumbing to firewall bulkhead.	-4
O	Satellite Radio Requires USB port and bluetooth for phone and audio.	0
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Midlevel Speaker Package For Cab (4) Speakers	6
O	Bluetooth Phone and Audio Requires USB Port	0
O	USB Port	0
O	Cobra 29 CB Radio Mounted Center Of Header Without weatherband. Mounted in center of header with sound tracker & illuminated panel. Includes wiring, microphone clip, & speaker. Must select antenna(s) option.	10
O	(1) Antenna for Factory Installed Or F/O CB, mounted vertical center BOC/BOS.	1
O	CB Antenna Mounting RH/LH Mirror Not available with Rami	2

Price Level: January 1, 2024

Deal: 589 Dump SLL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.	0
O	Radio Antenna Mounted on RH Mirror Bracket	0
O	Rear Wall Deep Record/Map Pocket	0
O	Removable Bugscreen Behind Grille	2
S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
O	Cab Air Suspension	0
O	Auto Reset Circuit Protection Daycab and Sleeper	0
O	Cigar Lighter and Ash Cup Mounted in dash.	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Fire Extinguisher, Mounted Inboard Driver Seat Hazmat approved UL listed/rated ABC	8
O	Backup Alarm (87-112 DB) Variable adjusting	6
O	Drive Axle #1 Front Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
O	Drive Axle #2 Rear Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
O	Engine Oil Temperature Gauge 52mm round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0

Price Level: January 1, 2024

Deal: 539 Dump 8LL

Printed On: 9/25/2023 6:51:07 AM

Date: September 21, 2023

Quote Number: QUO-1065664-T8L7Z2



<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Guard(s) For Rear Axle Heat Gauge	2
S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0
O	Increased Air Filter Full Indication For air filter restriction gauge	0
O	Suspension Air Pressure 1 (Load) Located in Digital Cluster Display	0
O	Fuel Filter Restriction Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	0
O	Switch To Deactivate ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
O	Engine Hourmeter Gauge Located in Digital Cluster Display	0
O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
O	Ammeter Located in Digital Cluster Display.	0
S	Engine Percent Torque Located in Digital Cluster Display	0
S	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
O	Bright Bezel Gauges	0
O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	0
O	Manifold Pressure Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	2
O	Pusher Axle Pressure 1 52mm Round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	0
S	Headlights Projector Module Pod Integral Turn Signals	0



Std/ Opt	Description	Weight
S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
O	(1) 6 in Spotlight, Round Halogen LH (1) 6" spotlight, round halogen left hand side.	4
O	Marker Switch Wiring FO Auxiliary Light Under Cab/Sleeper (15A MAX)	2
O	Self-Canceling Turn Signal	0
O	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	2
O	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1

Paint

O	Standard Paint Color Selection	0
S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
O	Fuel Price Index Factor \$99 NET	0
O	SmartLINQ RD - 3YR Sub Cummins Engines	0
O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0

Miscellaneous

O	Day Cab / Premier Interior (DR)	0
O	State Registry: Tennessee	0

Promotions



*Std/
Opt*

Description

Weight

Special Requirements

- Special Requirement 1 0098170
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

Order Comments



Total Weight

20,335

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE			
*NOVEMBER 2022 REVISION			
PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920			
*DEALER TO FILL IN ALL GREY CELLS			
Rush Truck Center Nashville		City of Murfreesboro Street Dept	
		20562	
PETERBILT MODEL	589	CHASSIS #	TBD
CAB & CHASSIS LIST PRICE	\$293,813	PETERBILT MODEL	SOURCEWELL DISCOUNT
SOURCEWELL DISCOUNT %	25.00%	220/220EV	5.00%
SOURCEWELL DISCOUNT \$	\$73,453	MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
SOURCEWELL CAB & CHASSIS PRICE	\$220,360	HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$7,692		
BODY PRICE (IF APPLICABLE)	\$36,950		
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$265,002		
Competitive price below Sourcewell 2024 Peterbilt 589 _____ \$259,851			

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
RUSH TRUCK CENTERS OF TENNESSEE, INC.
FOR PURCHASE OF 2024 PETERBILT MODEL 589 DUMP TRUCK**

This Contract is entered into and effective as of the _____ 2023, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **RUSH TRUCK CENTERS OF TENNESSEE, INC.**, a Corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell Contract #060920-PMC with Peterbilt Motor Company, hereinafter, "Sourcewell Contract"*
- *Price Quotation #20562 from Rush Truck Center Nashville for a 2024 PETERBILT MODEL 589 DUMP TRUCK with options as listed, hereinafter, "Price Quote"*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Sourcewell Contract*
- *Fourth, Price Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) 2024 Peterbilt Model 589 Dump Truck with options as listed on the Price Quote**, and as set forth in the Sourcewell Contract ("Truck").
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on August 1, 2024. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote from Rush Truck Center of Nashville for **One (1) 2024 Peterbilt Model 589 Dump Truck with options as listed** on price quote, and as set forth in the Sourcewell Contract for a **Total Purchase Price of Two Hundred Fifty-Nine Thousand, Eight Hundred, Fifty-One Dollars and No Cents (\$259,851.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in this Contract. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. The estimated delivery date of the Truck to the City is April 30, 2024 (“Estimated Delivery Date”). Deliveries and pick-up of all items for the Street Department shall be made to Attn: Tracy Brown – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: tbrown@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before the Estimated Delivery Date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications set forth in the Price Quote (“Specifications”). The City shall have five (5) days (“Inspection Period”) after delivery to the City to inspect the Truck to confirm that it meets the Specifications. If the Truck does not meet the Specifications, the City must notify Contractor of such non-compliance, in writing, within the Inspection Period and the City may require that Contractor take return of the Truck, for full credit and at no expense to the City. If the City fails to notify Contractor that it is rejecting the Truck within the Inspection Period, the City will be deemed to have accepted the Truck.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item purchased shall be subject to the manufacturer’s standard warranty terms as set forth by the manufacturer in the Sourcewell Contract.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees (“Indemnified Parties”) from any claims, penalties, damages, costs and attorney fees (“Expenses”) claimed by a third party against an Indemnified Party to the extent caused by the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or

independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

income or anticipated profits, or down-time, or any punitive damages.

6. **Notices.** Any notice required under this Contract, including assignment of any rights to money due to Contractor, must be mailed first class mail, hand delivered or sent via nationally recognized overnight courier to the following:

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

If to the Contractor:
Andrew Barrett
Rush Truck Center Nashville
900 Expo Drive
Smyrna, TN 37167
barretta@rushenterprises.com

Copy to:
Rush Enterprises, Inc.
555 IH35 South
New Braunfels, TX 78130
Attn: Legal Department

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should

the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

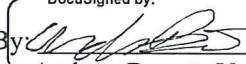
- 22. **Iran Divestment Act of Tennessee.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 23. **Non-Boycott of Israel.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the “Effective Date”).

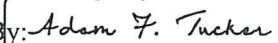
CITY OF MURFREESBORO

RUSH TRUCK CENTERS OF TENNESSEE, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: 
Andrew Barratt, Vocational & New Truck Sales Consultant

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Advanced Metering Infrastructure Purchasing Contract Addendum

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract addendum to purchase Advanced Metering Infrastructure (AMI) equipment.

Staff Recommendation

Approve contract addendum with United Systems & Software, Inc. (USS)

Background Information

USS is a sole source provider of Itron equipment within our region. Itron is the manufacturer that supports the Department's AMI system, which is a wireless cellular-based communications network that collects water meter readings on a continuous basis.

The proposed contract amendment sets unit prices to purchase leak sensors which monitor for service line and watermain leaks. The attached amendment contract also sets unit prices for encoder receiver transmitters (ERT) and antennas. ERTs communicate the meter readings via cellular networking cards.

MWRD budgets \$135,000 allowance for the purchase the above equipment. The Department maintains a lean inventory to meet demands. Purchases are, therefore, made in batches as needed throughout the year to replace failed components or add components for new water meter installations. Each purchase amount is determined by the unit price established in the attached contract times the number of components needed.

Council Priorities Served

Responsible budgeting

Purchasing equipment as needed reduces inventory carrying costs. Additionally, continuous monitoring of water consumption allows customers to be notified of leak detection, saving customers money and reducing system rates through conservation of hundreds of thousands of gallons of drinking water.

Fiscal Impact

The expense, estimated to be less than \$135,000 per year, is funded in MWRD's FY24 operating expense budget.

Attachments

United Systems & Software, Inc. Contract Addendum

DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are Net 10, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to United Systems & Software, Inc.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Marshall County, Kentucky, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Purchase Authorization—Buyer further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement. This Agreement shall be effective as of _____.

Buyer Name & Title: _____

Purchase Order Number: _____

**ADDENDUM TO UNITED SYSTEMS & SOFTWARE, INC. TERMS & CONDITIONS
FOR QUOTATION SEPTEMBER 22, 2023
FOR THE CITY OF MURFREESBORO**

This Addendum (herein "Addendum") amends the United Systems & Software, Inc. Terms and Conditions of Sale ("Terms") for Quotation September 22, 2023 ("Quotation") for the City of Murfreesboro on behalf of Murfreesboro Water and Sewer, as well as all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreements (all of which are herein "Agreement") between United Systems & Software, Inc. ("Seller" or "USS") and the City of Murfreesboro, Tennessee ("Buyer"). In consideration of using USS's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Terms or the Agreement (including, without limitation, Section 1 of the Terms), the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreement regardless of what order the Agreement and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
2. **Term; Firm Pricing.** Notwithstanding any other provision in the Terms or the Agreement (including, without limitation, Section 3 of the Terms), the term of the Agreement shall begin on the effective date of the Agreement and shall terminate one (1) year from the date thereof. During this term, USS's pricing shall be firm with respect to the items listed on the Quotation. Pricing for all other items shall be in accordance with the Terms.
3. **Termination for Convenience.** The Agreement may be terminated by Buyer upon thirty (30) days written notice to USS. Such termination will not be deemed a breach of contract by either party. Should Buyer exercise this provision, Buyer will compensate USS for all satisfactory and authorized services completed as of the termination date, and USS will refund to Buyer any funds paid by Buyer in excess of such amount. Upon such termination, USS will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
4. **Payment Terms.** Notwithstanding any other provision in the Terms or the Agreement (including, without limitation, Section 9 of the Terms), payment terms are Net 30, payable in U.S. Dollars.
5. **Indemnity and Limitation of Liability.**
 - a. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by Buyer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement (including, without limitation, Section 6 of the Terms) requiring Buyer to indemnify or hold harmless USS or any other person or entity and any limitation of liability in favor of USS is enforceable only to the extent permitted by Tennessee law provided Buyer's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by Buyer of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
 - b. Notwithstanding any other provision in the Agreement to the contrary (including, without limitation, Section 5 of the Terms and Conditions of Sale), USS's liability in connection with the Agreement, other than USS's liability for indemnification, under the Agreement shall be the greater of: (i) the total amount of available proceeds recoverable from USS's insurance for any covered event or occurrence; (ii) One Hundred Thousand Dollars (\$100,000.00); or (iii) two-times

(2x) the value of the Agreement.

6. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Public Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Buyer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to USS or provide USS with notice or the time to obtain a protective order. Buyer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 5 serves to meet such burden and authorization of disclosure.
7. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Buyer rejects and disclaims any provision of the Agreement (including, without limitation, the limitation provision in Section 5 of the Terms and Conditions of Sale) that limit the rights of Buyer beyond those rights, obligations, and limitations provided in Tennessee state law.
8. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Buyer is a sovereign entity subject only to those courts with jurisdiction over Buyer. Notwithstanding any other provision in the Agreement to the contrary (including, without limitation, Section 12 of the Terms), if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Murfreesboro, Rutherford County, Tennessee or the Federal court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on Buyer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Buyer does not agree to any other service of process procedure.
9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by Buyer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between Buyer and USS each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
10. **Non-appropriation.** USS acknowledges that Buyer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Buyer fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Buyer, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon Buyer to reimburse USS for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to USS following the date of termination under this section 10.
11. **No Taxes.** As a tax-exempt entity, Buyer shall not be responsible for sales or use taxes incurred for products or services. Buyer shall supply USS with its Sales and Use Tax Exemption Certificate upon USS's request.
12. **Binding Effect.** This agreement is the entire agreement between Buyer, (including Buyer's employees and other end users) and USS. No employee of Buyer or any other person, without authorization of the Murfreesboro City Council can bind Buyer to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with Buyer's employees or other end users, to the contrary are null, void and without

effect as it applies to Buyer.

- 13. **No Liability of City Officials and Employees.** No member, official, or employee of Buyer shall be personally liable to USS or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by Buyer, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.
- 14. **Parties to Receive Notice:** Any notices contemplated by the agreement to Buyer shall also be sent via certified United States mail addressed to:

City of Murfreesboro
Legal Department
111 West Vine Street
Murfreesboro, TN 37130
- 15. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates and charges.
- 16. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 17. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 18. **Counterparts.** This Addendum may be executed in one or more counterparts by Buyer and USS. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 19. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

United Systems & Software, Inc.

City of Murfreesboro, Tennessee

DocuSigned by:

Will Taylor

2635CB538C87464
Signature

Date: 10/16/2023

Will Taylor

Printed Name

Region Manager

Title

Shane McFarland, Mayor

Date:

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



Authorized Direct Distributor

December 2, 2022

Murfreesboro Water Resources Department

VENDOR RELATIONSHIP

Founded in 1977, United Systems has worked in the utility industry from the outset and this experience provides an invaluable perspective on your needs. This understanding, coupled with the skills of our multi-disciplined technical staff, enable us to provide AMR & AMI solutions and services that address your operation's distinct requirements. Since 1999, United Systems has offered EMR, AMR & AMI solutions. Currently, we serve more than 500 clients across a nineteen-state region.

As an Itron Distributor, United Systems provides local support and consultation for Itron AMI / AMR systems. At any time during the life of the system, United Systems will service your system, with supplemental support from Itron's service group.

Once the system is on-line, Itron typically handles the day-to-day support responsibility for the Itron software and hardware, with all calls being routed to Itron Customer Care Specialists in the Global Services Center. From the Center, Itron can deliver support across all meter reading products and systems from a single location, resulting in speedier and more efficient resolution to a wide range of customer needs. The Center maintains hours of 8:00 EST to 5:00 PST (or 8:00 EST), with Customer Care Specialists on-call 24-hours per day for emergencies.

Unlike many suppliers, United Systems' in-house experts brings some unique advantages to system delivery and installation. Most suppliers are distribution houses that represent a myriad of products with AMR & AMI systems being one of many product lines. Conversely, United Systems is completely vested in technology and specializes in the delivery & on-going support of AMR & AMI solutions. Our project management skills include CIS/Billing software interface services, software & hardware installation, user training, field training, testing & troubleshooting, meter & radio endpoint installation and life-cycle system support.

United Systems' is fully certified by Itron in the delivery of technical services and project management for the Itron ChoiceConnect AMI hardware solutions. Our team of experts is one of very few AMR/AMI organizations in the nation to reach this distinction with four (4) in-house technicians available to deliver expertise & assistance throughout the AMI system implementation.

United Systems is also the sole direct distributor of Itron water products in the State of Tennessee.

We look forward to serving your needs during this project!

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Boyd".

Brian R. Boyd
Vice President
United Systems & Software, Inc.

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Task Order for Water Resource Recovery Facility Standby Power Project

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider a task order to make standby power improvements at the Water Resource Recovery Facility's (WRRF) control building.

Staff Recommendation

Approve Task Order 23-05 for the standby power improvements of the WRRF's control building by John Bouchard & Sons Co.

Background Information

A Standby Power Generation Distribution study was conducted by Smith Seckman Reid, Inc. (SSR) at the WRRF. The purpose of this assessment was to evaluate the auxiliary power system, identify areas at risk, and recommend infrastructure upgrades. Using both the study findings and information gathered during the facility site visit, SSR developed recommendations for five distinct areas of the plant that need replacement equipment or improvements to mitigate the risk of an electrical outage due to loss of the main utility power. These five areas were then prioritized and placed in the Department's 5-Year CIP. The Control Building project is the first of these five.

Council Priorities Served

Responsible budgeting

The Department maintains a five-year capital improvement plan that emphasizes maximizing value, minimizing financial volatility, and accurate forecasting.

Fiscal Impact

The expense, \$1,227,111, will be funded from the Department's Working Capital Reserves.

Attachments

John Bouchard and Sons Task Order 23-05



TASK ORDER NO. 23-05

October 16, 2023

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Resources Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

February 3, 2022 thru February 3, 2024

FOR

MWRRF Generator Installation, Switchboard and MCC Replacements

Construction Set - September 2023 - SSR Project 22410260

Task Order No. 23-05

MWRRF Generator Installation, Switchboard and MCC Replacements

BACKGROUND

JBS has been asked to provide a labor and materials estimate to install a new 600kW CAT generator in enclosure and mounted on a 24hr sub-base fuel tank on a new concrete pad. We propose to replace the existing MSBO with a new SqD draw out switchgear per 100% plans and specs. We include running a controls circuit to the new generator for automatic switching. We include a circuit to the generator for house power. We include running a communications conduit to the new generator remote annunciator located adjacent to the server room as discussed. We include demo and replacement of Control Building MCC OA with new 75kVA 480x208y120v transformer OA-1, and 120/208v panel OA-L-1. We include re-feeding those loads listed on the panel schedules in the Construction Set dated September 2023. We include demo and replacement of Building #5 MCC-8A and MCC-8B with new 480v panel HI, 45kVA 480x208y120v transformer LI, and 120/208v panel LI per plans and specs. We include re-feeding those loads listed on the panel schedules on sheet E8.1 in the Construction Set dated September 2023. We include replacing the 4 lighting fixtures in ELEC-01 and 4 lighting fixtures in room ELEC-02 and 2 exterior fixtures as shown on sheet EP3.3. We include a rental generator for keeping the critical plant loads powered as discussed in our site visit. We exclude diesel fuel for the rental generator and for the permanent generator as discussed. We include startup and load bank on the new generator as well as owner training. We include a 2-Ton Trane Split HVAC unit and ductwork for ELEC-01. We include electrical permitting and inspections per the online Murfreesboro codes fee schedule. Generator with platform is per attached quotation based upon the salesman's interpretation of the plans and specs.

SCOPE OF WORK

Labor and materials by JBS as described above.

COST ESTIMATE

Murfreesboro Service Contract Rate Sheet - 2022 - estimate 10/12/2023			
September 2023 Construction Set Estimate - MWRRF Generator, Electrical Gear, Trane Split System			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	136	\$85.00	\$11,560.00
Superintendent (RT)	94	\$80.00	\$7,520.00
Superintendent (OT)	14	\$115.00	\$1,610.00
Pipefitter/Welder (RT)	60	\$68.00	\$4,080.00
Electrician (RT)	1227	\$66.00	\$80,982.00
Electrician (OT)	82	\$99.00	\$8,118.00
Apprentice/Helper (RT)	1282	\$50.00	\$64,100.00
Apprentice/Helper (OT)	82	\$75.00	\$6,150.00
Equipment	Qty (hrs)	Rate/Hr	Extended
Variable Reach Forklift	60	\$28.00	\$1,680.00
Pickup Truck	1613	\$17.00	\$27,421.00
Cat 420D Backhoe	55	\$35.00	\$1,925.00
Materials & Subcontractors			
Locating Services		GPRS	\$1,775.00
Crane and Moving		Sentry Steel	\$23,750.00
100% dwgs - Electrical Materials		McCormick Est.	\$88,839.00
600kW Diesel Generator		CAT	\$141,990.00
Electrical Gear		SqD	\$553,250.00
Concrete for generator pad, platform, sidewalk		RCC	\$23,000.00
600kw Rental Generator & Cables (excludes fuel)		TBD	\$18,474.00
Trane 2 Ton Unit		Trane	\$4,281.00
HVAC Materials - Linesets, Cond Drain, Hangers, etc.		Ferguson	\$1,500.00
Electrical and HVAC Core Drilling		Taylor's	\$1,500.00
Field Installation of Kits - Low Ambient, Heater, etc.		Henkel Mech	\$1,840.00
Ductwork & T&B		NSM	\$6,000.00
HVAC Insulation		Chaparral	\$2,600.00
Electrical Permitting			\$450.00
blankoff door vents		TBD	\$495.00
*bollards at generator (4) @ 850.00 ea			\$3,400.00
generator platform		CAT	\$41,872.00
57/67 Stone			\$650.00
hydrovac at xfmr		Badger	\$2,600.00
additional lighting			\$1,702.00
Markup on Material & Subcontractors		10.00%	\$91,996.80
TOTAL QUOTE			\$1,227,110.80

John Bouchard Task Orders – Mech/Elec Services Contract

Base Price Estimate with CAT Generator is:

\$1,227,110.80 (One Million Two Hundred Twenty-Seven Thousand One Hundred Eleven Dollars)

Contractor:
John Bouchard and Sons Company

City:
City of Murfreesboro

By: David G Proctor IV
Name: David Proctor
Title: Project Manager
Date: 10/16/23

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

Approved as to Form:

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

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company
Mailing address 1024 Harrison St.
Nashville, TN 37203
Phone number 615-256-0112
Fax number 615-256-2427
Company Contact David Proctor
E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.
Mailing address 300 NW Broad St.
Murfreesboro, TN 37130
Phone number 615-890-0862
Fax number 615-896-4259
Company Contact Darren Gore
E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: O&M Vehicle Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase 2024 Chevrolet Silverado 3500 HD with crane.

Staff Recommendation

Approve the purchase of this vehicle from Wilson County Motors utilizing State of Tennessee Contract pricing.

Background Information

O&M is requesting approval to replace a 2015 Ford F-350. The replacement was approved by Fleet Services due to cost of maintenance and age.

MWRD's FY24 rate funded capital budgeted \$90,000 for the vehicle; therefore, \$12,271 will be required from the Department's working capital reserves.

Council Priorities Served

Responsible budgeting

Review of local vendors and statewide contracts have afforded the Department the best price for the replacement vehicle.

Fiscal Impact

The expense, \$102,271, will be funded through a combination of MWRD's FY24 rate funded capital budget and working capital reserves.

Attachments

Wilson County Motors Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF 2024 CHEVROLET SILVERADO 3500 4WD DOUBLE CAB
WORK TRUCK WITH CRANE**

This Contract is entered into and effective as of _____ (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 209/80068 with Wilson County Motors, LLC*
- *Price Quotation dated September 26, 2023, from Wilson County Motors, LLC. for One (1) 2024 Chevrolet Silverado 3500 Double Cab 162" Work Truck (CK30953) with Crane and options as listed, hereinafter referred to as "Contractor's Quote"*
- *Any properly executed amendments to this Contract.*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract 209/80068 with Wilson County Motors, LLC*
- *Finally, the Contractor's Quote dated September 26, 2023*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase One (1) 2024 Chevrolet Silverado 3500 Double Cab 162" Work Truck (CK30953) with Crane and options as listed as set forth in the Contractor's Quote dated September 26, 2023.
2. **Term.** The term of this Contract shall from the Effective Date first listed above until the expiration of the State Contract on December 31, 2024. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) 2024 Chevrolet Silverado 3500 Double Cab 162" Work Truck (CK30953) with Crane and options as listed reflecting a **Total Price of One Hundred Two Thousand, Two Hundred Seventy-One Dollars and Four Cents (\$102,271.04)**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Water Resources Department shall be made within 180 days of issuance of Purchase Order to Attn: Matt Powers – Water Resources Department – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Matt Powers (tel. 615-848-3200 ext. 3200; email: mpowers@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.

5. **Indemnification.**

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

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: City of Murfreesboro Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139	If to the Contractor: Wilson County Motors, LLC Danielle Rodriguez 903 S. Hartman Dr. Lebanon, TN 37090 Phone: (615) 444-9642 danielle@wilsoncountyauto.com
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7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor.

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

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of

this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 17. **Integration.** This Contract and the Contractor’s Quote identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 19. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract may only be filed in the courts of Rutherford County, Tennessee.
- 20. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this Contract as of the “Effective Date” first listed above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Wilson County Motors, LLC

By: Danielle Rodriguez
CD3AC1A3EC2E4A6...
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

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



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Murfreesboro Water Resources

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck





Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com


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Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) 

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$46,074.80	\$50,300.00
Total Options	\$54,201.24	\$58,888.00
Vehicle Subtotal	\$100,276.04	\$109,188.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$102,271.04	\$111,183.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	5600 lbs
Rear Gross Axle Weight Rating:	7250 lbs
Gross Vehicle Weight Rating:	12150.00 lbs

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

Selected Model and Options

MODEL			
CODE	MODEL	VQ2	MSRP
CK30953	2024 Chevrolet Silverado 3500HD 4WD Double Cab 162" Work Truck	\$46,074.80	\$50,300.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

BODY CODE			
CODE	DESCRIPTION	VQ2	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	(\$1,016.40)	(\$1,155.00)

REAR WHEEL CONFIGURATION			
CODE	DESCRIPTION	VQ2	MSRP
SRW	Single Rear Wheels (STD)	\$0.00	\$0.00

EMISSIONS			
CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE			
CODE	DESCRIPTION	VQ2	MSRP
L5P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (470 hp [350.5 kW] @ 2800 rpm, 975 lb-ft of torque [1322 Nm] @ 1600 rpm) (Requires (JL1) trailer brake controller. Regular Cab model requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$8,351.20	\$9,490.00

TRANSMISSION			
CODE	DESCRIPTION	VQ2	MSRP
MGM	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-Off.)	Inc.	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

GVWR				
CODE	DESCRIPTION	VQ2	MSRP	
JGS	GVWR, 12,150 lbs. (5511 kg) with single rear wheels (Included and only available with CK30953 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)	\$0.00	\$0.00	

AXLE				
CODE	DESCRIPTION	VQ2	MSRP	
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.	

PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	VQ2	MSRP	
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00	

WHEELS				
CODE	DESCRIPTION	VQ2	MSRP	
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)	\$0.00	\$0.00	

TIRES				
CODE	DESCRIPTION	VQ2	MSRP	
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	\$0.00	\$0.00	

SPARE TIRE				
CODE	DESCRIPTION	VQ2	MSRP	
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)	\$334.40	\$380.00	

PAINT				
CODE	DESCRIPTION	VQ2	MSRP	
GAZ	Summit White	\$0.00	\$0.00	

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Wilson County Motors

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
ZLQ	WT Fleet Convenience Package includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package. (DBG) outside power-adjustable vertical trailering with heated upper glass can be upgraded to (DWI) trailer mirrors or (DLN) outside heated power-adjustable, manual folding mirrors.)	\$184.80	\$210.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.	Inc.
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (Z6A) Gooseneck / 5th Wheel Prep Package.)	\$242.00	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	\$132.00	\$150.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.	Inc.
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$132.00	\$150.00
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.	Inc.

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Wilson County Motors

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) (✓)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	\$64.24	\$73.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	state price adjustment	(\$548.00)	\$0.00
After Mkt	crane	\$49,315.00	\$49,315.00
Fed Tire	Federal Tire Fee	\$10.00	\$0.00
Gov Asst	Government Assistance	(\$3,000.00)	\$0.00
Options Total		\$54,201.24	\$58,888.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 11,600 lbs. (5262 kg) with single rear wheels (STD) (Included and only available with CK30953 model with (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package

Steering, Recirculating ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) ✔

Exterior

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)

Single Rear Wheels (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

CornerStep, rear bumper

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

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Data Version: 20544. Data Updated: Sep 25, 2023 6:38:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete)

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless Phone Projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass, located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops front row only (Included and only available on Crew Cab and Double Cab models.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)

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Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete)

Safety-Interior

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles


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Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (Complete) 



Note: Photo may not represent exact vehicle or selected equipment.

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COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Task Order Amendment for Oakleigh PS Replacement

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approving the additional expense to a sanitary sewage pump station replacement serving Oakleigh Subdivision.

Staff Recommendation

Approve John Bouchard and Sons (JBS) task order amendment for the Oakleigh pumping station replacement.

Background Information

The replacement of the Oakleigh pump station (PS) replacement was approved in April and June 2021. The PS was originally built in 1997. The condition of the pump station necessitated that a complete pump replacement, new pump housing and new control panel replacement was required.

The replacement of this station had several unanticipated challenges as mentioned in the attached JBS explanation of increased expenses. JBS has been a great partner to the Department in the maintenance of our plants and system as a whole and the majority of time they come in under the approved budgeted amount. In this case there was an overrun on the originally approved task order amount; however, upon staff review and explanation of the work, the additional expense is justified.

Council Priorities Served

Responsible budgeting

Utilizing a standing heavy mechanical and electrical service contract has afforded the Department significant savings on small to mid-size projects that are difficult to attract responsive and responsible bidders.

Fiscal Impact

This PS replacement was funded from Working Capital Reserves through an annual, \$250,000 Sinking Fund for Lift Station replacements. The original Task Order amount was \$296,042 and the final amount is \$350,527.

Attachments

Task Order Amendment



TASK ORDER NO. 21-03 (REVISED FOR OVERAGES)

October 30, 2023

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water and Sewer Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2021 thru June 6, 2022

FOR

Oakleigh Pump Station

Task Order No. 21-03

Oakleigh Pump Station – Revised for Upgraded Station

BACKGROUND

JBS has been asked to provide a final reconciled task order for the replacement of the Oakleigh Pump Station pumps, building foundation, and the enclosure/building itself. We made several site visits and based our scope on the available plan sheets and site visit observations. The pump and enclosure were originally selected by Southern Sales and the cutsheet was provided previously for reference. JBS was to install a 4" bypass connection with insertion valve downstream of the pump station, install a bypass pump in the wetwell, demolish the existing building and pump, demolish the existing foundation, install a precast concrete slab, set the new pump station, and connect to electrical/mechanical, test run, install the new enclosure, remove the bypass pump, and perform factory startup of the new station.

The first revision maintained the same scope as the previous, but was revised to include an upgraded pump station that has a brick façade and is more pre-assembled than the previous model.

During the work, JBS encountered certain field conditions and unforeseen costs that resulted in some scope changes. These changes are outlined in the Task Order 21-03 Cost Overage Explanation letter, which is provided for reference. The changes resulted in an overage of \$54,484.77, which is reflected in the revised fiscal impact, below.

SCOPE OF WORK

Labor and materials by JBS to replace the existing pump station as described above.

FISCAL IMPACT

Murfreesboro Oakleigh Station			
Task Order #21-03 - Revised for Final Reconciliation			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	80	\$75.00	\$6,000.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	16	\$67.00	\$1,072.00
Superintendent (OT)		\$100.50	\$0.00
Electrician (RT)	370	\$52.00	\$19,240.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	40	\$37.00	\$1,480.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)	400	\$60.00	\$24,000.00
Machine Shop Millwright (OT)		\$90.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	570	\$15.00	\$8,550.00
Scissor Lift		\$19.00	\$0.00
Skid Steer		\$25.00	\$0.00
15 ton Boom Truck*	16	\$115.00	\$1,840.00

Materials & Subcontractors		
G-R Pump Skid with Enclosure	S. Sales	\$184,100.00
Hot Tap & Valves for Bypass		\$11,500.00
Concrete Work		\$10,000.00
Pipe Fittings & Misc		\$5,000.00
Electrical Materials		\$1,500.00
Excavation & Backfill		\$9,500.00
Dumpster		\$850.00
Line Location/GPR		\$750.00
Bypass Pump		\$6,000.00
Crane		\$3,500.00
Landscaping/Sod/Etc		\$968.67
Add Manhole/Excavation/Backfill/Lid		\$2,958.00
Move Electrical Service		\$1,365.41

Bypass Pump		\$741.84
Rental Equipment Overage		\$15,500.00
Additional Dumpster & Porta Potty Costs		\$1,934.44
Add Aluminum Hatch for Wetwell		\$1,892.25
Upgrade to SS Suction Lines instead of Ductile		\$4,071.00
Markup on Material & Subcontractors	10.00%	\$26,213.16

TOTAL COST **\$350,526.77**

Contractor:

John Bouchard and Sons Company

By: David G Proctor IV
 Name: David Proctor
 Title: Project Manager
 Date: 10/30/23

City:

City of Murfreesboro

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

Approved as to Form:

DocuSigned by:
Adam Tucker
43A2035E53F9401...
 Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company
 Mailing address 1024 Harrison St.
Nashville, TN 37203
 Phone number 615-256-0112
 Fax number 615-256-2427
 Company Contact David Proctor
 E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.
 Mailing address 300 NW Broad St.
Murfreesboro, TN 37130
 Phone number 615-890-0862
 Fax number 615-896-4259
 Company Contact Darren Gore
 E-mail dgore@murfreessorotn.gov

COUNCIL COMMUNICATION

Meeting Date: 11/02/2023

Item Title: Committee on Contributions of the Community Investment Trust

Department: Mayor's Office

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment to the Committee on Contributions.

Background Information

The Committee recommends to the Board of Trustees contributions to be made to charitable organizations that benefit the community. The Board will forward its decision to Council who retains veto authority on the final distribution.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

November 2, 2023

Members of City Council

RE: Recommended Appointments – Committee on Contributions of the Murfreesboro Community Investment Trust

As an item for the City Council Agenda, I am recommending the following reappointments to the Committee on Contributions.

Reappointments

Carl Montgomery (term 12/8/23 to 12/6/26)

Collier Andress Smith (term 12/8/23 to 12/6/26)

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: 11/02/2023

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
Tequila Mexican Restaurant Corporation	Tequila Mexican Restaurant	1432 Memorial Blvd	On-Premises	Restaurant	Ownership Change
GOGIKBBQ, LLC	Arisu Korean BBQ and Tofu	1855 Medical Center Pkwy Suite A	On-Premises	Restaurant	New Location

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	Tequila Mexican Restaurant Corporation
Name of Business	Tequila Mexican Restaurant
Business Location	1432 Memorial Blvd
Type of Business	Restaurant
Type of Permit Applied For	On-Premises Retail Permit

Type of Application:

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

Manager

Name	Adriana Nieto
Age	53
Residency City/State	Antioch, TN
Race/Sex	Hispanic/F
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	GOGIKBBQ, LLC
Name of Business	Arisu Korean BBQ and Tofu
Business Location	1855 Medical Center Pkwy Suite A
Type of Business	Restaurant
Type of Permit Applied For	On-Premises Retail Permit

Type of Application:

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

5% or more Ownership

Name	Carey Hook
Age	52
Residency City/State	Nolensville, TN
Race/Sex	White/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	Kyung Park
Age	47
Residency City/State	Nolensville, TN
Race/Sex	Asian/F
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.

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

No Attachments.

