

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
March 21, 2024

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: National Athletic Training Month Proclamation

STARS Award: Kimberly Fann

Public Comment on Actionable Agenda Items

Consent Agenda

1. GNRC Grant Contract Amendment with St. Clair Senior Center (Parks)
2. Mandatory Referral for Abandonment of Due North Drive Right-of-Way (Planning)
3. Mandatory Referral for Dedication of an Electric Easement along Blanton Drive (Planning)
4. Donation of Used Equipment to Various Law Enforcement Agencies (Police)

Old Business

Land Use Matters

Ordinance

5. Ordinance 22-OZ-48 Rezoning Property along Memorial Blvd. and Haynes Haven Lane (Planning)
 - a. First Reading: Ordinance 22-OZ-48
6. Ordinance 24-O-06 Amending the Zoning Ordinance – EV Parking Spaces (2nd and final reading) (Planning)
7. Ordinance 24-OZ-04 Zoning for Property Along Veterans Parkway (2nd and Final Reading) (Planning)
8. Ordinance 24-OZ-03 Zoning for Property Along Blackman Road (2nd and Final Reading) (Planning)
9. Ordinance 24-OZ-05 Rezoning Property Along Southgate Boulevard (2nd and final reading) (Planning)

New Business

Resolution

10. Resolution 24-R-05 Subrecipient Agreement with City Schools (Administration)
11. Resolution 24-R-07 Schools FY24 Budget Amendment #7 (Schools)
12. Resolution 24-R-08 Approving TDOT Permit Application (Police)

On Motion

13. FAA ADS-B Tower Land Lease Amendment (Airport)
14. Hangar Site Construction Administration Services Work Authorization (Airport)
15. Child Advocacy Center MOU (Police)
16. Purchase and Installation of IT Server Room Cooling System (Police)
17. Purchase of Mobile Data Terminals (Police)

Board & Commission Appointments

18. Solid Waste Planning Board (Administration)

Licensing

19. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: GNRC Grant Contract Amendment with St. Clair Senior Center

Department: Parks and Recreation

Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Grant Contract Amendment with Greater Nashville Regional Council (GNRC).

Staff Recommendation

Approve Amendment to GNRC Contract of July 2023.

Background Information

The current GNRC Contract with the St. Clair Senior Center was approved by Council on July 20, 2023, and allows for state and federal funding through the Older Americans Act Funds for Title III-B Support Services, Title III-D Evidence Based Services and State Funding for Multipurpose Senior Centers in order to provide services to seniors that promote lifelong learning, health and well-being, socialization, and volunteer opportunities.

Section D.2. of said Contract allows for written amendments to the Contract. GNRC is requesting that the Contract be amended by deleting the original Attachment A (of Grant Budget) and replacing it with the revised Attachment A, which will allow for the maximum liability to be increased if requested and to update the participant match of the Contract.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

None.

Attachment

GNRC Grant Contract Amendment with St. Clair Senior Center



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # StClairSC-G	Edison ID	Contract # 2426-30	Amendment # 24-1	
Grantee Legal Entity Name City of Murfreesboro - St. Clair Street Senior Center				
Grantee Entity Type Government				
Amendment Purpose & Effect(s) Update budget				
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2024		
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	\$51,708.00			\$51,708.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL:	\$51,708.00	\$ 0.00	\$ 0.00	\$51,708.00

**AMENDMENT 24-1 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF MURFREESBORO - ST. CLAIR STREET SENIOR CENTER
TO CONTRACT 2426-30**

This Amendment is by and between the Greater Nashville Regional Council, a Tennessee governmental entity (“Agency” or “GNRC”), and City of Murfreesboro - St. Clair Street Senior Center (“Grantee”). Reference is made to Contract 2426-30 with an Effective Date of July 1, 2023 for the provision of senior center services and evidence-based programming (“Contract”). In order to more fully accomplish the objectives of the Contract, the parties enter into this Amendment.

Grantee Entity Type: Government
Grantee FEIN: 62-6000374

Section D.2 of the July 1, 2023 contract allows written amendments to the Contract.

The Contract is amended as follows:

1. Attachment A (Grant Budget) is amended by deleting the original Attachment A and substituting the revised Attachment A, attached and incorporated herein.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2023 (“Effective Date”). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

AGREED:

CITY OF MURFREESBORO - ST. CLAIR STREET SENIOR CENTER:

SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

DocuSigned by:
APPROVED AS TO FORM
Adam Tucker
43A203EE51E0401
Adam P. Tucker, City Attorney

ATTACHMENT A**GRANT BUDGET LINE-ITEM DETAIL:**
Senior Center Services

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services	\$39,644.00
TOTAL	\$39,644.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$29,897.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$9,747.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$39,644.00

ATTACHMENT A**GRANT BUDGET LINE-ITEM DETAIL:**
Evidence Based Programming

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$8,500.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
	TOTAL	\$8,500.00

ATTACHMENT A

GRANT BUDGET				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$3,564.00	\$3,564.00	\$7,128.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$3,564.00	\$3,564.00	\$7,128.00

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

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

ATTACHMENT A**GRANT BUDGET LINE-ITEM DETAIL:**
Senior Center Services - ARP

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services - ARP	\$3,564.00
TOTAL	\$3,564.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
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Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$3,564.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$3,564.00

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Mandatory Referral for Abandonment of Due North Drive Right-of-Way

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of entire right-of-way (ROW) of Due North Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 6, 2024.

Background Information

In this mandatory referral [2024-703], Council is being asked to consider abandoning the entire ROW of Due North Drive, which is located north of Sulphur Springs Road. The ROW in question was platted with the Sulphur Springs Meadows residential subdivision plat in 1974. It was stubbed to then-undeveloped property to the north. That property to the north was subsequently developed with the Breckenridge Subdivision, which did not make provisions for the extension of Due North Drive. The primary purpose of this ROW today is to provide access to the two adjacent residential lots to the east and west.

Staff studied the abandonment of the right-of-way in consultation with other departments and utilities and determined that the right-of-way is no longer needed. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1) The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. Such instrument(s) shall be subject to the final approval of the City Legal Department.
- 2) The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
- 3) The 50' wide abandoned right-of-way shall be combined with contiguous property via a duly approved and recorded subdivision plat.
- 4) A 50' drainage/utility/access easement shall be retained over the former ROW.

Council Priorities Served

Establish Strong City Brand

The abandonment of this ROW is consistent with the City's goals to be customer service-oriented, abandoning an existing surplus ROW, so that the adjacent property owners can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from 03/06/2024 Planning Commission meeting
2. Letter and exhibits from applicant
3. Summary memo of responses from departments and utilities

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 6, 2024
PROJECT PLANNER: HOLLY SMYTH**

5.a. Mandatory Referral [2024-703] to consider the abandonment of the entire right-of-way of Due North Drive north of Sulphur Springs Road, James Pinson applicant.

In this mandatory referral, the Planning Commission is being asked to consider abandoning the entire right-of-way (ROW) of Due North Drive, , which is approximately 280 feet in length and approximately 15,167 square feet in area. The ROW is located north of Sulphur Springs Road and was never constructed for its entire length nor does it meet current City standards as it does not include sidewalk/curb/gutter. Additionally, it does not have the opportunity to provide vehicular circulation to the adjacent developed neighborhood to the north (Breckenridge), which did not make the connection to this ROW stub. Lastly it does convey stormwater.

The Due North Drive ROW is currently being used for access to private driveways and parking areas at the two (2) adjacent homes located at 2892 and 2882 Sulphur Springs Road. Additionally, drainage facilities are located along the sides of the right-of-way and include pipes under the circular driveways. The primary reason the abandonment is being sought is to cure an illegally constructed garage structure's non-conforming 'front' setback on a corner lot. Should the ROW be abandoned, the garage structure would instead be adjacent to a 'side yard' setback of at least 12.5' required by the RS-15 zone district once a resubdivision plat is recorded. Staff recommended that the applicant pursue the abandonment of the Due North Drive ROW, as it appears to be serving very little public purpose as a City ROW.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed ROW abandonment. Their responses are included in the attached memorandum from Planning staff. The report attachments include the map depicting the location of the ROW in question.

Based on the responses received, staff recommends the following conditions of approval be applicable to the ROW abandonment:

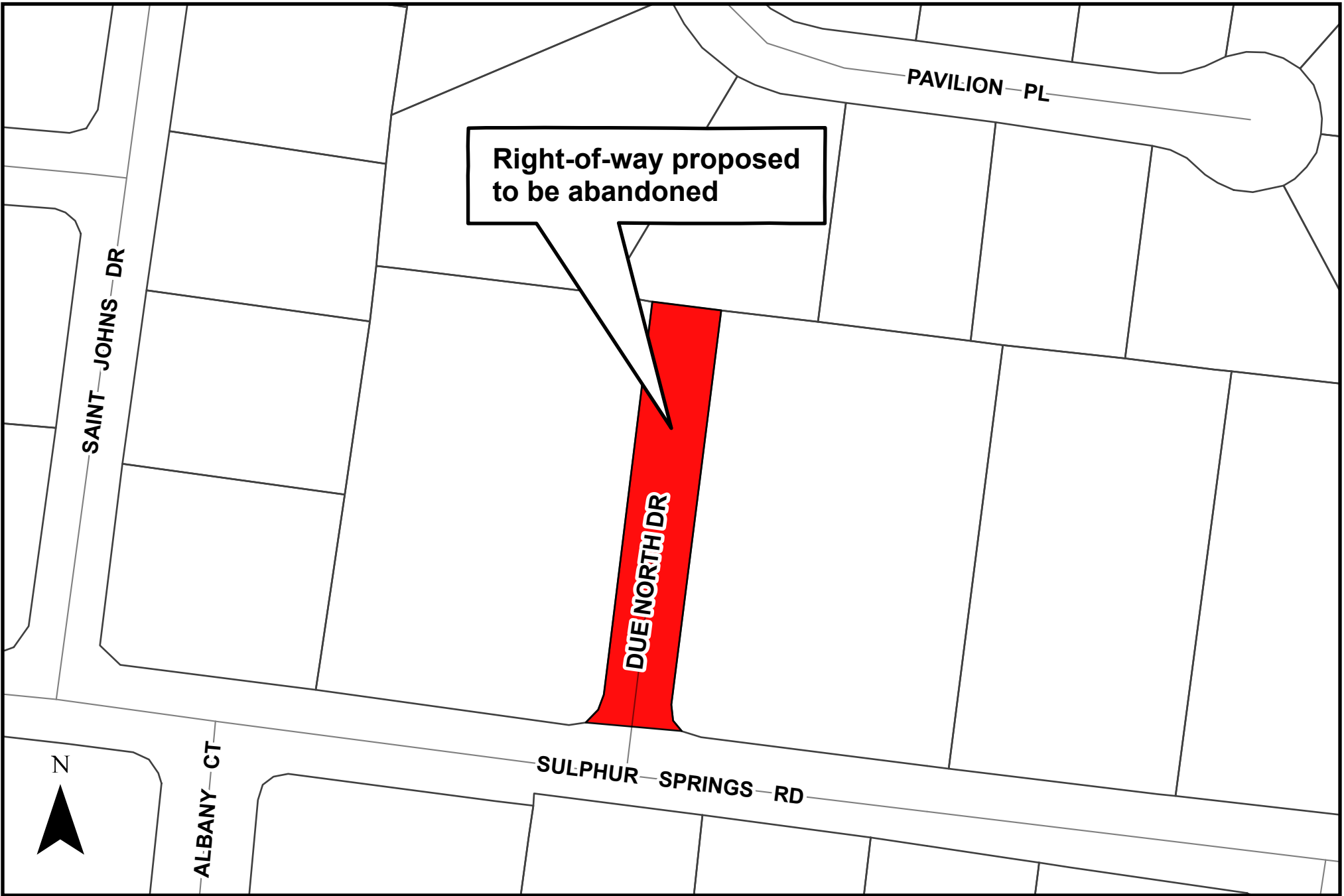
1. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. Such instrument(s) shall be subject to the final approval of the City Legal Department.
2. The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
3. The 50' wide abandoned right-of-way shall be combined with contiguous property via a duly-approved and recorded subdivision plat while retaining a 50' drainage/utility/access easement in its place.

Action Needed

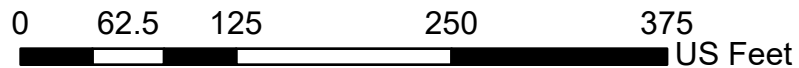
The Planning Commission should conduct a public hearing and then discuss this matter and formulate a recommendation to the City Council regarding the abandonment. Staff recommends that any approval be made subject to the above conditions.

Attachments:

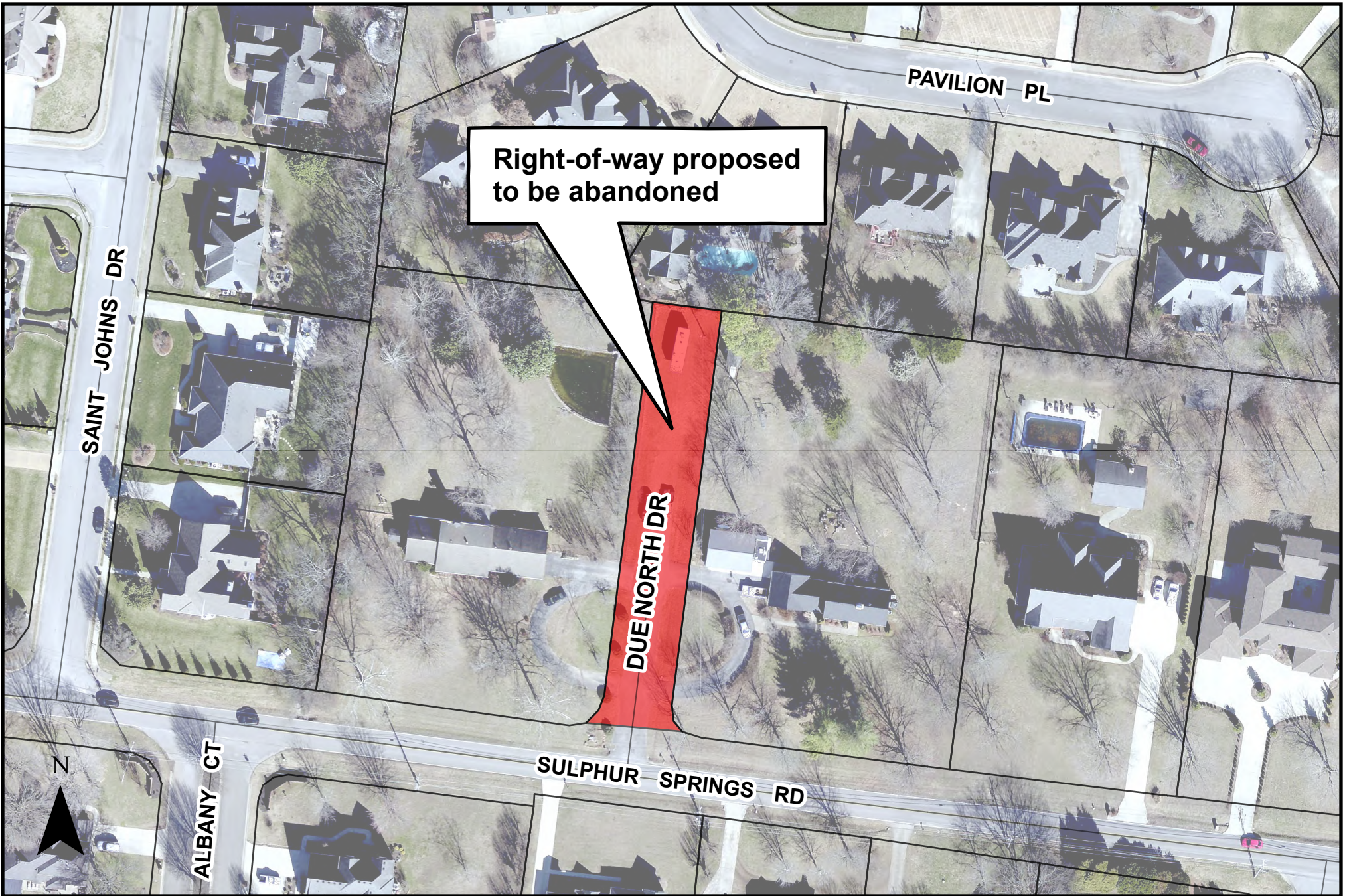
- Memorandum from Planning Staff regarding responses
- Non-Ortho and Ortho maps depicting the abandonment area
- Applicant Request to Abandon ROW letter, legal descriptions, and engineer map



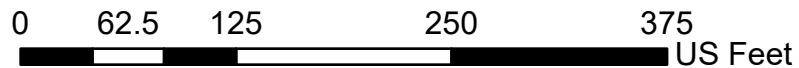
Request to abandon Due North Drive public right-of-way



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



Request to abandon Due North Drive public right-of-way



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



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel:

Address (if applicable):

Street Name (if abandonment of ROW): Due North Rd.

Type of Mandatory Referral: ROW Abandonment

Applicant Information:

Name of Applicant: James Pinson

Company Name (if applicable):

Street Address or PO Box: 2882 Sulphur Springs Rd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: jpinsonlaw@gmail.com

Phone Number: (615) 785-2630

Required Attachments:

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


Applicant Signature

1-18-2024
Date


January 18th, 2024

RE: Formal Road Abandonment Request for "Due North Dr.", Murfreesboro, TN, 37129

City of Murfreesboro:

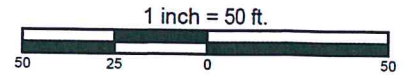
We are requesting mutual permission to request a Formal Driveway Abandonment of "Due North Dr." between the properties of 2892 and 2882 Sulphur Springs Road from the City of Murfreesboro. The road and property will be equally divided between the two homes for personal use, with no intention of developing the road beyond the current construction. Upon formal abandonment from the City of Murfreesboro, the survey line will be drawn evenly and equally down the middle (see image below and attached formal survey) and will adjust the current setback of 100 feet to a standard setback line of 12.5 feet on the east and west sides, respectively, for both residential homes. All maintenance and upkeep will be assumed equally by the owners of 2882 Sulphur Springs Road (James and Jessica Pinson) and 2892 Sulphur Springs Road (Adam and Riki Webb).

Thank you for your consideration –



James Pinson

EXHIBIT "A"



LOT 202
BRECKINRIDGE, FINAL SECTION VI &
RESUBDIVISION OF LOT 111, SECTION III
PB 017/190

S82° 44' 51"E 50.00'
IR (NEW)
N: 570205.97
E: 1847621.14

GPS NOTES:

- (1) Class of survey: IV
- (2) Type of GPS field procedure: RTK
- (3) Dates of survey: 30 December 2023
- (4) Datum/Epoch: NAD83 (2011), Epoch 2010
- (5) Published/Fixed-control use: TDOT CORS Station TN-38
N: 569154.86
E: 1837086.15
Z: 558.34
- (6) Geoid model: Geoid 18
- (7) Combined grid factor(s): 0.99992680
- (8) Units: US Survey Feet

LOT 10
SULPHUR SPRINGS MEADOWS, SEC. I
PB 004/092

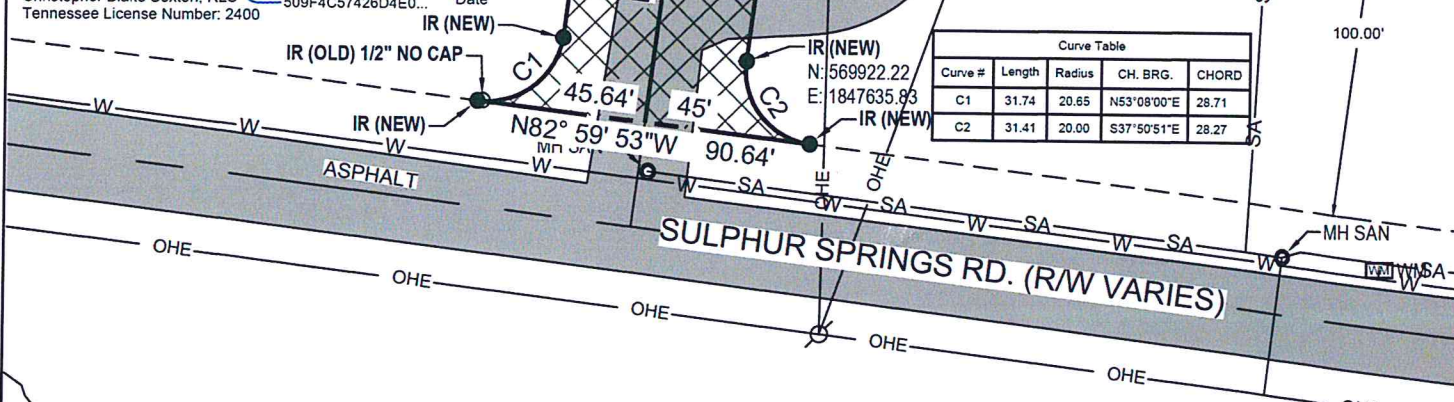
LOT 9
SULPHUR SPRINGS MEADOWS, SEC. I
PB 004/092

SURVEYOR'S CERTIFICATE:

I, Christopher Blake Sexton, Registered Land Surveyor, Tennessee RLS #2400, do hereby certify that the survey shown hereon was made by myself or under my direct supervision on 30 December 2023, and the same is true and correct to the best of my knowledge and belief. I further certify this is a Category IV remote sensing survey, and is in compliance with the current Tennessee minimum standards of practice as defined under rule 0820-03-07C (5). The horizontal datum is NAD 1983, which was derived using a GPS network RTK observation taken by a dual frequency Carlson BRX7 with a published positional accuracy of 8mm horizontal and 15mm vertical. The unadjusted ratio of precision of the data shown hereon (in relative positioning accuracy given at the 95% confidence level) is at least 1:10,000.

DocuSigned by:
Christopher Blake Sexton 1/18/2024

Christopher Blake Sexton, RLS
Tennessee License Number: 2400
509F4C57426D4E0... Date



LEGEND

TOTAL AREA TO BE ABANDONED:
15,166 SQ. FT.
OR 0.34 ACRES±

- IR (NEW) 1/2" REBAR WITH SEXTON CAP
- OVERHEAD POWER LINE
- FENCE LINE
- AREA TO BE ABANDONED
- ADJOINER PROPERTY
- SUBJECT PROPERTY

ROAD ABANDONMENT SURVEY

DUE NORTH DRIVE

SULPHUR SPRINGS MEADOWS SECTION I

PORTION OF PLAT BOOK 004, PAGE 092

DUE NORTH DRIVE, MURFREESBORO, TN

13TH CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE

CHRISTOPHER BLAKE SEXTON, PLS
5125 BRIDGEMORE BLVD.
MURFREESBORO, TN 37129
931-261-8875
blakesexton@comcast.net

DRAWN BY:	CBS	SURVEYED BY:	CBS, JWS
DATE:	12/30/2023		
JOB NO.	JPINSON		
PARCEL ID:	N/A		

SHEET 1 OF 1

SURVEYOR'S DESCRIPTION – ABANDONMENT OF DUE NORTH DRIVE

Being all of Due North Drive as shown and recorded in Plat Book 004, Page 092, Register's Office of Rutherford County, Tennessee, and is more particularly described as follows:

Beginning at ½" Rebar (N) with Sexton Cap where the rights-of-way of Due North Drive and Sulphur Springs Road intersect, this being the southeast corner of the road abandonment herein described; thence coincident with the north right-of-way of Sulphur Springs Road North 82°59'53" West, 90.64 feet to a ½" Rebar (N) with Sexton Cap, said rebar being 1.30 feet, more or less, west of a ½" Rebar (O) with no cap, this being the southwest corner of the road abandonment herein described; thence leaving said right-of-way and coincident with the west right-of-way of Due North Drive and east line of Lot 10, Sulphur Springs Meadows, Section I (PB 004/092) for two calls: on a curve to the left having a radius of 20.65 feet and an arc length of 31.74 feet (chord bearing North 53°08'00" East, chord length 28.71 feet) to a ½" Rebar (N) with Sexton Cap; North 7°10'18" East, 280.00 feet to a ½" Rebar (N) with Sexton Cap on the south line of Lot 202, Breckinridge, Final Section VI and Resubdivision of Lot 111, Section III, this being the northeast corner of Lot 10 and the northwest corner of the road abandonment herein described; thence leaving Lot 10 and coincident with the south line of Lot 202 South 82°44'51" East, 50.00 feet to a ½" Rebar (N) with Sexton Cap, this being the northwest corner of Lot 9, Sulphur Springs Meadows, Section I (PB 004/092) and the northeast corner of the road abandonment herein described; thence leaving Lot 202 and coincident with the east right-of-way of Due North Drive and west line of Lot 9 for two calls: South 7°10'18" West, 279.63 feet to a ½" Rebar (N) with Sexton Cap; on a curve to the left having a radius of 20.00 feet and an arc length of 31.41 feet (chord bearing South 37°50'51" East, chord length 28.27 feet) to the Point of Beginning containing 15,166 square feet or 0.34 acres, more or less, according to a survey performed by Christopher Blake Sexton, RLS 2400, 5125 Bridgemore Boulevard, Murfreesboro, Tennessee 37129 on December 30, 2023.

Lot 9 and Lot 10, Sulphur Springs Meadows, Section I will receive approximately one-half of the total area abandoned above. See Exhibit "A" for a more detailed description.

Memorandum

To: Greg McKnight, Executive Director of Development Services
Matthew Blomeley, Assistant Planning Director

From: Holly Smyth, AICP Principal Planner

Date: February 27, 2024

Re: Mandatory Referral 2024-703: Abandonment of Due North Drive Right-of-way (ROW) north of Sulphur Springs Road

Following is a summary of the City department staff and utility provider comments regarding the requested right-of-way (ROW) abandonment.

Engineering & Streets Departments

There is a drainage easement along the northern property line of the adjacent lots to the east and west and the City will need to maintain access to this easement. There are drainage flows in roadside ditches on both sides of Due North Drive, so easements for those existing ditches would need to be dedicated as well. The request to abandon ROW should be divided as shown in the request; however, the entire ROW should be converted to a 50' drainage/utility/access easement.

Planning Department

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as pay any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

Fire and Rescue Department

MFRD does not have any comments on the abandonment.

Police Department

The Murfreesboro Police Department has no objections to or concerns with the ROW abandonment request.

Solid Waste Department

The abandonment will pose no problems for the Solid Waste Department.

Murfreesboro Water Resources Department (MWRD)

The abandonment will not affect any water or sewer mainlines or services.

Consolidated Utility District (CUD)

Not within CUD's service area.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has no comments.

AT&T

ATT does not have any facilities on Due North Drive.

Atmos Energy

Atmos Energy has not responded to the Planning Department's requests for information regarding this proposed abandonment.

Comcast

Comcast does not have any conflicts.

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Mandatory Referral for Dedication of an Electric Easement along Blanton Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of an electric easement on City-owned property located at 2032 Blanton Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its March 7, 2024 regular meeting.

The Water Resources Board recommended approval at its February 27, 2024 regular meeting.

Background Information

In this mandatory referral [2024-705], Council is being asked to consider the dedication of an electric easement to Middle Tennessee Electric (MTE) on City-owned property located at 2032 Blanton Drive. This is the location of the City's Water Resource Recovery Facility (WRRF). Plans have been approved for the construction of biosolids dryers at the WRRF facility. MTE electric easements are needed in order to accommodate the electric lines that will provide electric service to the proposed improvements.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE in providing electric infrastructure to new physical improvements at the WRRF.

Attachments:

1. Memo from Water Resources
2. Exhibits of proposed easement



... creating a better quality of life

MEMORANDUM

DATE: February 16, 2024
TO: Planning Department
FROM: Valerie Smith, MWRD
SUBJECT: MTE Easement Request
At MWRD Water Resource Recovery Facility
Service Requirement

Background

The Water Resources Board approved of the initial Task Order with Smith Seckman Reid (SSR) for the design of Komline Sanderson Biosolids Dryers at the WRRF in October of 2022. An Amendment to the Task Order, for the bidding and construction administration of the project, was also approved at last month's meeting. The design of the project is nearing completion and should advertise for bids in the next few months. MWRD staff and SSR have been working through the electric service requirements with MTE and MTE has requested a 20-foot permanent electric easement as shown in green on the attached, in order to provide service to the project.

This information is being presented to the Water Resources Board at the February 27th meeting for approval. The recommendation of staff is to approve of the dedication of the 20-foot permanent electric easement.

Attachments

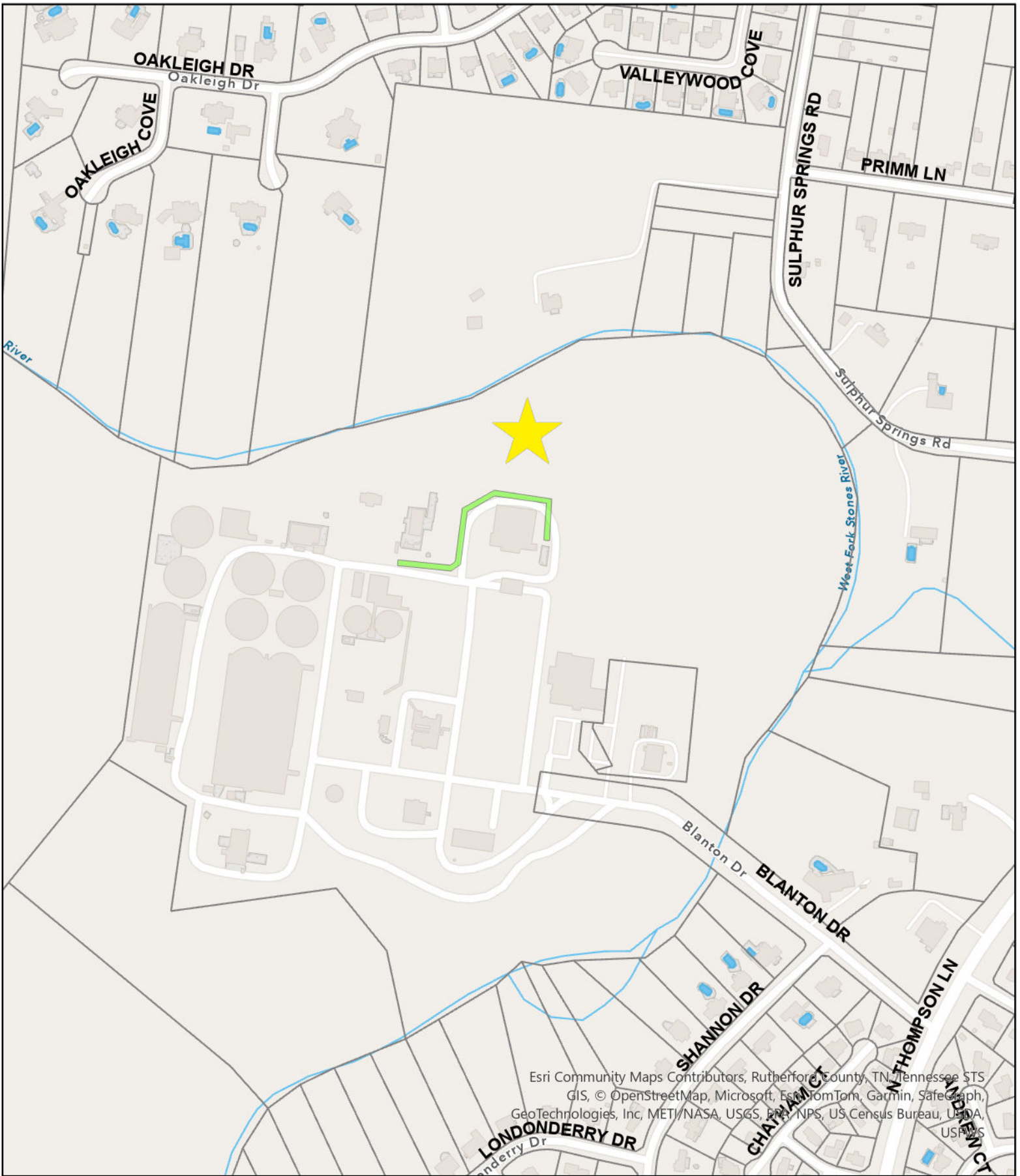
- MTE Easement Agreement
- GIS Exhibits



MURFREESBORO WATER RESOURCES DEPARTMENT

Middle Tennessee Electric Easement





Esri Community Maps Contributors, Rutherford County, TN, Tennessee STS
 GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
 GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,
 USFWS



MURFREESBORO WATER RESOURCES DEPARTMENT

Middle Tennessee Electric Easement



COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Donation of Used Equipment to Various Law Enforcement Agencies

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Donation of equipment to various law enforcement agencies.

Staff Recommendation

Approve the donation of used equipment to the Beele Meade PD, Woodbury PD, Manchester PD, Colinwood PD, and Linville PD.

Background Information

The MPD has used traffic vests that are no longer in use. MPD tries to assist other law enforcement agencies when possible and these various agencies can benefit from the donation of this equipment.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

Surplus Property Disposal Forms

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property POLICE Hi Viz Traffic Vest x 40

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$840</u>
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? <u>Belle Meade PD</u>	
Donate	<input checked="" type="checkbox"/>	To whom? _____	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 3-5 yrs Estimated original cost 28.15 each
 Seized Property? no Depr value (to be completed by FA Mgr if applicable) \$ -
 Law Enforcement Restricted? YES

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Mostly gently used a few new x 40

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed [Signature] (Department Head) Date 2-13-24

I have reviewed the above information and determined that it is appropriate.

Signed [Signature] (Fixed Assets Manager) Date 3-8-24

I approve or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

DocuSigned by [Signature] 3/11/2024
 Signed _____ (City Manager or Assist. City Manager) Date _____

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

**CITY OF MURFREESBORO
DONATION OF HIGH VISIBILITY TRAFFIC VESTS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of high visibility traffic vests by the City of Murfreesboro ("City") to the BELLE MEADE POLICE DEPARTMENT,

THE CITY AND BELLE MEADE POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the high visibility traffic vests by the City to the BELLE MEADE POLICE DEPARTMENT and the use of the high visibility traffic vests by the BELLE MEADE POLICE DEPARTMENT for whatever purposes the BELLE MEADE POLICE DEPARTMENT may use them.

The BELLE MEADE POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the BELLE MEADE POLICE DEPARTMENT's ownership or use or failure to use the high visibility traffic vests.

In executing this Release and Hold Harmless Agreement the BELLE MEADE POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the high visibility traffic vests for multiple years; (2) that the high visibility traffic vests may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the high visibility traffic vests for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the high visibility traffic vests; and (4) the City is providing the high visibility traffic vests on an "as is" basis to the BELLE MEADE POLICE DEPARTMENT.

The BELLE MEADE POLICE DEPARTMENT shall be solely responsible for determining whether to use said high visibility traffic vests for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

BELLE MEADE POLICE DEPARTMENT

By: 

Craig Tindall, City Manager

By: _____

Printed: _____

Title: _____

Approved as to form:



Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property POLICE Hi Viz Traffic Vest x 20

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$400</u>
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? <u>Woodbury Police Department</u>	
Donate	<input checked="" type="checkbox"/>	To whom? _____	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>3-5 yrs</u>	Estimated original cost	<u>28.15 each</u>	
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)		\$ _____
Law Enforcement Restricted ?	<u>YES</u>			

Condition of surplus property.

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Mostly gently used a few new x 20 multiple sizes.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed [Signature] (Department Head) 1.31.24 Date

I have reviewed the above information and determined that it is appropriate.

Signed [Signature] (Fixed Assets Manager) 2-12-24 Date

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

Signed [Signature] (City Manager or Assist. City Manager) 2.13.24 Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

**CITY OF MURFREESBORO
DONATION OF HIGH VISIBILITY TRAFFIC VESTS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of high visibility traffic vests by the City of Murfreesboro ("City") to the WOODBURY POLICE DEPARTMENT,

THE CITY AND WOODBURY POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the high visibility traffic vests by the City to the WOODBURY POLICE DEPARTMENT and the use of the high visibility traffic vests by the WOODBURY POLICE DEPARTMENT for whatever purposes the WOODBURY POLICE DEPARTMENT may use them.

The WOODBURY POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the WOODBURY POLICE DEPARTMENT's ownership or use or failure to use the high visibility traffic vests.

In executing this Release and Hold Harmless Agreement the WOODBURY POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the high visibility traffic vests for multiple years; (2) that the high visibility traffic vests may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the high visibility traffic vests for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the high visibility traffic vests; and (4) the City is providing the high visibility traffic vests on an "as is" basis to the WOODBURY POLICE DEPARTMENT.

The WOODBURY POLICE DEPARTMENT shall be solely responsible for determining whether to use said high visibility traffic vests for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: 

Craig Tindall, City Manager

WOODBURY POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:



Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property POLICE Hi Viz Traffic Vest x 50

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$1,400</u>
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? <u>Manchester PD</u>	
Donate	<input checked="" type="checkbox"/>	To whom? _____	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 3-5 yrs Estimated original cost 28.15 each
 Seized Property? no Depr value (to be completed by FA Mgr if applicable) \$ -
 Law Enforcement Restricted ? YES

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-in, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Mostly gently used a few new. Multiple sizes x 50

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

[Signature] 2-2-24
 Signed (Department Head) Date

I have reviewed the above information and determined that it is appropriate.

[Signature] 2-12-24
 Signed (Fixed Assets Manager) Date

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

[Signature] 2-13-24
 Signed (City Manager or Assist. City Manager) Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

**CITY OF MURFREESBORO
DONATION OF HIGH VISIBILITY TRAFFIC VESTS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of high visibility traffic vests by the City of Murfreesboro ("City") to the MANCHESTER POLICE DEPARTMENT,

THE CITY AND MANCHESTER POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the high visibility traffic vests by the City to the MANCHESTER POLICE DEPARTMENT and the use of the high visibility traffic vests by the MANCHESTER POLICE DEPARTMENT for whatever purposes the MANCHESTER POLICE DEPARTMENT may use them.

The MANCHESTER POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the MANCHESTER POLICE DEPARTMENT's ownership or use or failure to use the high visibility traffic vests.

In executing this Release and Hold Harmless Agreement the MANCHESTER POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the high visibility traffic vests for multiple years; (2) that the high visibility traffic vests may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the high visibility traffic vests for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the high visibility traffic vests; and (4) the City is providing the high visibility traffic vests on an "as is" basis to the MANCHESTER POLICE DEPARTMENT.

The MANCHESTER POLICE DEPARTMENT shall be solely responsible for determining whether to use said high visibility traffic vests for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: 

Craig Tindall, City Manager

MANCHESTER POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:



Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property POLICE Hi Viz Traffic Vest x 5

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$100</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom? <u>Colinwood Police Department</u>	
Donate	<input checked="" type="checkbox"/>	To whom? _____	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>3-5 yrs</u>	Estimated original cost	<u>28.15 each</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	\$ -
Law Enforcement Restricted ?	<u>YES</u>		

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Mostly gently used a few new x 5 multiple sizes.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

[Signature] 2-1-24
 Signed (Department Head) Date

I have reviewed the above information and determined that it is appropriate.

[Signature] 2-12-24
 Signed (Fixed Assets Manager) Date

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

[Signature] 2-13-24
 Signed (City Manager or Assist. City Manager) Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

**CITY OF MURFREESBORO
DONATION OF HIGH VISIBILITY TRAFFIC VESTS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of high visibility traffic vests by the City of Murfreesboro ("City") to the COLINWOOD POLICE DEPARTMENT,

THE CITY AND COLINWOOD POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the high visibility traffic vests by the City to the COLINWOOD POLICE DEPARTMENT and the use of the high visibility traffic vests by the COLINWOOD POLICE DEPARTMENT for whatever purposes the COLINWOOD POLICE DEPARTMENT may use them.

The COLINWOOD POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the COLINWOOD POLICE DEPARTMENT's ownership or use or failure to use the high visibility traffic vests.

In executing this Release and Hold Harmless Agreement the COLINWOOD POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the high visibility traffic vests for multiple years; (2) that the high visibility traffic vests may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the high visibility traffic vests for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the high visibility traffic vests; and (4) the City is providing the high visibility traffic vests on an "as is" basis to the COLINWOOD POLICE DEPARTMENT.

The COLINWOOD POLICE DEPARTMENT shall be solely responsible for determining whether to use said high visibility traffic vests for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____


Craig Tindall, City Manager

COLINWOOD POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:


Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property POLICE Hi Viz Traffic Vest x 5

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$100</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom? <u>Linville Police Department</u>	
Donate	<input checked="" type="checkbox"/>	To whom? _____	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 3-5 yrs Estimated original cost 28.15 each
 Seized Property? no Depr value (to be completed by FA Mgr if applicable) \$ -
 Law Enforcement Restricted ? YES

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:
Mostly gently used a few new x 5 multiple sizes.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<input type="checkbox"/>

I request that the item described above be declared surplus property and that the disposal method be approved.

[Signature] 2-1-24
 Signed (Department Head) Date

I have reviewed the above information and determined that it is appropriate.

[Signature] 2-12-24
 Signed (Fixed Assets Manager) Date

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

[Signature] 2-13-24
 Signed (City Manager or Assist. City Manager) Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

**CITY OF MURFREESBORO
DONATION OF HIGH VISIBILITY TRAFFIC VESTS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of high visibility traffic vests by the City of Murfreesboro ("City") to the LINVILLE POLICE DEPARTMENT,

THE CITY AND LINVILLE POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the high visibility traffic vests by the City to the LINVILLE POLICE DEPARTMENT and the use of the high visibility traffic vests by the LINVILLE POLICE DEPARTMENT for whatever purposes the LINVILLE POLICE DEPARTMENT may use them.

The LINVILLE POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the LINVILLE POLICE DEPARTMENT's ownership or use or failure to use the high visibility traffic vests. In executing this Release and Hold Harmless Agreement the LINVILLE POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the high visibility traffic vests for multiple years; (2) that the high visibility traffic vests may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the high visibility traffic vests for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the high visibility traffic vests; and (4) the City is providing the high visibility traffic vests on an "as is" basis to the LINVILLE POLICE DEPARTMENT.

The LINVILLE POLICE DEPARTMENT shall be solely responsible for determining whether to use said high visibility traffic vests for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____


Craig Tindall, City Manager

LINVILLE POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:


Adam F. Tucker, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Rezoning property along Memorial Blvd. and Haynes Haven Lane
[First Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Rezone approximately 22 acres located at the northwest corner of Memorial Boulevard and Haynes Haven Lane.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

AdamsPlace, LLC presented a zoning application [2022-420] for approximately 22 acres located at the northwest corner of Memorial Boulevard and Haynes Haven Lane to be zoned PUD (Planned Unit District), including rezoning approximately 5.4 acres to be rezoned from RS-15 (Single-Family Residential District 15) to PUD and amending the existing PUD zoning on approximately 16.6 acres. During its regular meeting on September 7, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action. At its regular meeting on December 7, 2022, the Planning Commission considered this item under Old Business and then voted to recommend its approval.

On January 19, 2023, Council held a public hearing and then voted to defer action on the first reading. The applicant has requested that the application be placed back on the Council’s agenda for consideration on first reading. No changes to the plan have been made in the interim.

Council Priorities Served

Improve Economic Development

This rezoning will enable the expansion of an existing senior housing development, allowing additional inventory of housing options for seniors as Murfreesboro grows.

Attachments:

1. Ordinance 22-OZ-48
2. Maps of the area

3. Planning Commission staff comments from 09/07/2022 meeting
4. Planning Commission minutes from 09/07/2022 meeting
5. Planning Commission minutes from 12/07/2022 meeting
6. AdamsPlace PUD pattern book
7. Other miscellaneous exhibits

3.12.2024

Greg McKnight, Executive Director of Development Services
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: Supplemental Submission Letter for Adams Place – Senior Living Community – PRD Rezoning

Dear Mr. McKnight,

As you know from our discussions and our submission yesterday, we are requesting that the Adams Place PRD be placed on the City Council agenda for March 21, 2024. I am providing this letter as a supplement to the submissions we made yesterday and as an opportunity to summarize the previous process with this PRD and address some of the questions raised.

The Adams Place PRD was recommended for approval by the Murfreesboro Planning Commission in August of 2023 and was deferred after the City Council public hearing in January of 2023. There have been no changes to the proposed development that we presented in January of 2023.

After consideration and an evaluation of reasonable options, the NHC executive team believes the plan presented to the City Council in January, 2023, and presented again now, is the best plan for the Adams Place residents, NHC, and the City of Murfreesboro. As you know, the NHC Adams Place campus has been an important and popular asset in Murfreesboro since it opened. With the general population growth in Murfreesboro and the increase in lifespans in the United States at-large, the need for expansion is significant. The number of individuals that fall within a “seniors” category continues to climb nationally. The health and longevity of this age group is improving, which is causing an increasing demand on “active aging” living options. NHC wants to meet that need in Murfreesboro and is ready to move the project forward.

The goal of the proposed expansion is to include “active aging” on the Adams Place campus and allow for the residents to “age in place.” Starting at age 55, residents can live on the Adams Place campus for the rest of their lives with minimal disruption -even as their physical and medical needs change.

Change is inevitable. Adams Place consistently has had to embrace change due to the age of the residents and the nature of the services they offer. It has been over a year since we last presented our project before the City Council. Over the course of the last year, multiple residents who lived on the property during the previous City Council meeting are no longer at Adams Place. New residents who have moved into Adams Place over the last year have been made aware of the potential facility expansion and the associated construction. The management team has been working closely with both the new and existing residents in preparation for the potential changes. This past year has been valuable for providing communication and raising awareness regarding the proposed facility expansion. In addition to changes in the residential community at Adams Place, the need for senior services has continued to grow in the City of Murfreesboro. The request for the active living units has gained momentum within the extended Adams Place community. At the time of our presentation to City Council, the interest list for the active living units was approximately 27 people. The interest list has continued to increase, as has the concept of “aging in place.” The team believes that embracing this philosophy (at this location) provides new residential opportunities within the boundaries of an established and secure environment.

During the City Council meeting in January, 2023, City Council members asked several questions that I would like to address. One matter raised was why NHC would choose to deviate from the 1994 PUD and change the business model when it is so popular and has an existing wait list. As an initial matter, the proposed PUD actually decreases the number of units and thus the impact on the property. The original PUD allows for an additional 90 units, while the proposed expansion plan only requests an additional 53 units. Moreover, the original PUD would essentially be an expansion of what is already on the Adams Place campus. Changes in demographics over the last 30 years requires us to adjust our offerings to make our campus more relevant to the current demand. The reason for the reduction in both units and overall density is to meet these needs and diversify the lifestyle options, as well as providing additional outdoor living opportunities. The open lawn area at the southeast corner of the property (the proposed site for the active living units) is visually appealing but lacks any formal programming for the residents. The new development will provide multiple green spaces of various sizes designed for a wide variety of outdoor activities. The new green spaces will be designed specifically to enhance the quality of life for the current and future residents while providing beautiful visual appeal. The management team is excited to see the new lawns, gardens, and patio areas bring additional social and health benefits to the residents.

Also notable is that the disruption that will occur with the facility expansion as proposed would be similar whether the 1994 plan is implemented or the current proposal is constructed. Reducing the expansion from 90 units to 53 units will result in fewer residents on the property which implies fewer cars and less traffic. The option not to move forward due to disruption, traffic, or simply change, does not meet the growing needs for seniors at Adams Place or the City of Murfreesboro.

After research, we are confident that there was no commitment made in 1994 not to develop the RS-15 lots along Haynes Haven in the future. On the contrary, all property, including this Adams Place campus, is subject to a request for rezoning or a PUD amendment at any time. The decisions made 30 years ago were based upon and subject to the facts as they existed at that time. Both the facts and Murfreesboro's needs have changed and so NHC has adjusted the PUD to meet these changes. To the extent there were questions about flooding, this property has not been subject to disruptive or destructive flooding. Moreover, the civil engineering and hydrology calculations completed as part of the construction plans will address all water issues, as required by the City Zoning Ordinance.

The proposed facility expansion will make Adams Place even better with the hope of meeting a broader base of needs while enhancing the living experience of the current residents.

The Adams Place management team and the consulting team will be hosting an internal community meeting for the Adams Place residents in the next week prior to our presentation to the Murfreesboro City Council on March 21, 2024.

Please let me know if you have any questions regarding our next step in this rezoning effort. I can be reached at Huddleston-Steele Engineering at 615.893.4084 or on my cell phone at 615.509.5930.

Sincerely,



Clyde Rountree

Planner

Huddleston-Steele, Engineering, INC.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 7, 2022**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.b. Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant.**

Introduction

The subject property is located along the west side of Memorial Boulevard, north of Hanes Haven Lane (Tax Map 080 Group 053.01). The property consists of 22 acres and is zoned PUD (Planned Unit District) and RS-15 (Single-Family Residential District). The RS-15 properties are platted with the Haynes Haven Estates Section I single-family, subdivision. The properties to the north are zoned CH and developed with a grocery store, shopping center, restaurants, and bank. The properties to the west and south are zoned RS-15 and are an established single-family, residential communities (Haynes Haven). Across Memorial Boulevard, to the east, is Walmart (CH) and the Murfreesboro Municipal airport (RS-15).

AdamsPlace Originally approved PUD & amendment:

National HealthCare Corporation (NHC) owns the property and currently operates a facility with 89-apartment residential units, a 23-room Memory Care Center, and a 90-bed Health Care Center with nursing and rehabilitation.

The property was rezoned from RM-12 and CH to PUD in 1995 (file 1994-418). The PUD was subsequently amended in 1999 (file 99-437) and again in 2001 (file 2001-420).

1994 PUD rezone [file 1994-418]:

The City of Murfreesboro approved a zoning map amendment on March 30, 1995, for NHC to rezone property from RM-12 and CH to PUD (effective date April 14, 1995). NHC proposed a “continued care retirement community” that is targeted to ages 65 and up with a development plan broken into four phases:

- Phase I – 40 Nursing Home beds and 84 Assisted Living Units
- Phase II – 60 Nursing Home Beds
- Phase III – 90 Independent Living Units
- Phase IV – 90 Independent Living Units

The plan included 59 parking spaces, two access drives and restrictions on access. All landscaping and berm placement was required to be done with Phase I with a 40-foot

setback from the curb.

The PUD ordinance [Ordinance 94-0-55] was approved subject to six additional terms and provisions. They are as follows:

- 1) Five residential lots along and fronting Haynes Haven Lane;
- 2) Allow one access road on Lot #3 from Haynes Haven Lane to this development; that this road be gated and only residents with cards will have access (this includes that no staff will have access);
- 3) A traffic light will be installed at the major entrance to this development across from Airport Road and this be installed by the developer subject to approval by the state;
- 4) The landscaping and buffering shown on preliminary diagram will be on the RS-15 lots basically as shown and approved by the Planning Department and Planning Commission;
- 5) The service entrance off Memorial Boulevard will be used for all service vehicles and for construction vehicles;
- 6) Allow no more than 25 parking spaces on Lot #4 only, if Phase IV of this project is developed.

During the discussion of this project, the representative of the applicant stated that the main purpose of the request was to downgrade the present zoning into a PUD. The applicant agreed to keep the five residential lots fronting along Haynes Haven Lane (Lots 1 through 5) zoned RS-15. The Planning Commission made no findings as to the existence or validity of any restrictive covenants on a portion of the proposed development.

1999 PUD amendment [file 1999-437]:

In December of 1999, the Planning Department presented an amendment to the PUD conditions of approval for Adams Place Continuing Care Retirement Community to the Planning Commission. This PUD amendment requested by staff was the removal of the condition of approval that required the access drive onto Haynes Haven Lane be gated and that only residents with cards have access. At that time, the Planning Commission determined that the Adams Place development is a model for low-impact land use in terms of traffic and residential compatibility. The amount of traffic from both residents and employees had been determined to be very minor.

On January 5, 2000, the Murfreesboro Planning Commission considered the matter and after a public hearing recommended that the access restriction be loosened to allow four "cards" per resident at Adams Place to allow family members, friends, and care givers to utilize the access onto Haynes Haven Lane. The Murfreesboro City Council later agreed and amended the PUD Ordinance [Ordinance 01-O-57] on May 11, 2000 (effective May 26, 2000). The amendment condition was changed from only residents with card have

access to allowing an additional care to a family member or a caregiver if the resident does not drive.

1999 PUD amendment [file 2001-420]:

In October of 2001, an ordinance became effective that amended the Zoning Map for the Adams Place Continuing Care Retirement Community PUD to allow construction of a 4,888 square foot administrative office building accessory. This amendment did not result in any additional employees at the campus, with no additional traffic generated as a result of the modification. This amendment provided for additional covered parking.

2022 Proposed Adams Place 2022 PUD rezone & amendment:

The PUD application currently before the Planning Commission is to expand the limits of the campus into the RS-15 properties and to replace some of the existing landscaping in the PUD with rental dwelling units and associated site elements. The proposed plan will allow 53 additional multi-family residential dwelling units, with three apartment style structures along Memorial Boulevard and eight two-story structures along Haynes Haven Drive.

The two-story structures will house 15 additional dwelling units and the three-story structure will provide 38 dwelling units. The existing campus is geared toward ages 65 and up; the proposed dwellings are age restricted to 55 year or older. Adams Place believes that the change will offer an opportunity to diversify the demographics of the campus. The 53 additional dwelling units will have access to the amenities of the main campus and the addition will add an amenity center building with fitness center, art studio, grilling area and covered porch, dog park and patio.

The applicants have stated that they wish for the proposed structures to have a similar architectural language as the existing campus. The red brick will match the existing campus and consistent architectural elements are being utilized (similar eaves, gas lamps, and arch detailing).

The three-story apartments will have an internal trash collection room which will be serviced by the facility. The two-story units will have poly carts which will be picked up weekly. According to the PUD, the plan will not be divided into multiple phases.

Streetscape along Haynes Haven Lane:

The applicants are requesting a 50 percent reduction to the minimum building setback along Haynes Haven Lane. To offset the setback incompatibility, the applicants propose to construct a berm along Haynes Haven Lane. The berm is proposed to be 3-feet higher than the street elevation.

Transportation, Parking and Access:

Memorial Boulevard is a major arterial and state highway. A signal is located at the entrance to Adams Place onto Memorial Boulevard. Haynes Haven lane is a local

residential street and is restricted as a secondary access location for Adams Place. Similar to the conditions in the original PUD, staff suggests the service entrance off Memorial Boulevard be used for all service and construction vehicles.

The site layout and building design will be required to accommodate Emergency Services personnel regarding unit numbering, first responder access, and circulation.

Exceptions

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

The requested exceptions are listed on sheet 26 as follows:

1. To reduce the minimum required front building setback along Haynes Haven Lane from 40-feet to 20-feet.
2. To reduce the required parking for multi-family residential uses as required in the Zoning Ordinance: *For each dwelling unit with 1 bedroom, 1.5 spaces shall be provided b. For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.* The Landscape Architect proposes to provide parking at a rate of 1 space per 1 bedroom.
3. To increase the Maximum Building Height by 6-feet 6-inches.

Exceptions to the Terms and Provisions included with the original PUD:

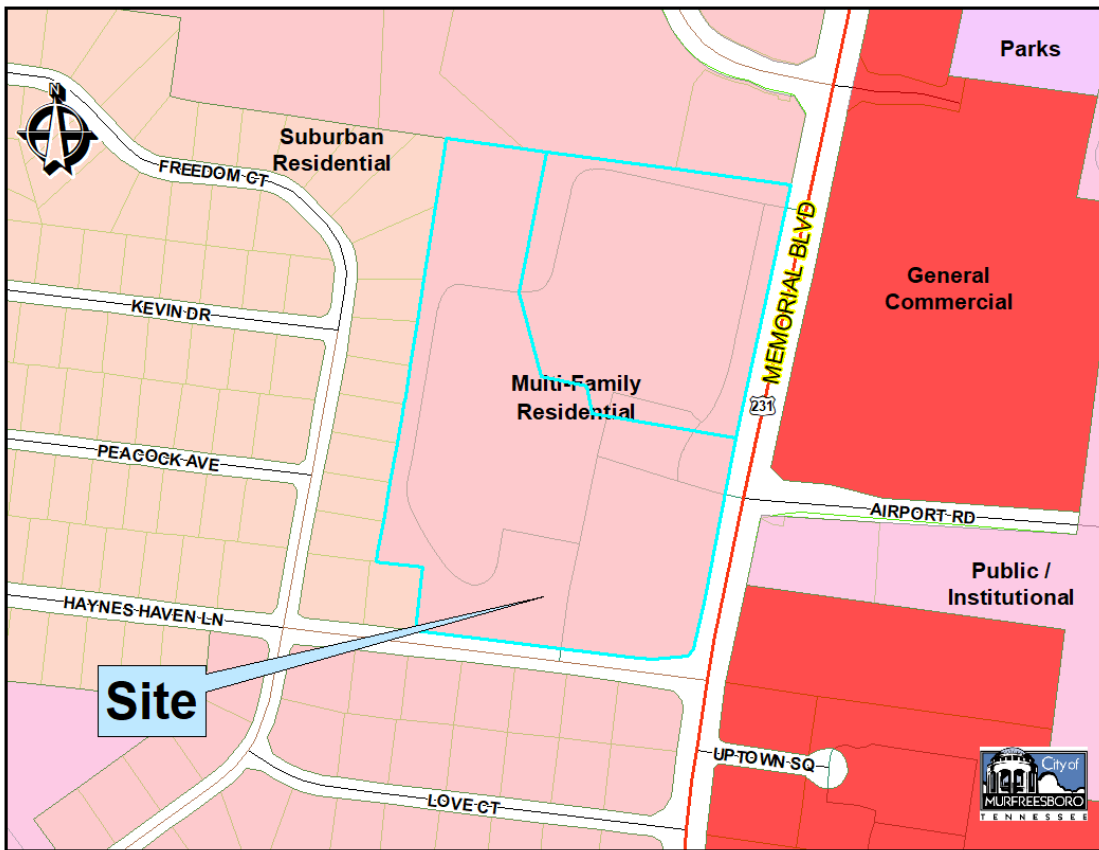
1. To allow the 5 residential lots along and fronting Haynes Haven Lane be developed;
2. To modify the landscaping and buffering on the RS-15 lots as approved with the original PUD;
3. To remove the requirement that allows no more than 25 parking spaces on Lot #4 only, if Phase IV of this project is developed.

Future Land Use Map

The proposed *Murfreesboro 2035 Future Land Use Map* indicates that Multi-Family Character (MF) is most appropriate for the subject property. If the property develops as proposed within the PRD program book, then it will be consistent with the MF character.

This designation provides opportunities for higher density residential uses such as triplexes, quadplexes, and multiple-family housing. With the higher density provided with multi-family, there is also the requirement to provide on-site amenities and open space designed for public activities. Development Types could include High density residential that could allow for rental or condominium (fee simple ownership) opportunities.

Proposed Future Land Use Map



Characteristics of the MF include:

- Designated recreational areas, often with pool house and pool, as well as other upgrades and amenities.
- Multi-family communities may be designed as private, gated neighborhoods or strongly oriented towards urban or public space, but in

all cases, they should be designed to fit in visual context of their surroundings and related to public roadways.

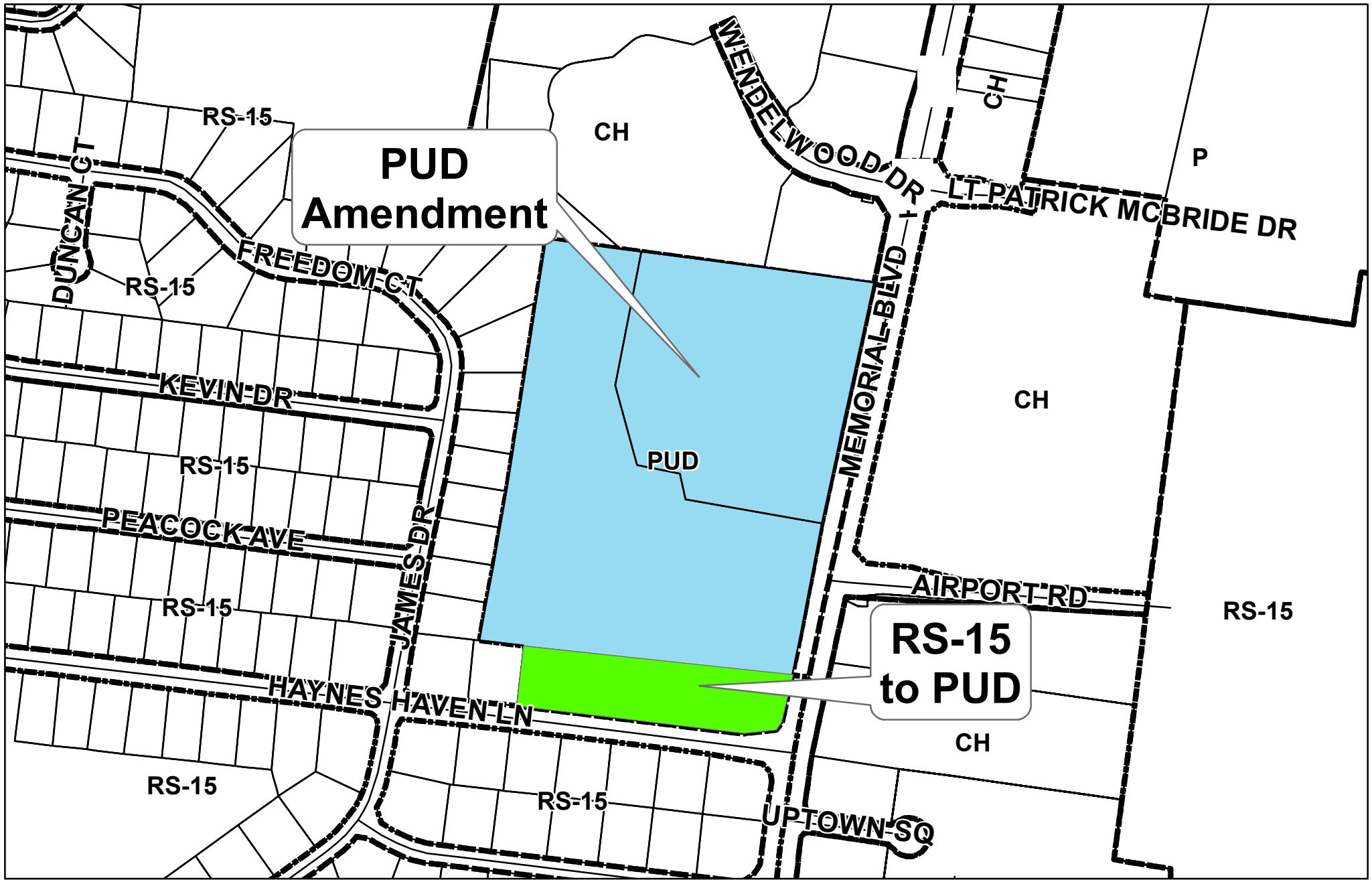
- Typical density ranges are up to 16 (DU/ac) or as directed by the Sanitary Sewer Allocation Ordinance.

Recommendation:

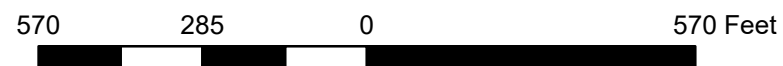
Staff requests the Planning Commission consider the following items in its review of this request:

1. The plan proposed as a part of the proposed PUD zoning is consistent with the Future Land Use Map's Development Type and Character
2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.

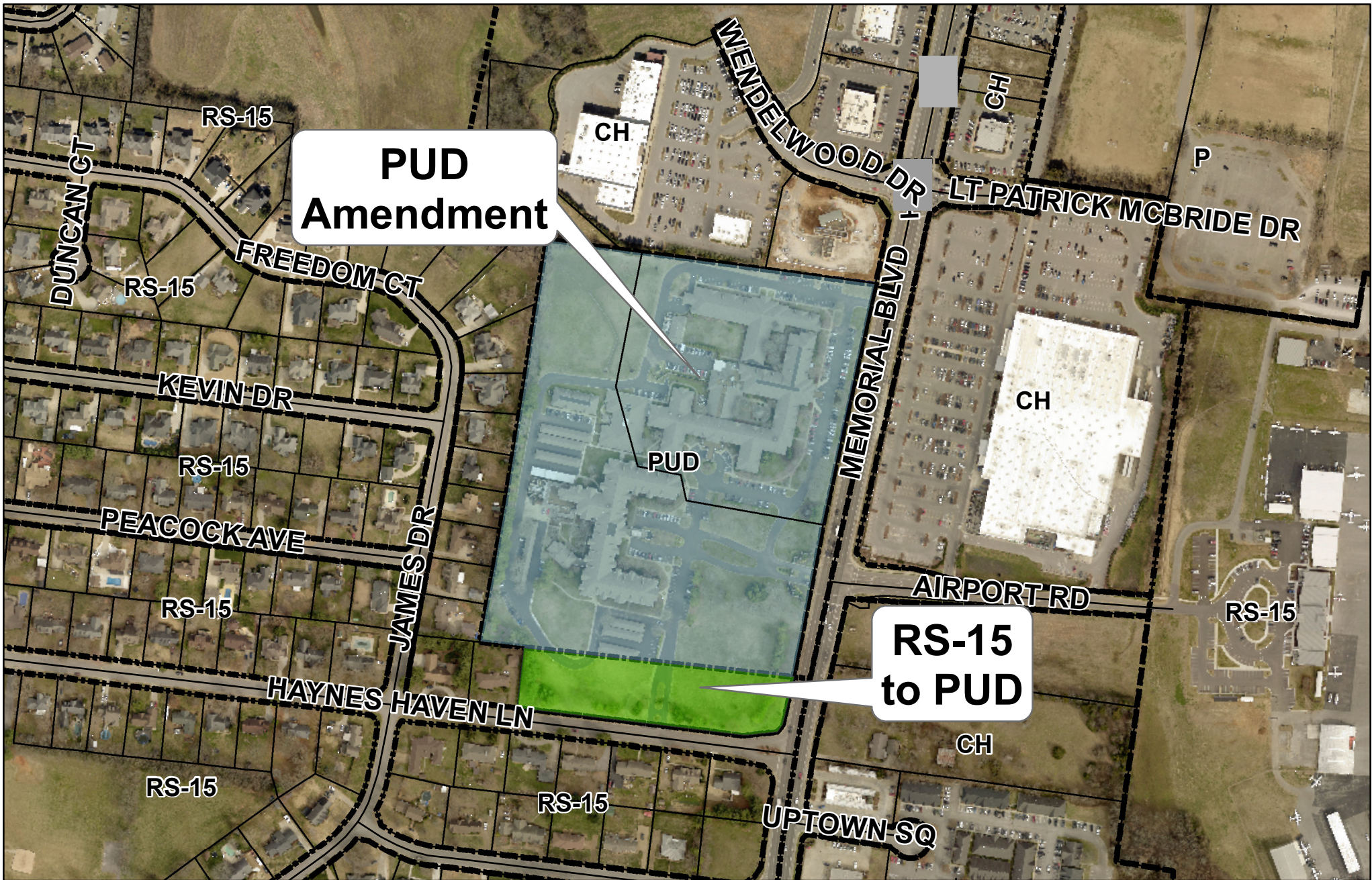
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to forwarding a recommendation to the City Council.



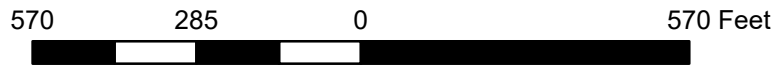
**Rezoning request for property located along Memorial Boulevard
PUD amendment and RS-15 to PUD (Adams Place PUD)**



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



**Rezoning request for property located along Memorial Boulevard
PUD amendment and RS-15 to PUD (Adams Place PUD)**



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

CERTIFICATE OF OWNERSHIP

I (we) hereby certify that I am (we are) the owner (s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

4-14 1978 **Haynes Haven Estates, Partnership**
 Deed 64,259 81 **Andy Adams** OWNER
 29 **Ray L. Waldron** OWNER
 Partner

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the Tennessee State Health Department, Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the County Road Commissioner or the City Engineer.

4-13 1978 **W. Henry Huddleston III**
 Date REGISTERED ENGINEER OR SURVEYOR

CERTIFICATE OF THE APPROVAL OF STREETS AND UTILITIES

I hereby certify that the streets, utilities, power pole locations and other improvements have been installed in an acceptable manner and according to city (county) specifications in the subdivision entitled:

SECTION I HAYNES HAVEN ESTATES
 or (2) that a security bond in the amount of \$_____ has been posted with the planning commission to assure completion of all required improvements in case of default.

6-6 1978 **E. J. Adams** CITY MANAGER
 6-5 1978 **Earl C. Caldwell** CITY ENGINEER
 4-17 1978 **William C. Phillips** POWER SYSTEM OFFICIAL
 4-14 1978 **Joe L. Spaul** SOUTH CENTRAL BELL

CERTIFICATE OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS

I hereby certify that the water supply and sewerage disposal utility systems installed, or proposed for installation in the subdivision plat entitled:

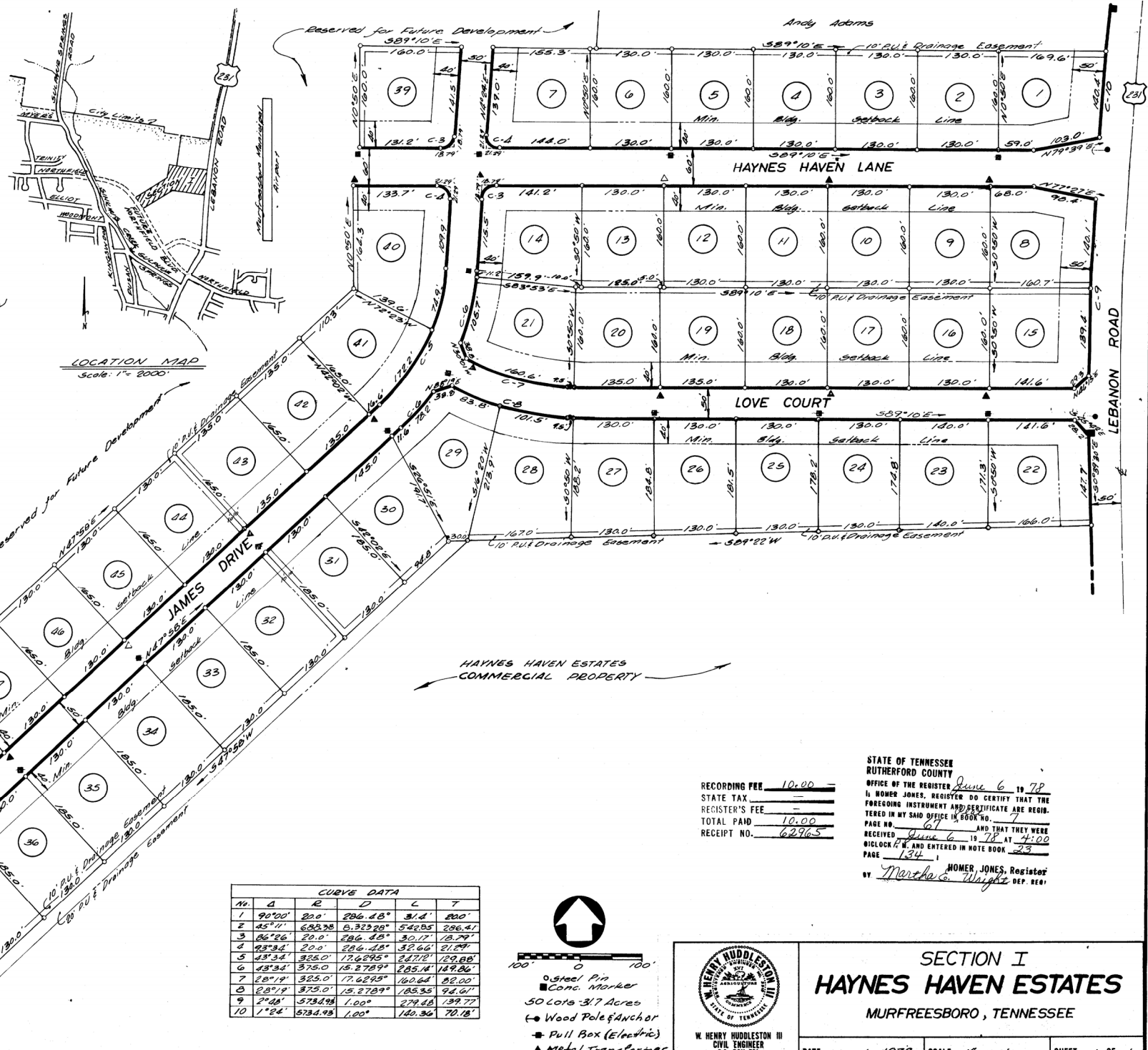
SECTION I HAYNES HAVEN ESTATES
 fully meet the requirements of the Tennessee State Health Department, and Murfreesboro Water and Sewer Department, and are hereby approved as shown.

4-14 1978 **Rutherford County Health Officer**
 Date **James O. Clark** Water and Sewer Department Official

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Registrar.

11-04-78 **Luther K. Maxwell** CHAIRMAN, PLANNING COMMISSION
 June 6 1978 **Virginia K. Dinkel** SECRETARY

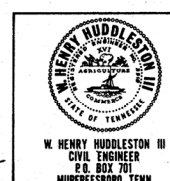


For Resubdivision of Lots 19 & 20, see Plat Book 7, page 91. For Resubdivision of Lots 31 & 50, see Plat Book 8, page 144.

STATE OF TENNESSEE
 RUTHERFORD COUNTY
 OFFICE OF THE REGISTER June 6 1978
 I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 7
 PAGE NO. 67 AND THAT THEY WERE RECEIVED June 6 1978 AT 4:00 O'CLOCK P.M. AND ENTERED IN NOTE BOOK 23
 PAGE 134
 HOMER JONES, Register
 by *Martha G. Wright* DEP. REG.

RECORDING FEE 10.00
 STATE TAX -
 REGISTER'S FEE -
 TOTAL PAID 10.00
 RECEIPT NO. 62965

- Steel Pin
- Conc. Marker
- 50 Lots 31/7 Acres
- Wood Pole & Anchor
- Pull Box (Electric)
- Metal Transformer
- Street Light Pole



SECTION I
HAYNES HAVEN ESTATES
 MURFREESBORO, TENNESSEE

DATE March 1978 SCALE 1"=100' SHEET 1 OF 1

March 30, 1995

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:30 p.m. on Thursday, March 30, 1995, with Mayor Joe B. Jackson present and presiding and with the following Council Members present and in attendance, to-wit:

Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross

Council Member Kevin Wax was absent and excused from the first part of this meeting but arrived later.

The following representatives of the city were also present:

Roger G. Haley, City Manager
Jim Penner, City Recorder
Thomas L. Reed, Jr., City Attorney
Melissa Wright, Chief Accountant
Doyle O'Brien, Assistant Police Chief
Darryl Anderson, Cable TV Coordinator
Joseph Aydelott, Planning Director
Joe Kirchner, Water and Sewer Director
Billy M. Stacey, Project Coordinator/
Public Works Department
John Minter, Community Development Director
Dennis Rainier, Parks and Recreation Director
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Council Member W. Richard Reeves commenced the meeting with a moment of silence followed by Mr. Billy Stacey, Public Works Project Coordinator, leading those present with the Pledge of Allegiance.

Mayor Jackson announced that the first item on the agenda is to approve the Consent Agenda:

- 1) Letter of recommendations from the Police Commissioner with regards to bids for uniforms.
- 2) Letters of recommendations from the Traffic Director with regards to:
 - a) Greenland Drive Improvement Project;
 - b) Signalization of Haynes Drive and Thompson Lane intersection;
 - c) Signalization of Cason Lane Extended and Highway 99 intersection;
 - d) Geometric improvements of Highway 99 and Bridge Avenue intersection.

(Put letters here.)

APR 20 1995

Item No. 2-C, Page No. 1, Of 10

Mr. Robinson made a motion to approve the Consent Agenda in its entirety. Mr. Bratcher seconded the motion and all members of the Council present voted "Aye".

Upon the Consent Agenda beng approved in its entirety, Mayor Jackson proceeded with the regular order of business for this meeting.

The minutes for the meetings held on February 23, 1995 and March 2, 1995 were approved as written and presented to the Council.

An ordinance rezoning an area at the corner of Bradyville Pike and South Rutherford Boulevard from Residential Single-Family Ten (RS-10) to Planned Unit Development (PUD), entitled "ORDINANCE 95-0-7 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Reeves, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along South Rutherford Boulevard from Residential Duplex (RD), Residential Single-Family Eight (RS-8) and Residential Single-Family Ten (RS-10) to Residential Multi-Family Twelve (RM-12), entitled "ORDINANCE 95-0-8 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first read-

ing on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Pittard, seconded by Mr. Bratcher. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along North Rutherford Boulevard from Residential Single-Family Ten (RS-10) to Residential Multi-Family Twelve (RM-12), entitled "Ordinance 95-0-9 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Reeves, seconded by Mr. Bratcher. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross

Nay: None

Pass: Joe B. Jackson

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance annexing an area along Old Fort Parkway, entitled "ORDINANCE 95-0-10 to annex certain territory and to incorporate same within the Corporate boundaries of the City of Murfreesboro, Tennessee," which passed first reading on March 16,

1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Bratcher, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance zoning an area along Old Fort Parkway to Commercial Highway (CH), entitled "ORDINANCE 95-0-11 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Bratcher, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along Memorial Boulevard and Haynes Drive from Residential Multi-Family Twelve and Commercial Highway to a Planned Unit Development, entitled "ORDINANCE 94-0-55 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of

Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on October 20, 1994 and second reading on October 27, 1994, was read to the Council and offered for passage on third and final reading.

Mr. Ted LaRoche, Jr., representing National HealthCare LP, informed the Council that to-date permission has not been granted by the State of Tennessee to install a light at the major entrance of the proposed development across from Airport Road. It is the position of National HealthCare LP that this complex will offer \$20 Million plus to the city and county tax rolls and, if by January 1, 1997, the state has not granted permission, they feel this date should terminate their obligation. They may continue their efforts in requesting approval; however, National HealthCare LP does not want to be caught in a situation whereby a change in circumstances beyond their control finally tips the balance in the eyes of the state thus causing National HealthCare LP and its residents to be responsible. Mr. LaRoche made reference to the commercial property across the street and stated that the only thing preventing this development from moving forward is the completion of the drainage plan which is being solved by the capital expenditures NHC is making in this development.

Mr. Reeves felt the total project would be built out by January, 1998 and requested that National HealthCare LP consider extending their obligation to January, 1998 with the understanding that commercial properties in close proximity would be required to participate in the cost of signalization once approved by the state. Mr. Reeves felt signalization was very important to the residents of this project, and a one-year extension might give the time needed in working with the state.

Mr. LaRoche agreed to obligate through January, 1998 with a "Gentle Person's Agreement" with the condition that, if commercial development occurs in such manner as to change the state's position during this time-frame, the Council and Planning Commission would consider pro-rating the cost. He informed the Council of National HealthCare LP changing its name to "NHC".

Mayor Jackson commended NHC on their continuous efforts to respond in every way to the concerns everyone has had. It is without a doubt that traffic will increase as a result of plans for the airport, lighting of the soccerfields thus increasing activity, and development on the east side of Memorial Boulevard which will be a contributing factor to receiving approval from the state by January, 1998 and NHC fulfilling its commitment to signalization. In view of all the demands anticipated, it is requested that the time be extended to January, 1998 at which time, if the state does not approve the traffic signal, NHC will be removed from their responsibility and the city would proceed from there; however, if the state accepts the recommendation, NHC would be responsible for the cost of installing the traffic signal.

The City Manager stated that the need for a traffic signal is based upon traffic counts and movements which, at this time, do not meet the criteria as established by the State of Tennessee.

Mr. Reeves made a motion requesting that the minutes reflect the Mayor's comments to incorporate signalization to January, 1998 and further to approve ORDINANCE 94-0-55 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee to rezone an area along Memorial Boulevard and Haynes Drive from Residential Multi-Family Twelve (RM-12) and Commercial Highway (CH) to a Planned Unit Development (PUD) on third and final reading. Mr. Pittard seconded the motion and upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Jack Ross
Joe B. Jackson

Nay: None

Pass: Woody Robinson

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance, entitled "ORDINANCE 95-0-23 amending Murfreesboro City Code Sections 33-2 and 33-50 dealing with water

connection fees and sewer connection fees for car washes," was read to the Council and offered for passage on first reading upon motion made by Mr. Pittard, seconded by Mr. Ross. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

The following letter of recommendations from the Public Works Project Coordinator was presented to the Council:

(Put letter dated March 28, 1995 here regarding bridge safety improvements.)

The Project Coordinator corrected Amendment No. 515 to read Amendment No. 516 and requested that Resolution 95-R-4 be corrected to reflect same.

RESOLUTION 95-R-4 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-4 here approving Agreement No. 516 with the State of Tennessee for bridge improvements on Manson Pike.)

RESOLUTION 95-R-5 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-5 here approving Agreement No. 517 with the State of Tennessee for bridge safety improvements on Haynes Dr.)

RESOLUTION 95-R-6 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher
John Pittard
W. Richard Reeves
Woody Robinson
Jack Ross
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-6 here approving Agreement No. 518 with the State of Tennessee for bridge safety improvements on Old Salem Pike, Sanbyrn Drive and Bridge Avenue.)

The following letter of recommendations from the Community Development Director was presented to the Council:

(Put letter dated March 27, 1995 here regarding payment of rent under HOME Program for 421 S. Academy St. and 445 South Kings Hwy.)

Mayor Jackson expressed concern with utilizing the funds for rent when they could be applied toward the needs of other homeowners. Mr. Ross felt the system should require some sweat equity or some type of provision that would require more participation by the recipient. The Community Development Director indicated he had addressed recapturing some of these monies, but state regulations will not allow it; however, under the rehab program, it can be designed in such manner as to recoup some of the money from the homeowner. He indicated that the incomes of the homeowners being considered cannot afford rent and need a place to live during the reconstruction period. Even though this program will pay moving expenses, he would not be coming back to Council with this request. Mr. Reeves asked the Community Development Director to provide an outline of the guidelines for expenses that can be incurred under the HOME Program besides moving and rent. The Community Development Director concurred with the request.

Mr. Bratcher made a motion to approve four months rent up to \$420 per month for the homeowners residing at 421 S. Academy Street and 445 Kings Highway as recommended by the Community Development Director. Mr. Pittard seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the Community Development Director was presented to the Council:

(Put letter dated March 28, 1995 here regarding down payment assistance for 434 Westgate Boulevard.)

Mr. Bratcher made a motion to approve a grant in the amount of \$4,792 for down payment assistance on 434 Westgate Boulevard as recommended by the Community Development Director. Mr. Robinson seconded the motion and all members of the Council present voted "Aye".

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

(Put letter dated March 28, 1995 here regarding bids for Chiller Unit, Pool Pak and associated piping for Sports*Com.)

Mr. Wax arrived at this time and was present for the remainder of the meeting.

The Council addressed the high cost of the service agreements. Mr. Andrew W. Reid with Smith Seckman Reid, Inc. provided a breakdown of maintenance costs for five years on each unit explaining that the figures for the Pool Pak unit were higher because of it being a seven-year old piece of equipment which is being reconditioned back to a new state whereas the Chiller Unit is new. The total maintenance package is high because of including all parts and all labor for five years; however, Mr. Reid felt the base bid of \$121,468 was a reasonable figure for the new installation work. Payment for the maintenance packages will be paid quarterly during the year's use and will be funded from the Parks and Recreation Budget.

Mr. Robinson made a motion to approve the low bid from Advanced Commercial Refrigeration for a total cost of \$181,024 for the Chiller Unit, Pool Pak and maintenance packages as outlined by the Parks and Recreation Director. Mr. Bratcher seconded the motion and all members of the Council voted "Aye".

The following statements were presented to the Council with the recommendation of the City Manager their payment be approved:

From General Fund:

Rutherford County Schools	\$	5,421.16
Wiss, Janney, Elstner Associates, Inc.		6,282.50
Gemini Communications Inc.		2,832.84

From Solid Waste Fund:

City of Murfreesboro Risk Management Fund	61,635.00
Browning-Ferris Industries	7,088.28

From Stones River Battlefield River Trail Fund:

Lose & Associates, Inc.	2,800.00
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From Airport Improvement Fund:

Exxon Company, U.S.A.	9,190.01
-----------------------	----------

From City-County Cultural Arts Fund:

Robert S. Biscan & Company	137,867.28
Third National Bank	15,318.59

Mr. Robinson made a motion to approve payment of the statements as recommended by the City Manager. Mr. Ross seconded the motion and all members of the Council voted "Aye".

There being no further business, the meeting adjourned at 9:30 p.m.

MAYOR

ATTEST:

CITY RECORDER

ORDINANCE 00-O-05 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, and the Zoning Map of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to amend NHC's request to amend conditions of approval for Adams Place Continuing Care Retirement Community along Memorial Boulevard; NHC applicant [99-437, 000-R-05].

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 of the City of Murfreesboro, Tennessee, and the Zoning Map of the City of Murfreesboro, Tennessee, 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 condition that the access drive from Haynes Lane be gated and that only residents with cards have access by providing that each resident may have one (1) card to access the gated drive from Haynes Lane and by allowing that one (1) card to be used by a family member or a caregiver if the resident does not drive.

SECTION 2. That, from and after the effective date hereof the PUD for Adams Place and area described on the attached map be amended and shall be subject to all the terms and provisions of the zoning ordinances applicable to such PUDs and to all conditions and stipulations contained in Planning file 99-437; and, that the City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said zoning map as may be necessary.

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

PASSED AND SIGNED, this 11th day of May, 2000.

/S/ W. Richard Reeves
W. Richard Reeves, Mayor

ATTEST:

/S/ James B. Penner
James B. Penner, City Recorder

The foregoing Ordinance approved as to form,
this the 17 day of APRIL, 2000.

Thomas L. Reed, Jr.
Thomas L. Reed, Jr., City Attorney

ORDINANCE 01-O-57 amending the Zoning Ordinance and the Zoning Map of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend Adams Place Continuing Care Retirement Community PUD, Planned Unit District, described herein to allow construction of a 4,888 square feet administrative office building accessory; National Healthcare Corp. applicant [2001-420, 001-R-57].

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 of the City of Murfreesboro, Tennessee and the Zoning Map of the City of Murfreesboro, Tennessee 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 amend Adams Place Continuing Care Retirement Community PUD, Planned Unit District, described herein to allow construction of a 4,888 square feet administrative office building accessory.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as PUD to allow construction of a 4,888 square feet administrative office building accessory, as indicated thereon and shall be subject to (i) all the terms and provisions of said Ordinances applicable to such districts, (ii) the plans and specifications filed by the applicant, and (iii) the conditions and stipulations set forth in the minutes of the Planning Commission relating to File 2001-420. The City Planning Commission be and it 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 PUD to allow construction of a 4,888 square feet administrative office building accessory, as indicated on the attached map.

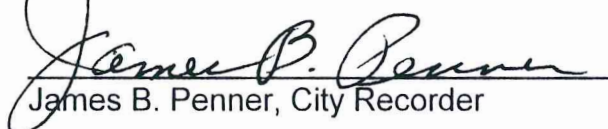
SECTION 3. That this Ordinance take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

PASSED AND SIGNED, this 20th day of September, 2001.



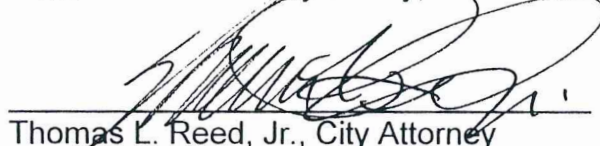
W. Richard Reeves, Mayor

ATTEST:

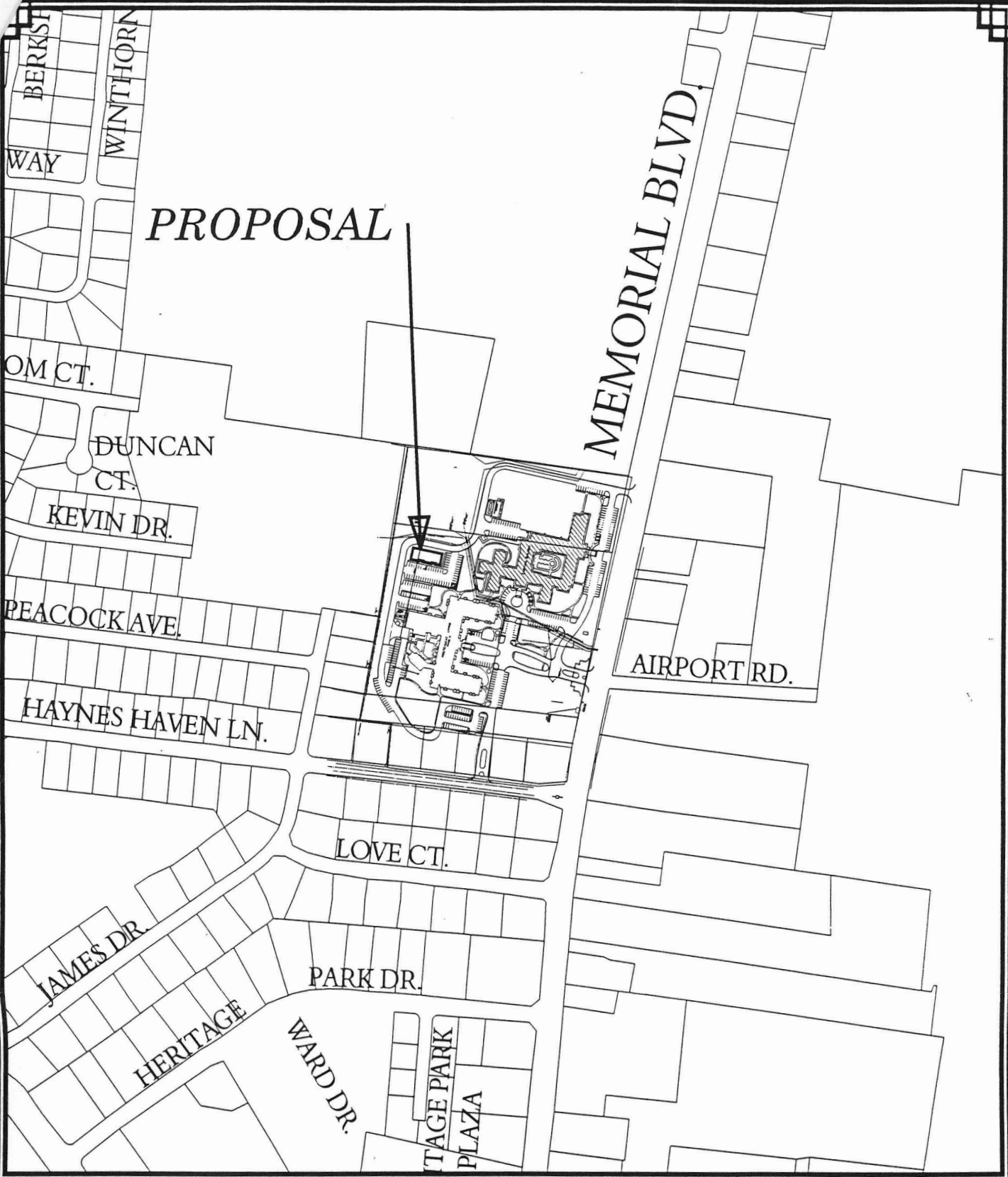


James B. Penner, City Recorder

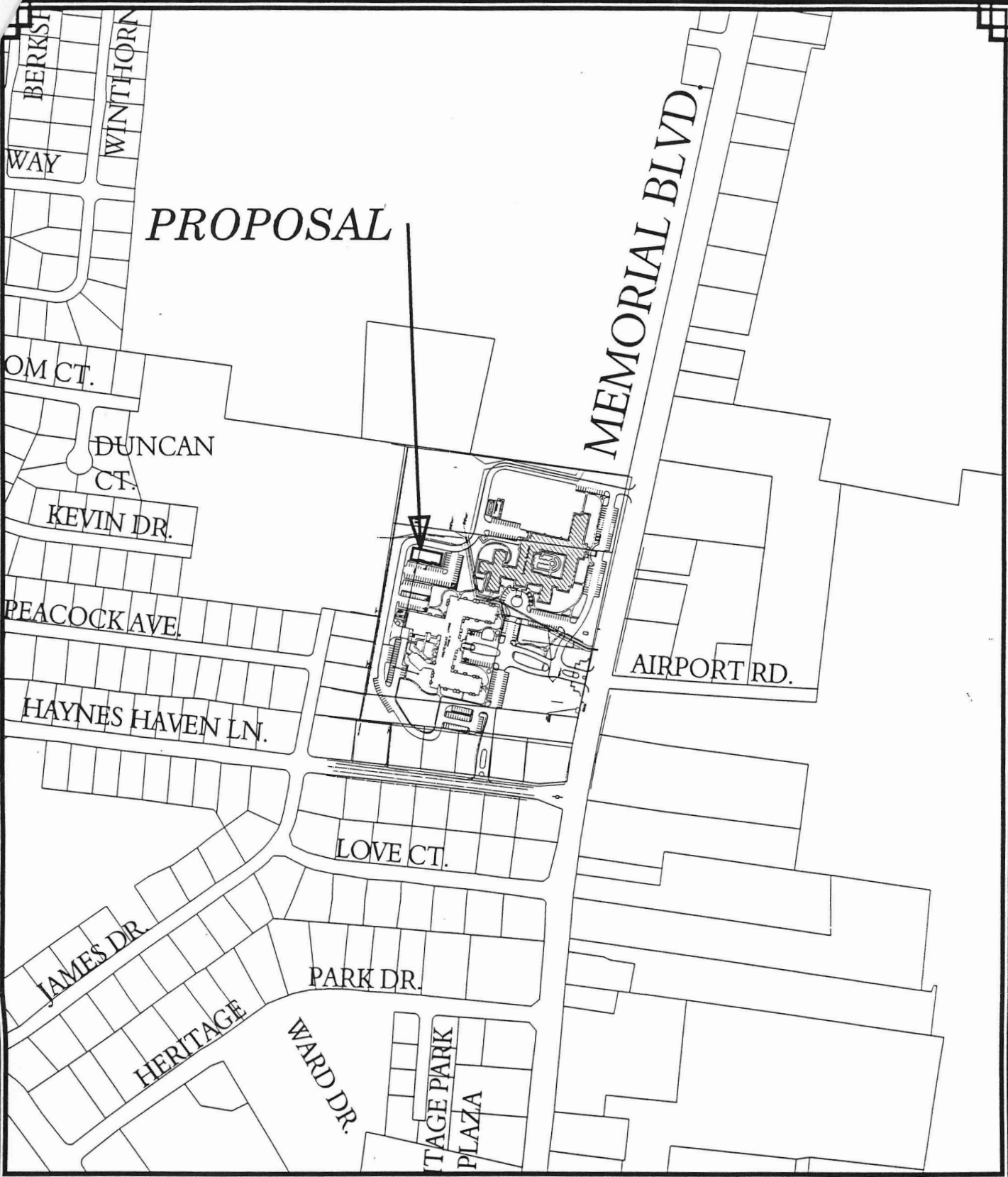
The foregoing Ordinance approved as to form, this the 20th day of July, 2001.



Thomas L. Reed, Jr., City Attorney



PROPOSAL

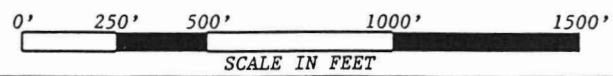


MURFREESBORO
PLANNING & ENGINEERING DEPARTMENT

Proposed PUD Amendment



June 2001



SUSAN STACEY CARNOUGH

STATE OF TENNESSEE)
 : SS
RUTHERFORD COUNTY)

I, the undersigned, **JAMES B. PENNER**, do hereby certify that I am the duly appointed City Recorder of the City of Murfreesboro, Rutherford County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of Ordinance 01-O-57 passed by the City Council of said City on first reading on August 23, 2001, on second reading on September 6, 2001, and on third and final reading on September 20, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the Corporate Seal of said City this the 21st day of September, 2001.



James B. Penner, City Recorder

(S E A L)



City of Murfreesboro
Planning and Engineering Department
 111 W. Vine Street, P.O. Box 1139
 Murfreesboro, TN 37133-1139
 (615) 893-6441 Fax (615) 849-2606
 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Andy Clark, AdamsPlace LLC (NHC)

Address: P.O. Box 1398 **City/State/Zip:** Murfreesboro, TN 37133-1398

Phone: 615.545.7626 **E-mail address:** aclark@nhccare.com

PROPERTY OWNER: Same as applicant

Street Address or property description: Same as applicant

and/or Tax map #: 80 **Group:** - **Parcel (s):** 53.01

Existing zoning classification: PUD/RS-15

Proposed zoning classification: PUD **Acreage:** 22+/- AC

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree

E-mail: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): J. Andrew Clark

DATE: July 14, 2022

*****For Office Use Only*****

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____

7.13.2022

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

Re: Rezoning Request

Described as Tax Map 80, Parcel 10,11,12,53.01 consisting of 22 +/- ac. to be rezoned from RS-15/PUD to PUD. The property is located at 1927 Memorial Blvd.

Dear Mr. Greg,

On behalf of our client, Adams Place, we hereby request the rezoning of the property identified by tax map 80 and parcel 10,11,12,53.01, consisting of approximately 22+/- acres from RS-15/PUD to PUD. The purpose for this rezoning is to build 53 multi-family units on the southeastern corner of the current site.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA



January 10, 2023

Margaret Ann Green
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: AdamsPlace PUD
PUD Book Summary of Changes

Dear Margaret Ann:

We have reviewed your comments on the above referenced PUD rezoning and we have revised the PUD book accordingly. Revisions have been outlined below.

Program Book revisions

Development Services – Planning

Margaret Ann Green, 615.893.6441, mgreen@murfreesborotn.gov

Cover Sheet: Updated Submission date and added graphic.

Sheet Index: Update sheet names

Page 1: Updated Project Summary to reflect 53 units and 15 units per 3-story building.

Page 13: Updated Site Plan with revised 1- and 2- story multi-family home layouts. Haynes Haven access gate note was change to be “controlled electronically”.

Page 15: Updated 1- and 2-story detached family unit elevations.
These buildings were redesigned as alternating 1- and 2- story.

Page 18: Updated graphics with revised 1- and 2- story multi-family home layouts.

Page 19: Renamed sheet to “Amenity Center Concept Plan”.

Page 20: Updated graphics with revised 1- and 2- story multi-family home layouts and associated sidewalk.

Page 21: Updated Landscaping Plan with revised 1- and 2- story multi-family home layouts.

Page 22: Updated Buffer/setback elevations to include sidewalks.

Page 23: Updated Parking graphics and calculations.

Page 28: Updated plan with revised 1- and 2- story multi-family home layouts.

Page 29: Updated plan with revised 1- and 2- story multi-family home layouts.

Page 30: Updated perspective graphics.

Page 31: Updated perspective graphics.

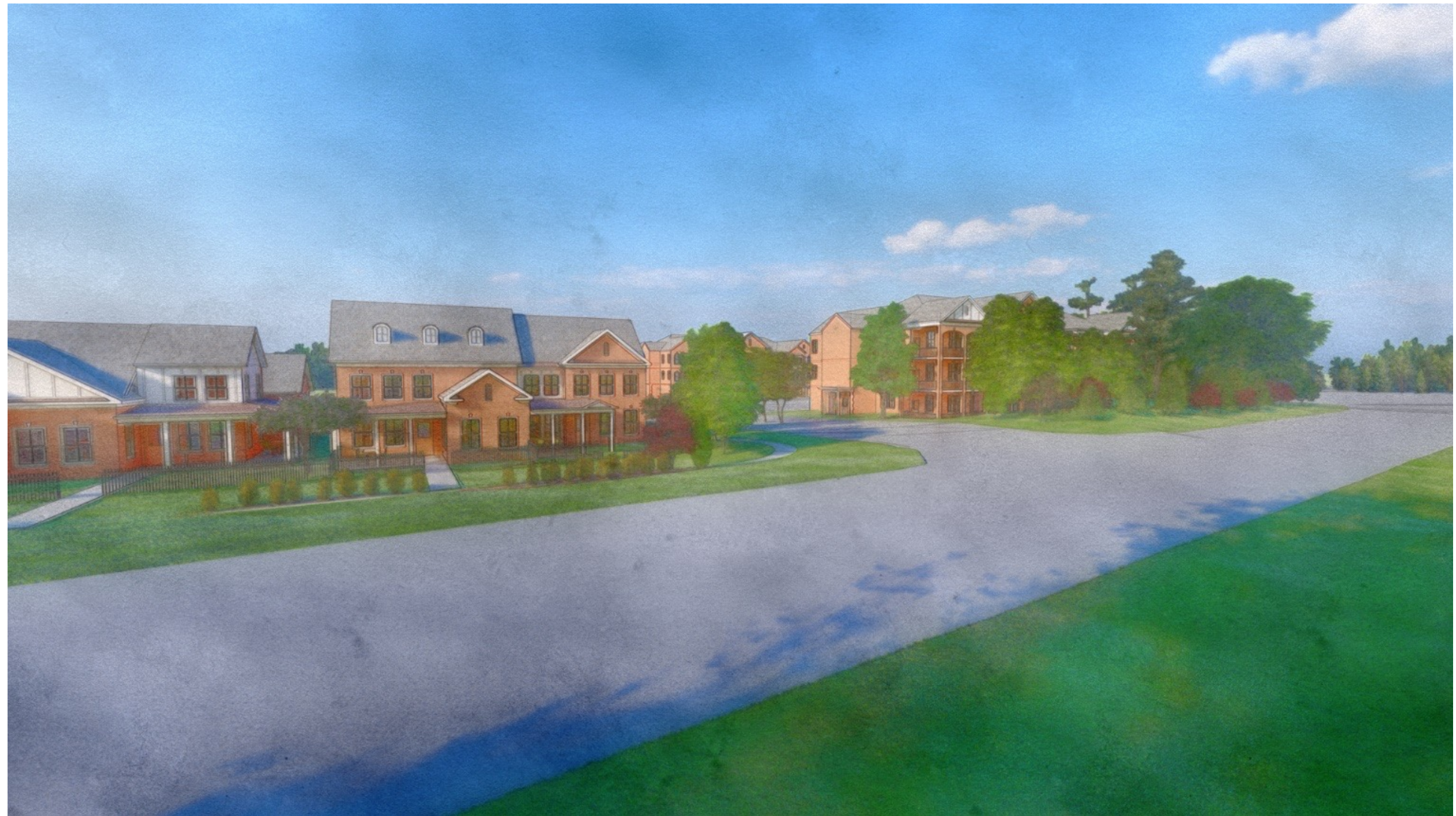
Page 32: Renamed sheet as "Optional".

Should you need any clarification concerning the plans or our revisions, please feel free to contact us at 615.893.4084.

Sincerely,

A handwritten signature in black ink, appearing to read "Clyde R.", with a long horizontal flourish extending to the right.

Clyde Rountree, Planner
Huddleston-Steele, Engineering, Inc.



ADAMS PLACE

JOHNSON+BAILEY ARCHITECTS P.C.

HS HUDDLESTON- STEELE
ENGINEERING, INC.

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

AdamsPlace – Active Senior Living

SUBMITTED MARCH 11, 2024 FOR THE MARCH 21, 2024 CITY COUNCIL MEETING

AdamsPlace – Active Senior Living

PLANNED UNIT DISTRICT

SHEET INDEX

1. Development Team & Project Summary
2. Zoning Map
3. Utility Map: Water
4. Utility Map: Sewer
5. Roadways
6. Topography and Soils
7. Easement and Stormwater Infrastructure
8. Aerial Map
9. Existing Conditions
10. Existing Conditions (Cont'd)
11. Existing Conditions (Cont'd)
12. Existing Conditions (Cont'd)
13. Conceptual Site Plan
14. Elevations: Amenity Center
15. Elevations: 1- & 2-story Multi-family Units (Attached Single Family Dwellings)
16. Elevations: 3-story Multi-family Units (Active Senior Living Units)
17. Materials: Existing vs New
18. Amenity Plan
19. Amenity Center Concept Plan
20. Sidewalks and Connectivity
21. Conceptual Landscape Plan
22. Elevations: Landscape Buffer/Setback
23. Parking
24. Development Standards
25. Development Standards
26. Development Standards
27. Original Site Reference Plan
28. Overall Parking Reference Plan
29. Topography Reference Plan
30. Haynes Haven Lane Perspectives
31. Haynes Haven Lane Perspectives
32. Optional Covered Parking Elevations



PROJECT SUMMARY

AdamsPlace has been serving the senior community in Murfreesboro for 50 years. Considered as one of the premier senior living communities in the region, AdamsPlace desires to expand their services offered by adding 53 new Multi-family Units. All new units are intended and operated for occupancy by persons 55 years of age or older. By offering this product type, AdamsPlace will provide new residents the opportunity to live on the campus through the duration of their lives without having to relocate from the campus. The new buildings will be complementary aesthetically with the existing campus. The project consists of three new 3-story Multi-family Units (Active Senior Living) with 15 units per building, Four new buildings with 1-story and 2-story units (Attached Single Family Dwellings) with small courtyards and one new Amenity Center to be utilized by the entire AdamsPlace community. New green space, landscaping, sidewalks and additional parking will be incorporated with the existing campus.

OWNER / DEVELOPER

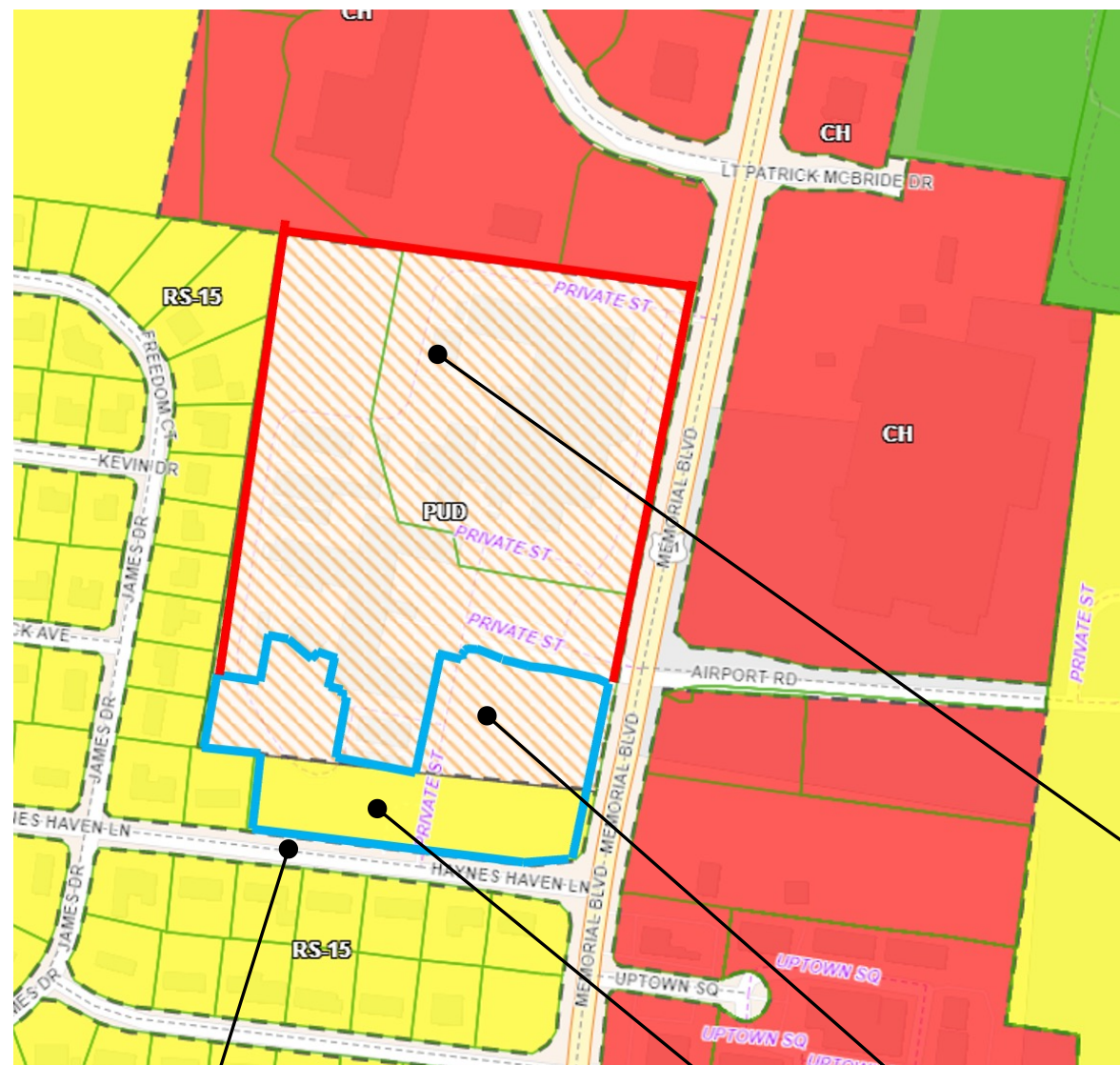
AdamsPlace, LLC
Andy Clark
100 E. Vine Street
Murfreesboro, TN 37130
aclark@nhccare.com

PLANNING AND ENGINEERING

Huddleston-Steele Engineering, Inc.
Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, TN, 37129

ARCHITECT

Johnson + Bailey Architects, PC
Keaton Pettit, AIA
100 E. Vine St., Ste. 700
Murfreesboro, TN 37130



THE SUBJECT PROPERTY

The subject property is currently zoned PUD and RS-15. Properties to the south and west are zoned CH (front 42', side 5'). The zoning request is to amend the existing PUD and add the RS-15 (front 40', side 12.5') portion of the subject property to the PUD.

Total Site :	22.5 AC
Existing RS-15:	108,466 SF = 2.5 AC (Previous 5 lots)
Existing PUD:	16.6 AC
Developed:	256,327 SF = 5.9 AC

EXISTING SITE

HAYNES HAVEN LANE

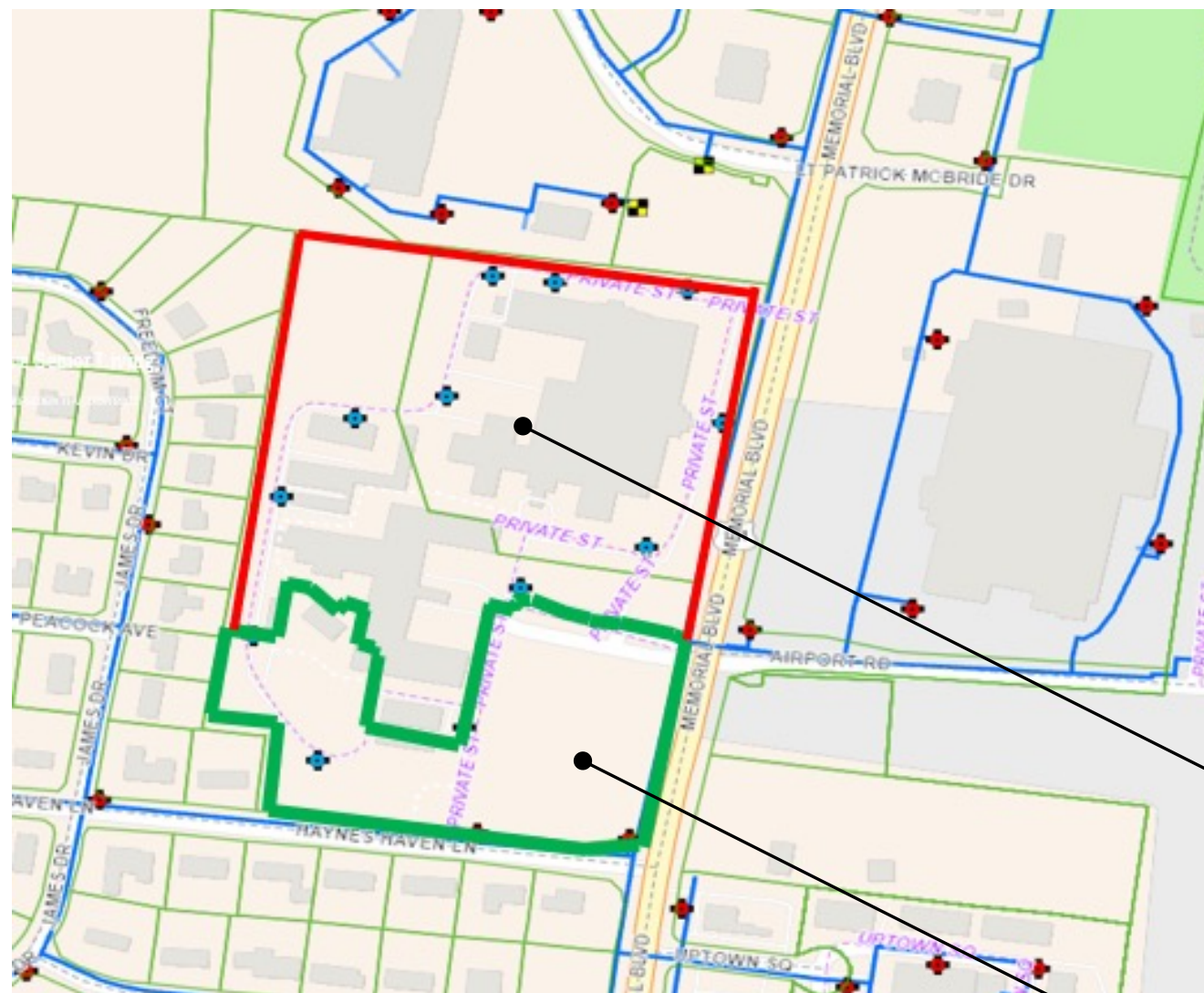
AREA OF NEW DEVELOPMENT



RS-15

THE SUBJECT PROPERTY

- Murfreesboro Water Resource Department
- 10” Ductile iron water line on Haynes Haven Lane and a 20” water line on Memorial Blvd.
- The existing water lines will be utilized for this development.
- Existing Campus has a 10” fire main with 12 private and public fire hydrants.
- New fire hydrants will be added as required.
- Domestic water will be from existing 10” main on Haynes Haven Lane with a master meter for the 3-story Multi-family Units (Active Senior Living) and individual meters for each 1- & 2-story Multi-family Units (Attached Single Family Dwellings).

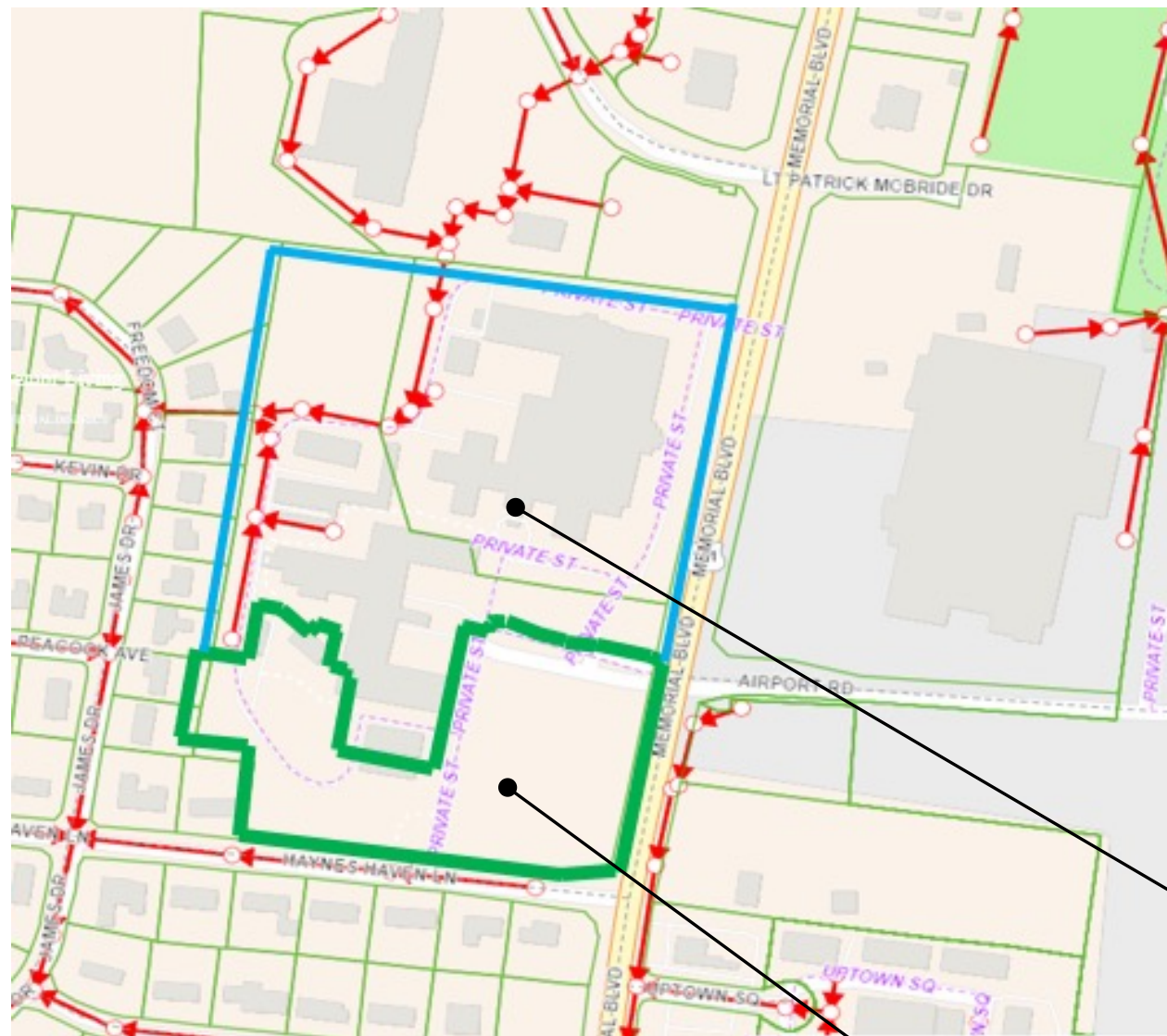


LEGEND

WATER ———

EXISTING SITE

AREA OF NEW DEVELOPMENT



THE SUBJECT PROPERTY

- Murfreesboro Water Resources
- Sewer Line Sizes are 8” on Haynes Haven and 10” on Memorial Blvd.
- The Sewer Variance was approved on June 23, 2022 by City Council for additional Units.
- The new 3-story Multi-family Units (Active Senior Living) typical family household is smaller than an average household, thus reducing the sewer usage.
- Sewer service will be extended from existing private 8” main to serve new Units.

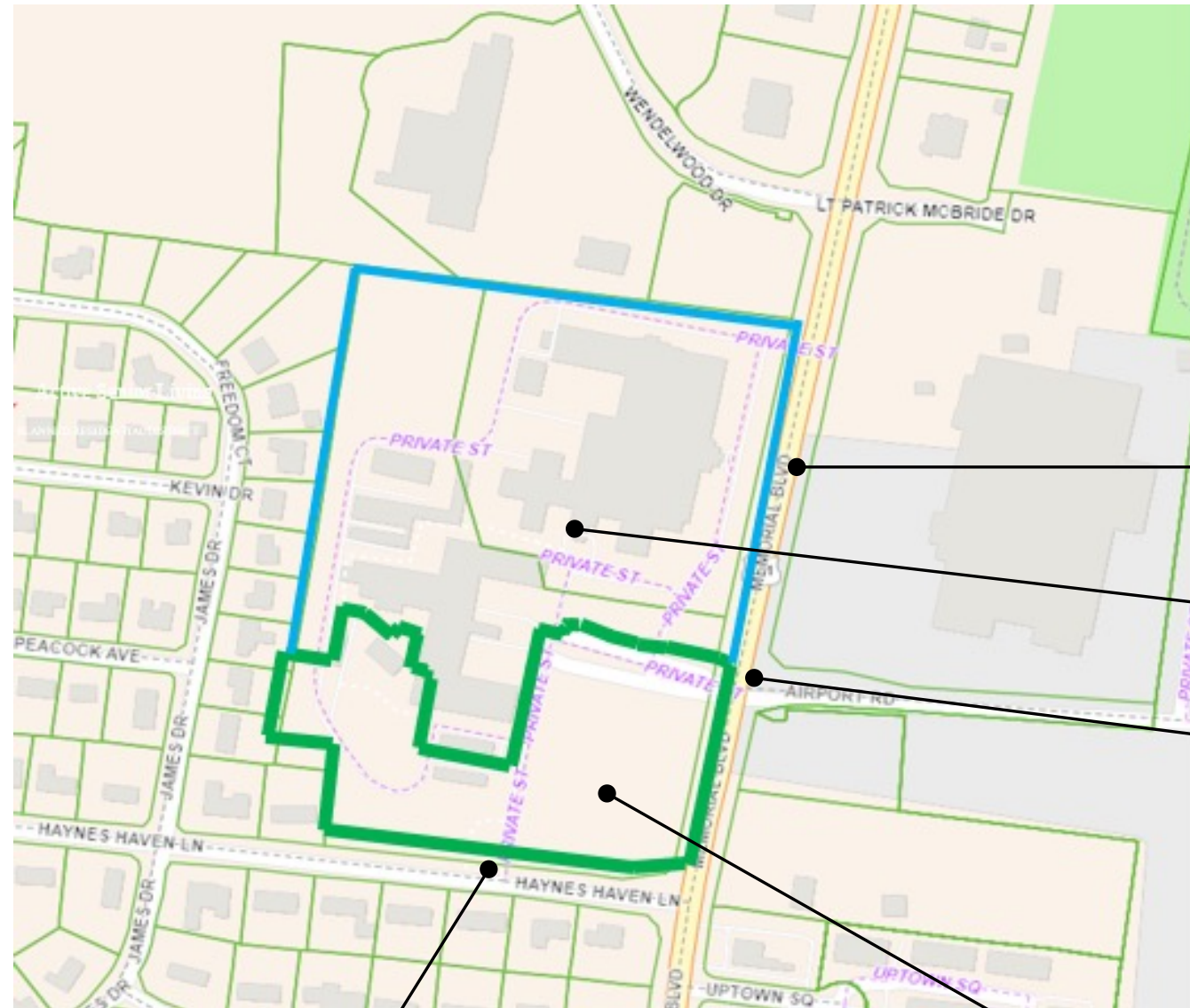
LEGEND

SEWER 

EXISTING SITE 

AREA OF NEW DEVELOPMENT 





THE SUBJECT PROPERTY

- The Property is served by Memorial Blvd and Haynes Haven Lane.
- The residents typically only have one car per unit.
- Existing access on Memorial and Haynes Haven Lane will be controlled for AdamsPlace residents only.

**MEMORIAL BLVD
(STATE HWY):
5 LANES**

EXISTING SITE

**TRAFFIC SIGNAL
AT EXISTING
ENTRANCE**

LEGEND

- RESIDENTIAL SUB COLLECTOR
- MAJOR ARTERIAL

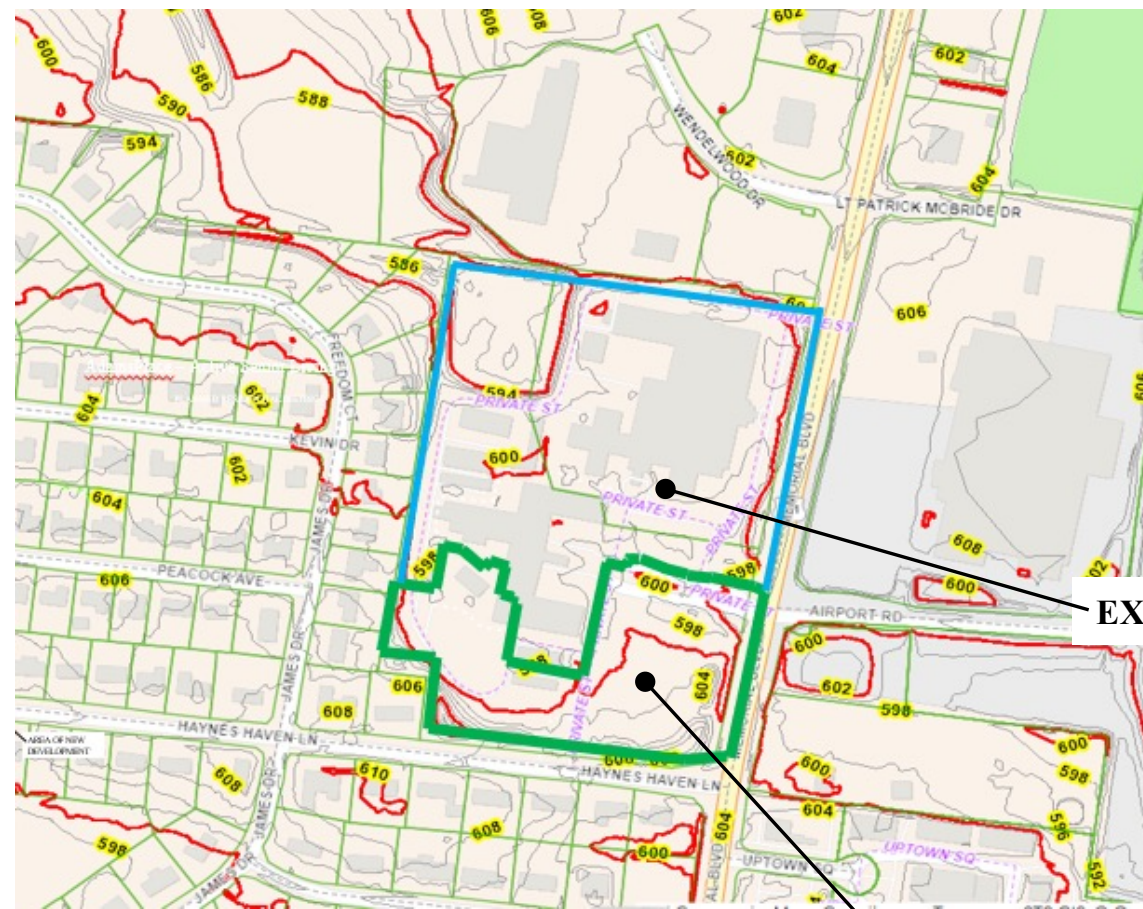


**HAYNES HAVEN LANE
EXISTING ENTRANCE**

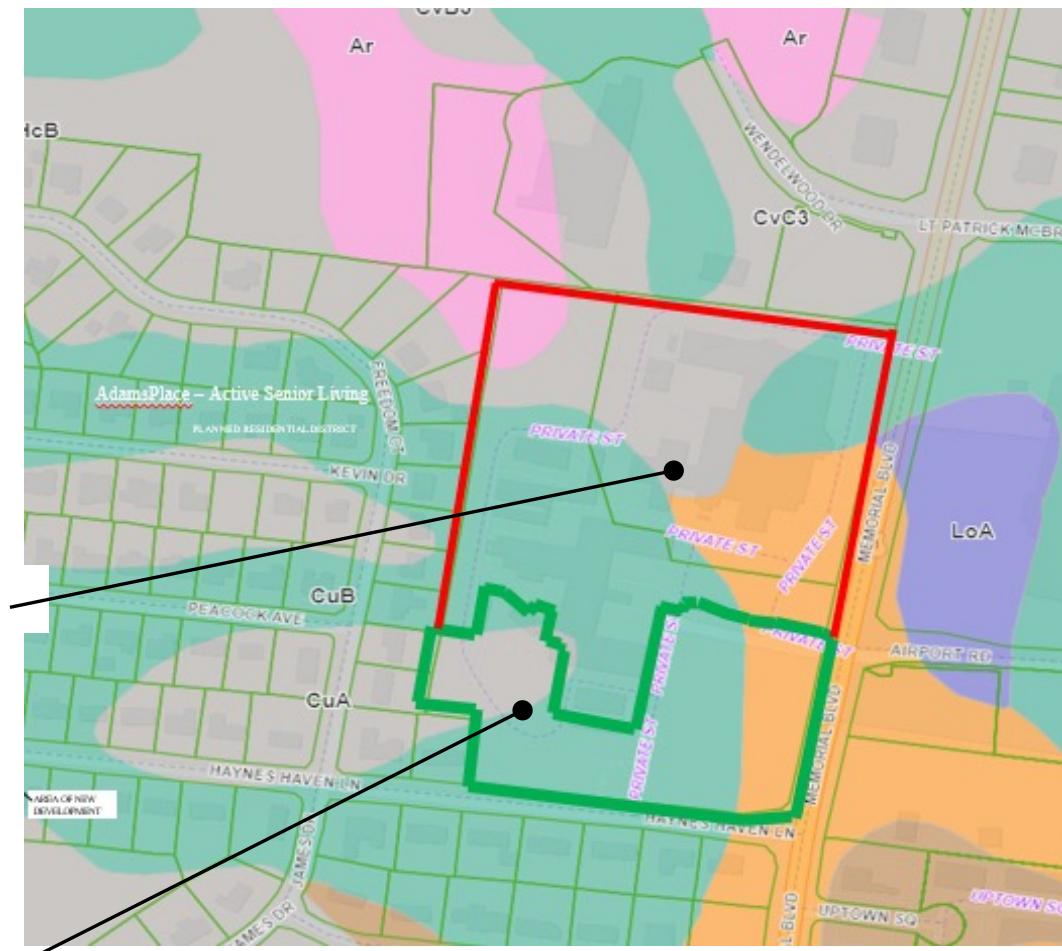
**AREA OF NEW
DEVELOPMENT**

THE SUBJECT PROPERTY

The subject property has slight grade change in the locations where the majority of the buildings will be placed. The site slopes on the southern property line which will be compensated for by using a series of retaining walls.



TOPOGRAPHY



SOILS

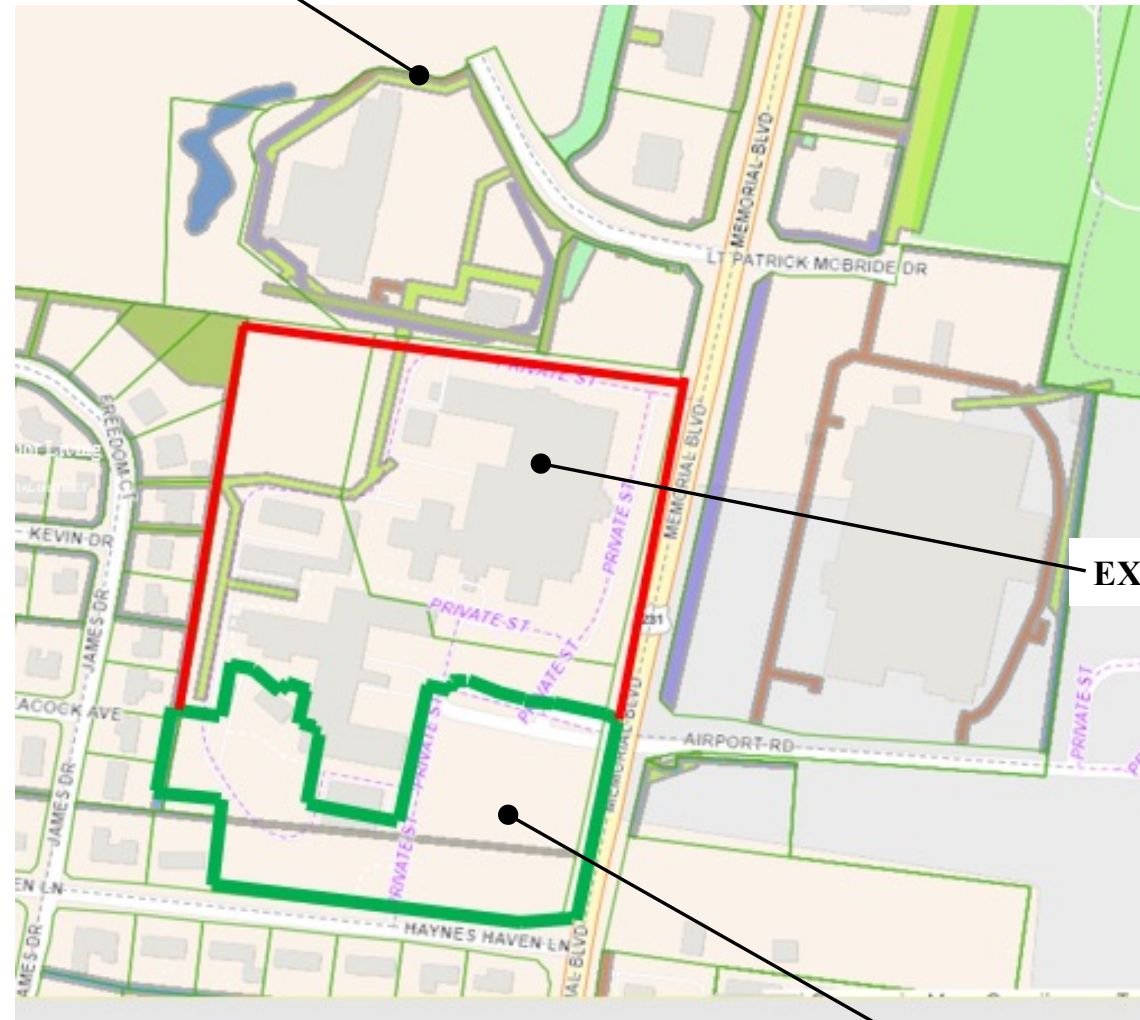
EXISTING SITE

AREA OF NEW DEVELOPMENT

THE SUBJECT PROPERTY

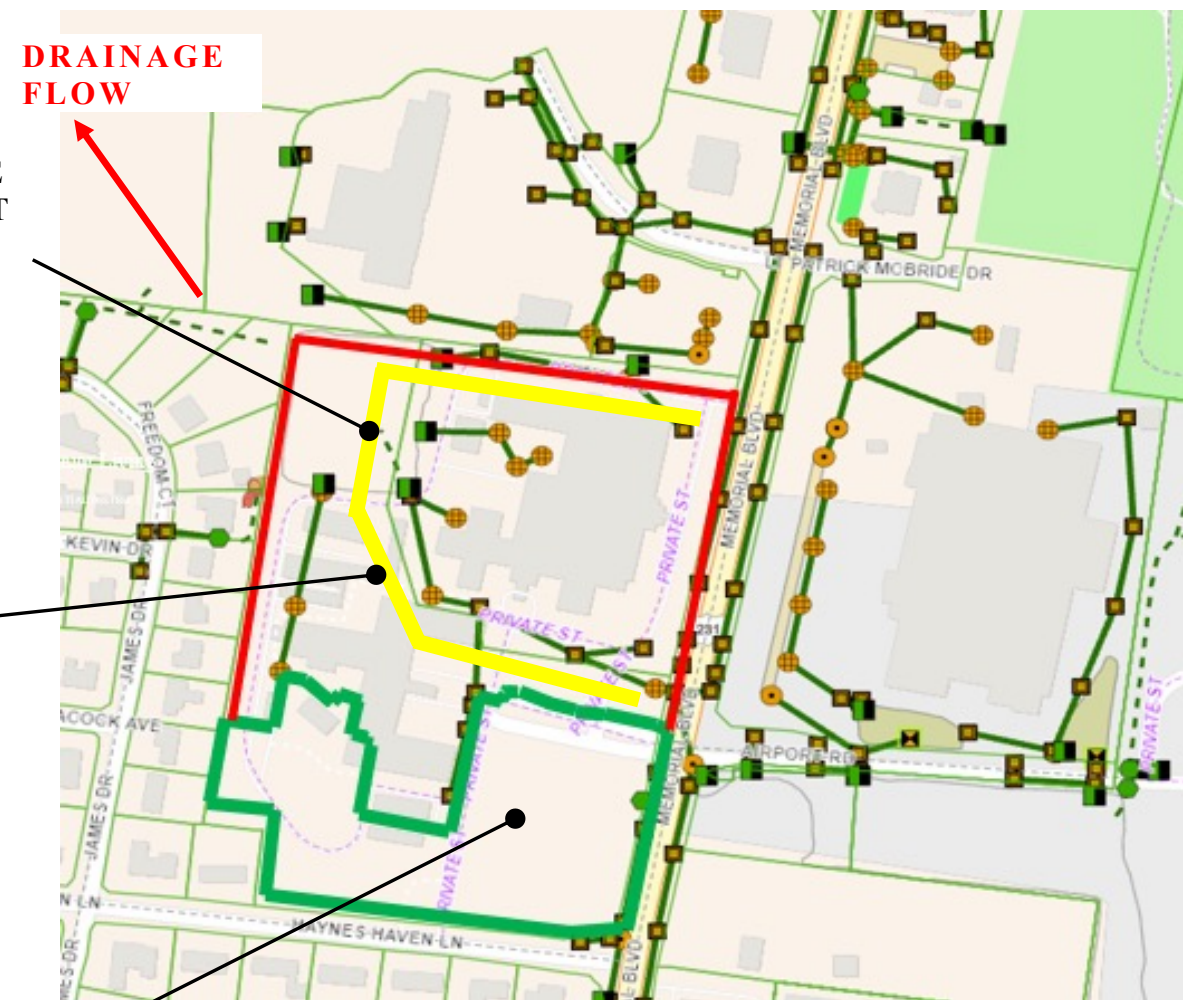
- No easements are currently impacting the subject property to be developed.
- Stormwater infrastructure is located on Memorial Blvd., along the north property line.
- New stormwater infrastructure will convert to existing on site that draws to existing detention in NW corner of property.
- This property is within the 231 Drainage Basin and will adhere to the requirements of the study.
- The MTE underground power line that is located within the area of new development will be rerouted as part of the site plan design.

**EASEMENTS
SHOWN IN
LIGHT GREEN**



EASEMENTS

**EXISTING
DRAINAGE
EASEMENT**



STORMWATER

EXISTING SITE

**AREA OF NEW
DEVELOPMENT**



SPROUTS

BANK

WALMART

THE SUBJECT PROPERTY

- The subject property is located along Memorial Boulevard, a major arterial. Adams Place utilizes a traffic signal that is located on the intersection at Memorial Blvd and Airport road.
- To the north and east are two large commercial developments.
- To the west and south are established residential neighborhoods.



EXISTING SITE

HAYNES HAVEN ESTATES

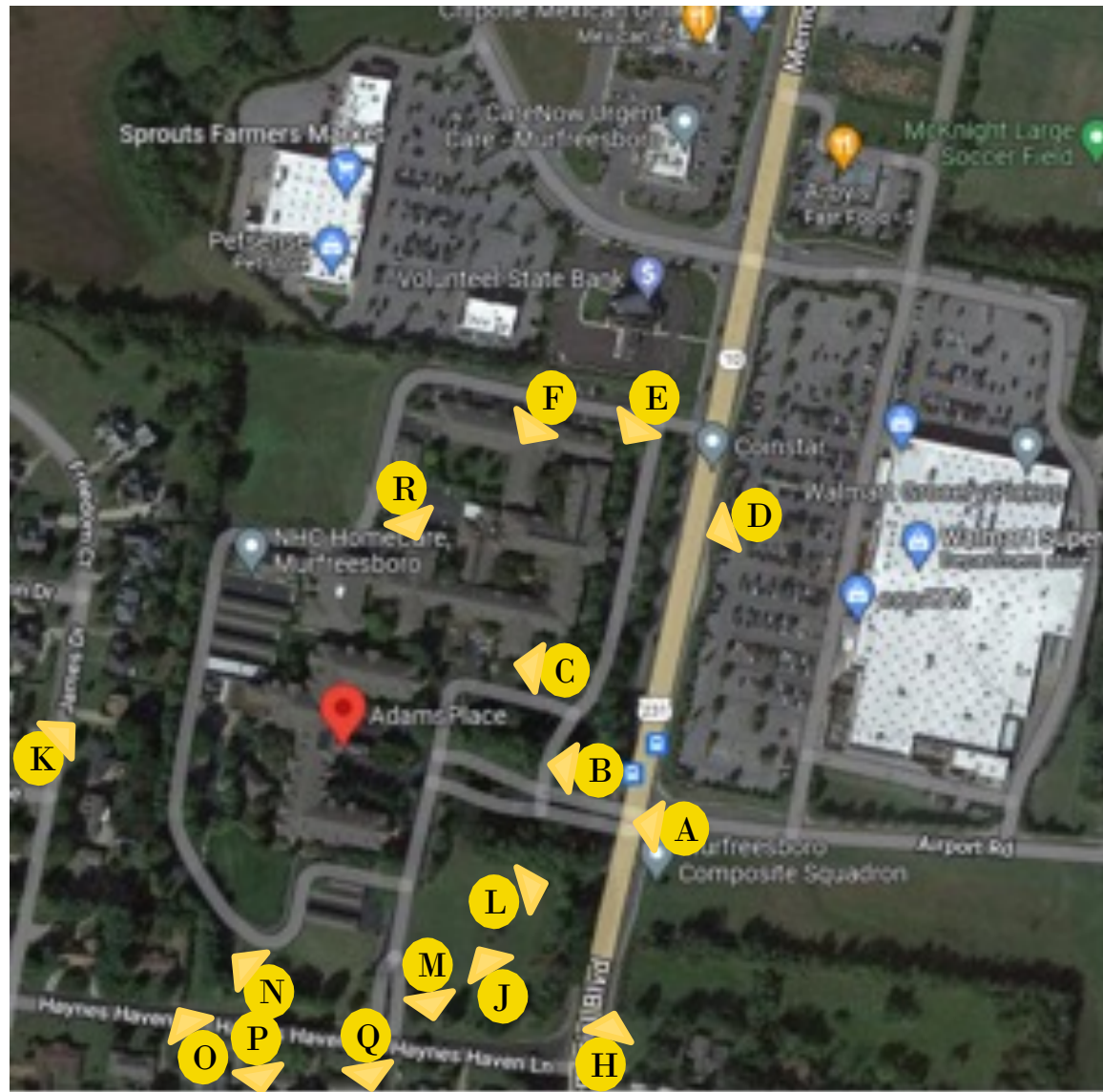
CITY OF MURFREESBORO AIRPORT

AREA OF NEW DEVELOPMENT

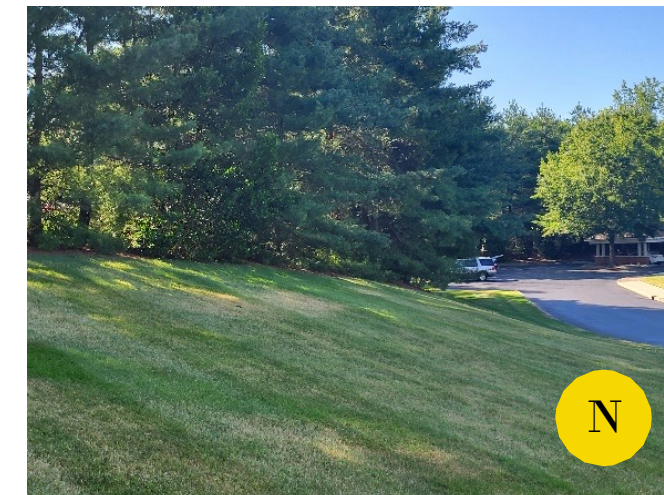


Existing Conditions

AdamsPlace – Active Senior Living









PLANNED UNIT DISTRICT



SITE DATA:

- AC Units on ends of buildings
- DENSITY: 53 Units/5.9 ACRE = 9.0 Units/ACRE
- Parking Requirements: See Parking Sheet 23.
- Solid waste will be handled at the 3-story buildings with an internal trash collection room and at the 1- & 2-story Multi-family Units (Attached Single Family Dwellings) with poly carts used for weekly private pick-up handled by internal maintenance staff.
- All new and existing buildings are sprinklered.

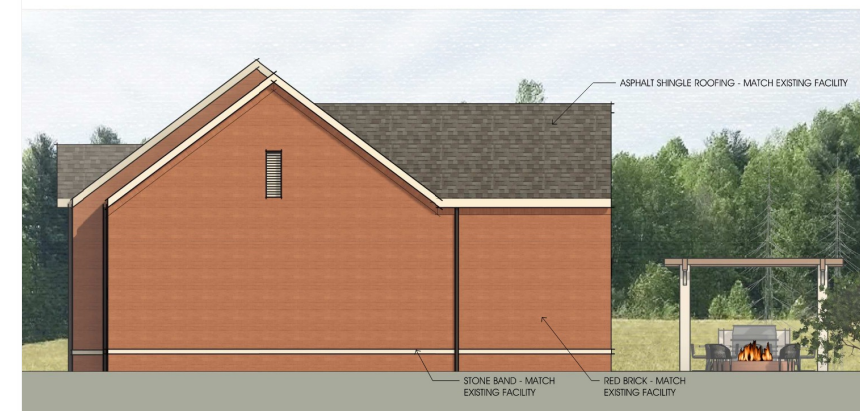


ELEVATIONS: AMENITY CENTER

AdamsPlace – Active Senior Living

PLANNED UNIT DISTRICT

23'-1"



JOHNSON+BAILEY ARCHITECTS P.C.

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

AMENITY CENTER END ELEVATION

AMENITY CENTER END ELEVATION

ELEVATIONS: 1- & 2-story Multi-family Units
(Attached Single Family Dwellings)

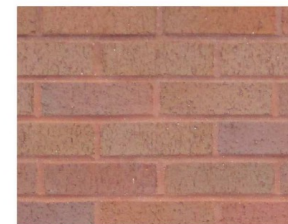
AdamsPlace – Active Senior Living

PLANNED UNIT DISTRICT



TOWNHOME ELEVATIONS - HAYNES HAVEN

MATERIAL PALLETTE



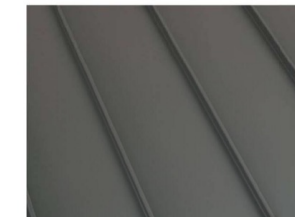
RED BRICK - MATCH EXISTING CAMPUS



ASPHALT SHINGLE ROOFING -
MATCH EXISTING CAMPUS



BOARD & BATTEN CEMENTITIOUS SIDING
(OTHER COLORS WILL BE ALLOWED)



STANDING SEAM ROOF ACCENTS -
MATCH EXISTING CAMPUS



STONE ACCENTS - MATCH EXISTING CAMPUS

ELEVATIONS: 3 STORY 3-story Multi-family Units (Active Senior Living)

AdamsPlace – Active Senior Living

PLANNED UNIT DISTRICT



ENTRY ELEVATION - 3 STORY ACTIVE SENIOR LIVING

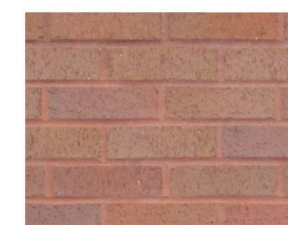


TYPICAL SIDE ELEVATION - 3 STORY ACTIVE SENIOR LIVING



REAR ELEVATION - 3 STORY ACTIVE SENIOR LIVING

MATERIAL PALLETTE



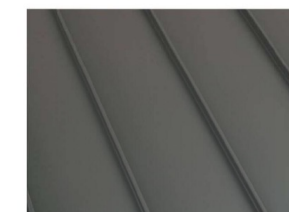
RED BRICK - MATCH EXISTING CAMPUS



ASPHALT SHINGLE ROOFING - MATCH EXISTING CAMPUS



BOARD & BATTEN CEMENTITIOUS SIDING (OTHER COLORS WILL BE ALLOWED)



STANDING SEAM ROOF ACCENTS - MATCH EXISTING CAMPUS



STONE ACCENTS - MATCH EXISTING CAMPUS

JOHNSON+BAILEY ARCHITECTS P.C.

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

CONSISTENT ARCHITECTURAL ELEMENTS



EXISTING BUILDING EAVE DETAILS - ADAMS PLACE



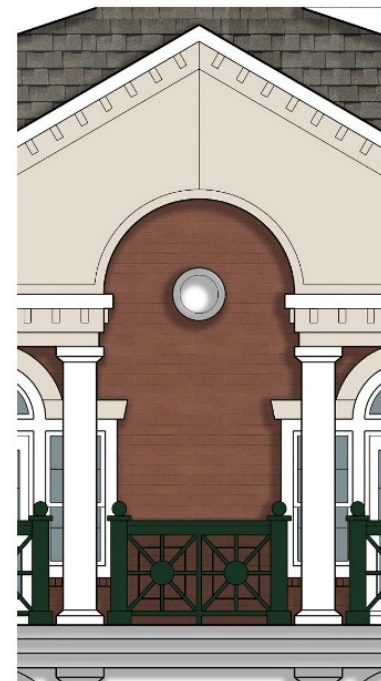
PROPOSED EAVE DETAILS



EXISTING GAS LAMP FIXTURE - ADAMS PLACE



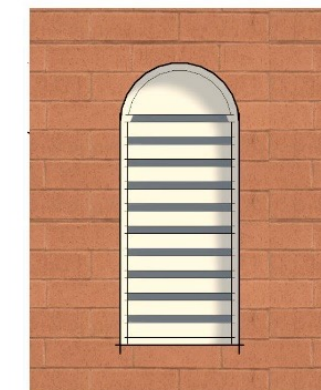
PROPOSED GAS LAMP STYLE LIGHT FIXTURE



EXISTING BUILDING ARCH DETAILS - ADAMS PLACE INDEPENDENT LIVING



PROPOSED ARCH DETAILS





SITE DATA:

- 5.9 AC of new open space is provided.
- Open spaces add quality to the life of the Residents.
- The green space around the Amenity Center will have patio grilles and access to the existing pool for gatherings.
- The space will be landscaped to create a peaceful place for passive activities.
- The open space will be maintained by the Owner.

AMENITIES:

AMENITY CENTER BUILDING:

- GATHERING SPACE/MULTI-PURPOSE ROOM
- FITNESS CENTER
- ART STUDIO
- EVENT LAWN
- ARBOR WITH GRILLING STATION
- PASSIVE SEATING AREAS
- COVERED PORCH

DOG PARK

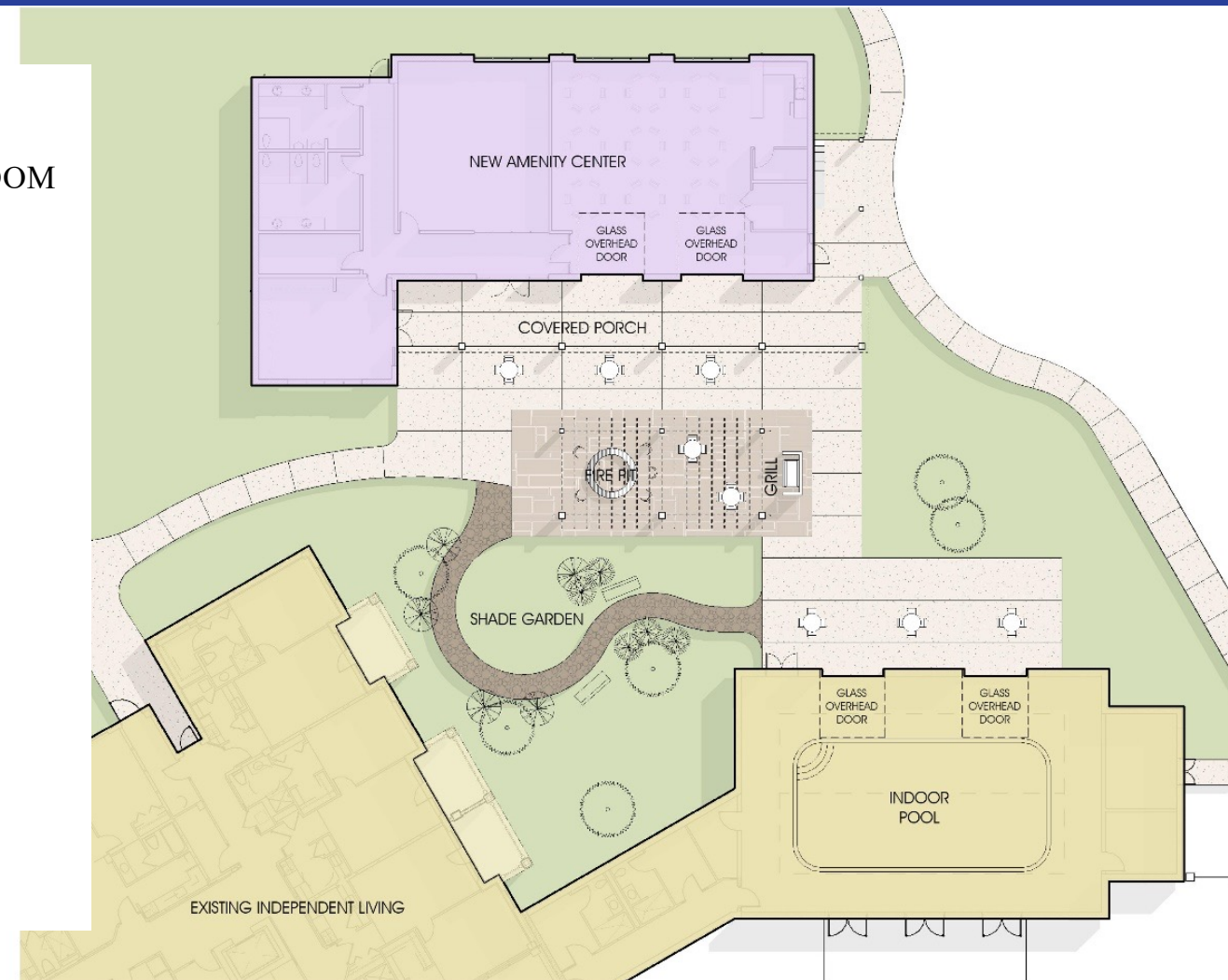
- COVERED PAVILION
- PASSIVE SEATING

SIDEWALKS

- ADDITIONAL SIDEWALK NETWORK

PATIO NODES

- PASSIVE SEATING
- CONNECTED TO WALKWAYS



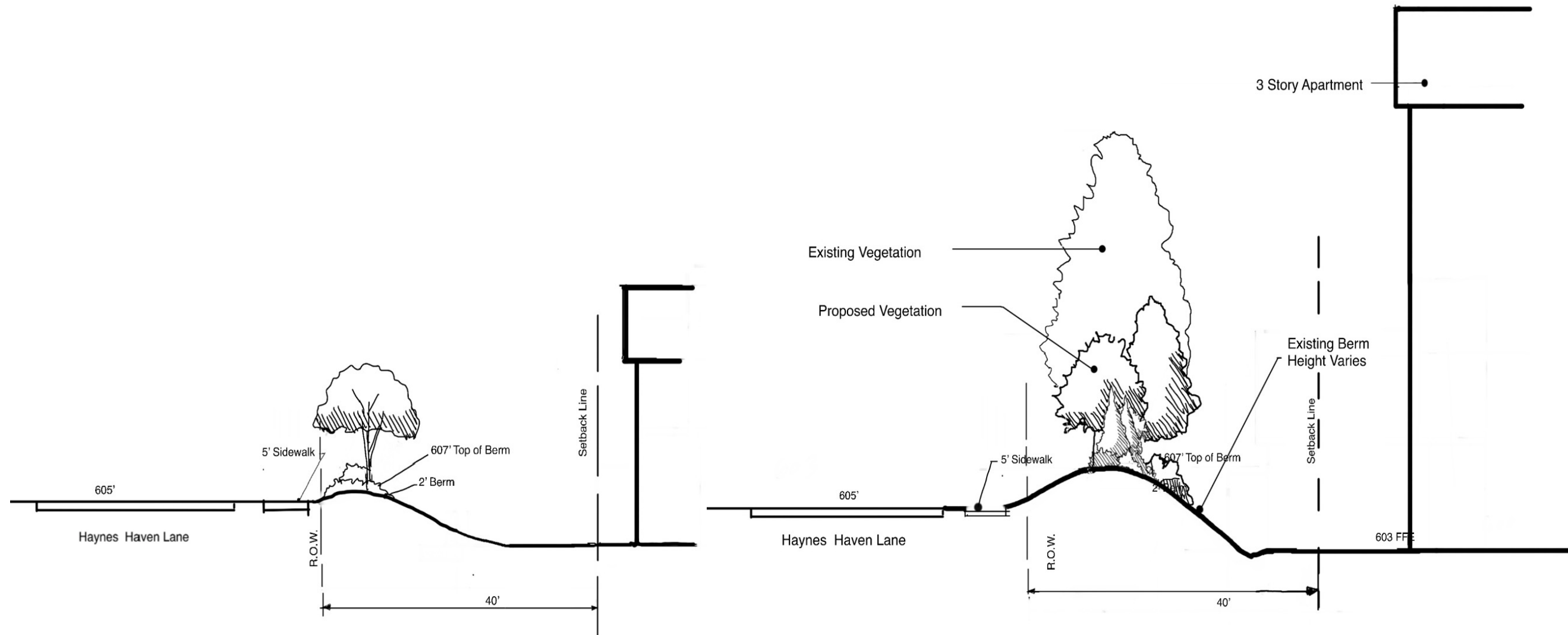
AMENITY CENTER CONCEPT PLAN





THE INTERCONNECTIVITY OF THE CAMPUS IS A HIGH PRIORITY. THE ADDITION OF NEW SIDEWALKS FULFILL THIS PRIORITY. APPROXIMATELY 1700 LINEAR FEET OF CAMPUS SIDEWALKS AND 620 LINEAR FEET OF PUBLIC SIDEWALKS ARE PROPOSED.

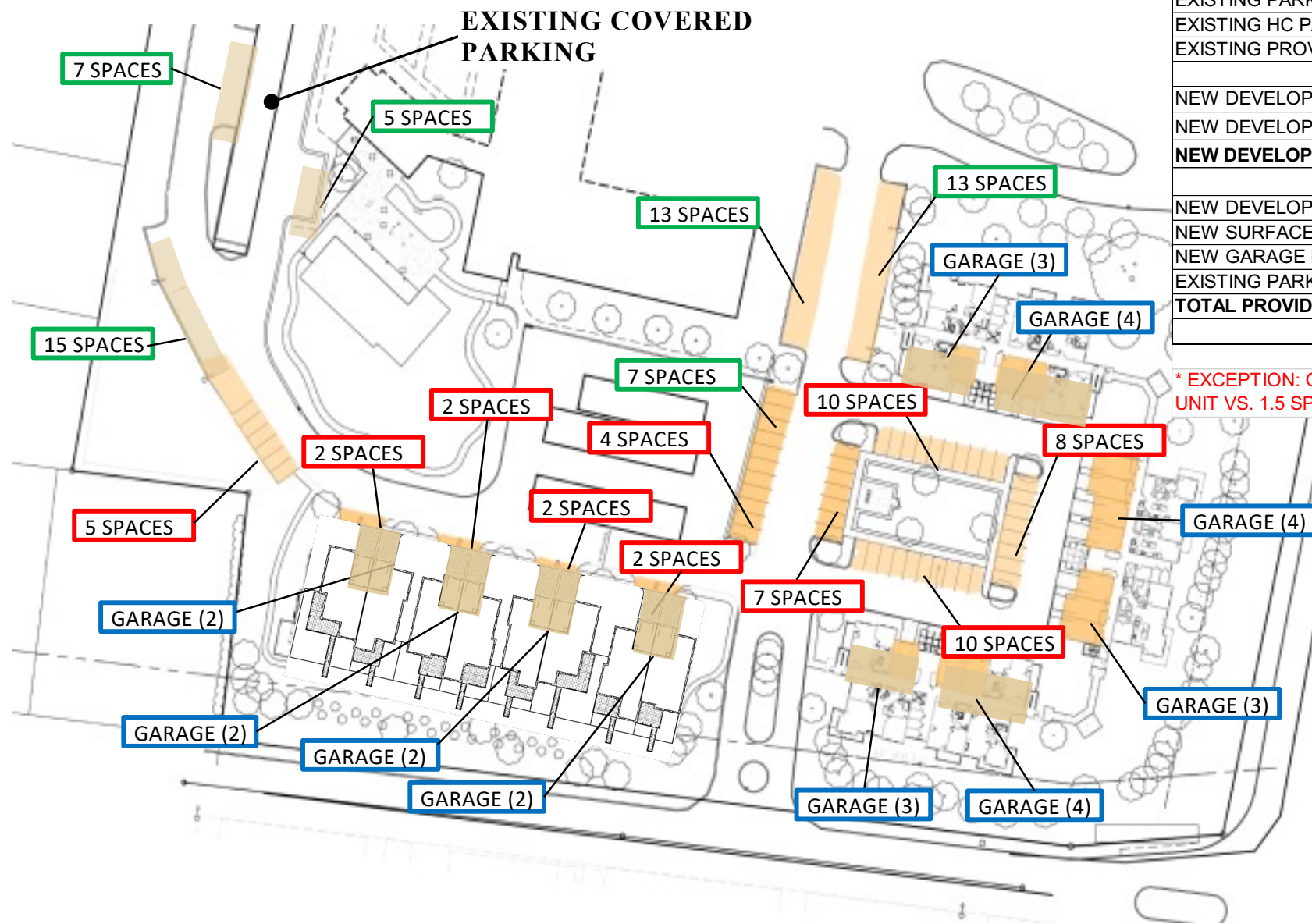




1- & 2-STORY MULTI-FAMILY ELEVATION

3-STORY MULTI-FAMILY ELEVATION

PLANNED UNIT DISTRICT



PARKING TABLE	
	# SPACES
EXISTING PARKING SPACES ON CAMPUS	
EXISTING PARKING REQUIRED	238
EXISTING PARKING PROVIDED	375 (INCLUDES 91 COVERED)
EXISTING HC PARKING PROVIDED	14 (INCLUDES 2 COVERED)
EXISTING PROVIDED OVER REQUIRED	137
NEW DEVELOPMENT: 22 1BR (1.0 SP/BR)	
	22 (REQUIRED SPACES)*
NEW DEVELOPMENT: 31 2BR (2.2 SP/BR)	
	68.2 (REQUIRED SPACES)
NEW DEVELOPMENT TOTAL PARKING REQUIRED:	90.2
NEW DEVELOPMENT PARKING PROVIDED:	
NEW SURFACE PARKING	52
NEW GARAGE PARKING	29
EXISTING PARKING FACILITIES UTILIZED FOR NEW DEVELOPMENT	60
TOTAL PROVIDED	141

* EXCEPTION: ONE BEDROOM UNITS WILL REQUIRE 1.0 SPACE PER UNIT VS. 1.5 SPACES PER UNIT

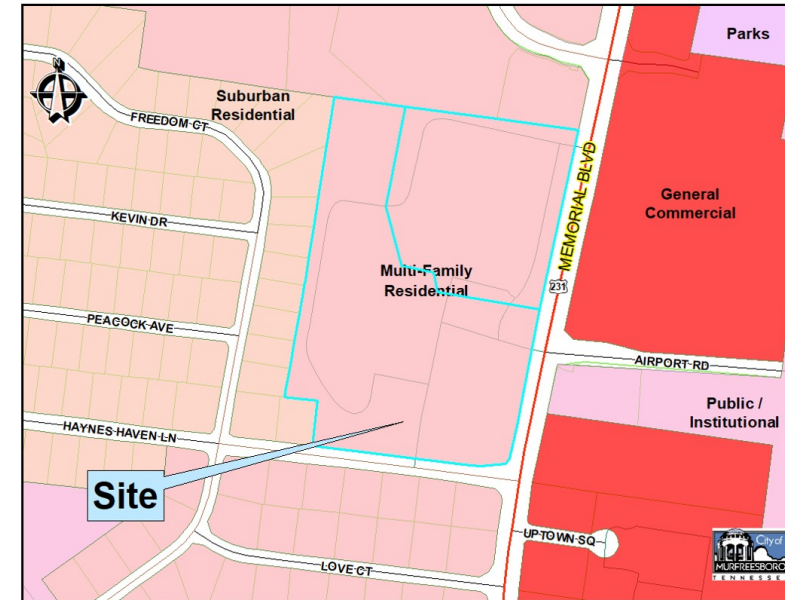
LEGEND

- EXISTING PARKING
- NEW SURFACE PARKING
- NEW GARAGE PARKING

Development Standards:

- Development will include three new 3-story Multi-family Units (Active Senior Living) with 15 Units per building, four new 1- story and four new 2-story Multi-family Units (Detached Single Family Dwellings) with small courtyards and one new Amenity Center to be utilized by the entire AdamsPlace community
- The maximum average building height of 40'- 9"
- Solid waste will be through a private hauler. The 3-story Multi-family Units (Active Senior Living) will have trash rooms that will be routinely emptied by AdamsPlace staff. The 1-& 2-story Multi-family Units (Detached Single Family Dwellings) will use ploy carts stored in the home garage and picked up by a private hauler.
- Sidewalks will be provided internal to the development and on Haynes Haven Lane.

- Signage will not be changed at the existing entrances.
 - Mail delivery will be accommodated via a mail kiosk in the common area located in the center of the newly developed area.
 - Parking will be a combination of surface parking, parking under carports and garages. The garages are to meet all City requirements
 - Telecommunication and television equipment shall be located on the rear of the proposed buildings.
 - AC Units will be located in clusters at the ends of the buildings.
- Building Elevation Materials: Brick, and Hardie Board Siding



The 2035 Comprehensive Plans calls for Multi-family residential. The proposed zoning is consistent with the 2035 plan.

LAND REQUIREMENT TABLE			
	REQUIREMENT	PROPOSED	
SETBACKS	RS-15	PRD	DIFFERENCE
FRONT SETBACK	40'	40'	0
SIDE SETBACK	12.5'	23.5	11'
REAR SETBACK	30'	30'	0
MIN. LOT AREA	NONE	NONE	
MIN. LOT WIDTH	NONE	NONE	
MAX. HEIGHT	35'	40'-9"	5'-4"
MAX. GROSS DENSITY	2.9	9	6.1
MAX. F.A.R.	NONE	NA	
MAX. L.S.R.	NONE	NA	
MAX. O.S.R.	NONE	NA	
MAX. LOT COVERAGE	25%	25%	0%

General Applicability for Planned Development

1. *Ownership and division of land:* The site is owned by the developer identified on Sheet 1, The lot is currently zoned RS-15 and PUD in the City of Murfreesboro.
2. *Waiver of BZA action:* No BZA actions will be required.
3. *Common space and common elements:* Common Space is noted on sheet 15.
4. *Accessibility of site:* Site will be accessed from Haynes Haven Road and Memorial Blvd, designated as a local street.
5. *Off-street parking .* Does not apply.
6. *Pedestrian circulation:* Sidewalk will be constructed internally for this project. See sheet 20.
7. *Privacy:* Existing Landscaping and Berms, where possible along Memorial Blvd, will be kept and new landscaping will be added as buffers between new buildings and adjacent neighbors and between new buildings and adjacent roadways. New landscaping will be added along Haynes Haven Lane. Supplemental landscaping will be added along Memorial Blvd. See Sheet 21.
7. *Relationship to zoning regulations and other zoning regulations:* A PUD is being requested for the subject property. See sheet 2.
8. *Development Period; Phasing.* The project shall be completed in one phase.
9. *Annexation:* No annexation is required for this site.
10. *Landscaping:* Landscaping will be provided per sheet 20.

SITE DATA	ENTIRE PARCEL
TOTAL NEW DEVELOPED AREA	256,075 SF
TOTAL IMPERVIOUS	96,733 SF
TOTAL PERVIOUS	159,339 SF
TOTAL ATTACHED SINGLE FAMILY UNIT BUILDING COVERAGE	12,960 SF
TOTAL ACTIVE SENIOR LIVING BUILDING COVERAGE	24,295 SF
TOTAL PARKING LOT COVERAGE	30,523 SF
F.A.R	0.38
O.S.R	1.03
L.S.R	1.92

Section 13D – Planned Development Criteria Requirements

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: Shown in pattern book on Sheets 3,4,5 and 7.

2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; Shown in pattern book Sheets 6 and 8.

3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; Shown in pattern book Sheet 8.

4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; Shown in pattern book Sheet 15.

5. A tabulation of the maximum number of dwelling Units proposed including the number of Units with two or less bedrooms and the number of Units with more than two bedrooms; Shown in pattern book Sheet 2.

6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); See sheet 25.

7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; See sheet 2.

8. If the planned development is proposed to be constructed in stages or Units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built;

(cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and,

(dd) a breakdown by phase for subsections [5] and [6] above;

The PUD will be constructed in one phase.

9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; The Owner will maintain the common space.

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; **Exception #1: A reduction in parking spaces of ratio from 1.5 to 1.0 per 1 BR. Exception #2: An increase in building height of 5'-4" compared to RS-15. Exception #3: (5) RS- 15 lots previous not in the Original PUD to be included. Exception #4: Modify the landscaping and buffering on the RS-15 lots as approved with the original PUD. Exception #5: Remove the requirement that allows no more than 25 parking spaces on Lot#4 only, if Phase IV of this project is developed.**

11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; Does not apply.

12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; The subject property will not influence by the Major Thoroughfare Plan.

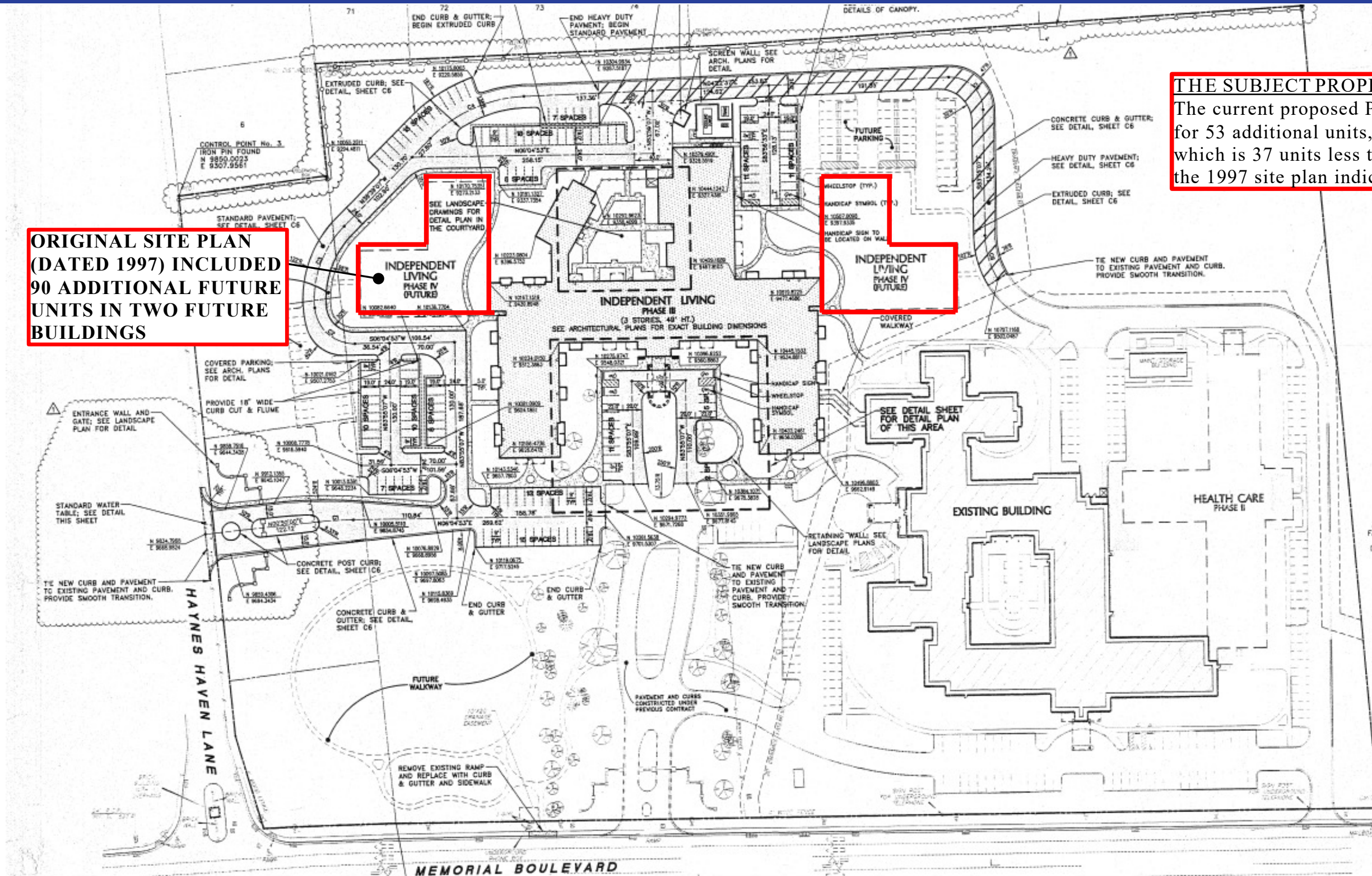
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; See Sheet 1.

14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. See Sheets 14-16.

15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: Does not apply.

**ORIGINAL SITE PLAN
(DATED 1997) INCLUDED
90 ADDITIONAL FUTURE
UNITS IN TWO FUTURE
BUILDINGS**

THE SUBJECT PROPERTY
The current proposed PUD is
for 53 additional units,
which is 37 units less than
the 1997 site plan indicated.



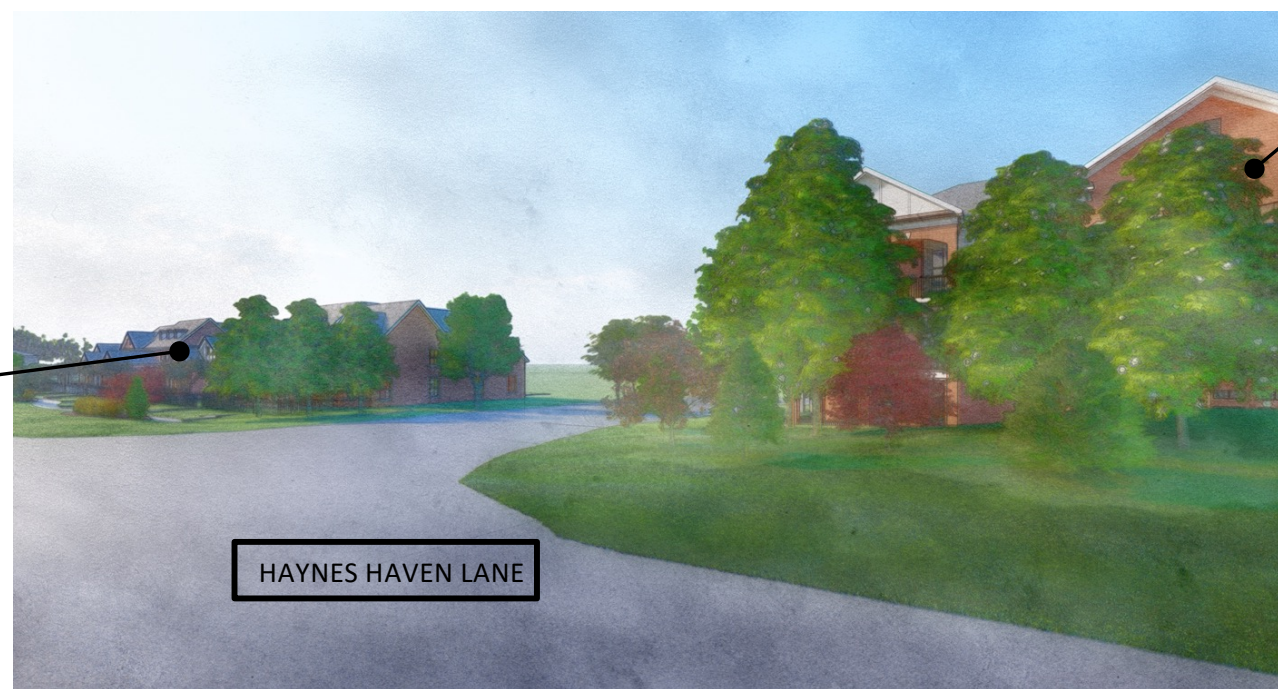






1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

3-STORY MULTI-FAMILY UNITS (ACTIVE SENIOR LIVING)



1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

3-STORY MULTI-FAMILY UNITS (ACTIVE SENIOR LIVING)

THESE PERSPECTIVES ARE INTENDED TO PRESENT THE RELATIONSHIP OF ARCHITECTURE TO HAYNES HAVEN LANE.

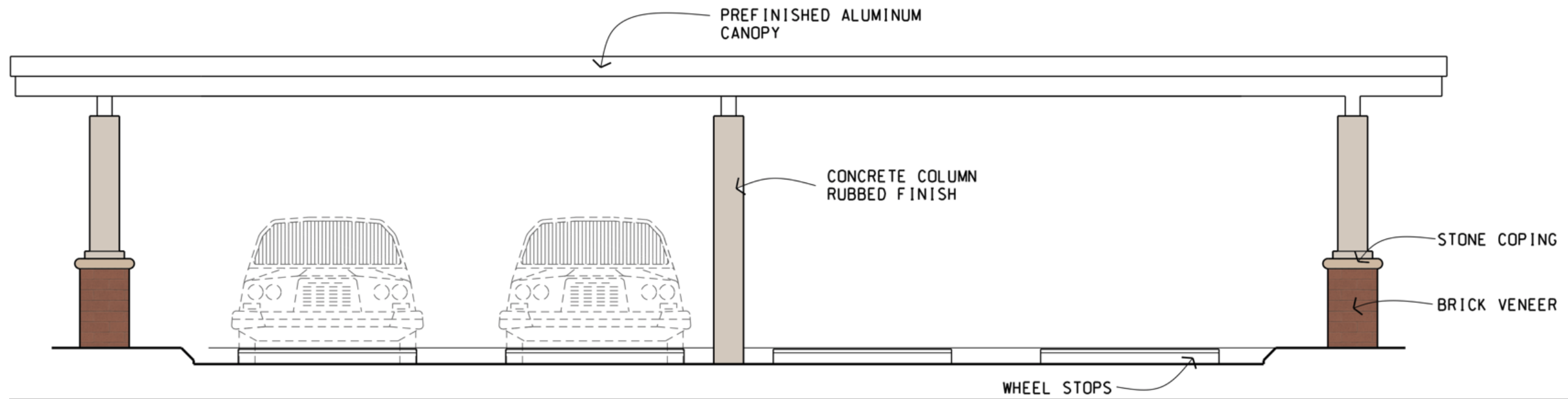


EXISTING HOMES

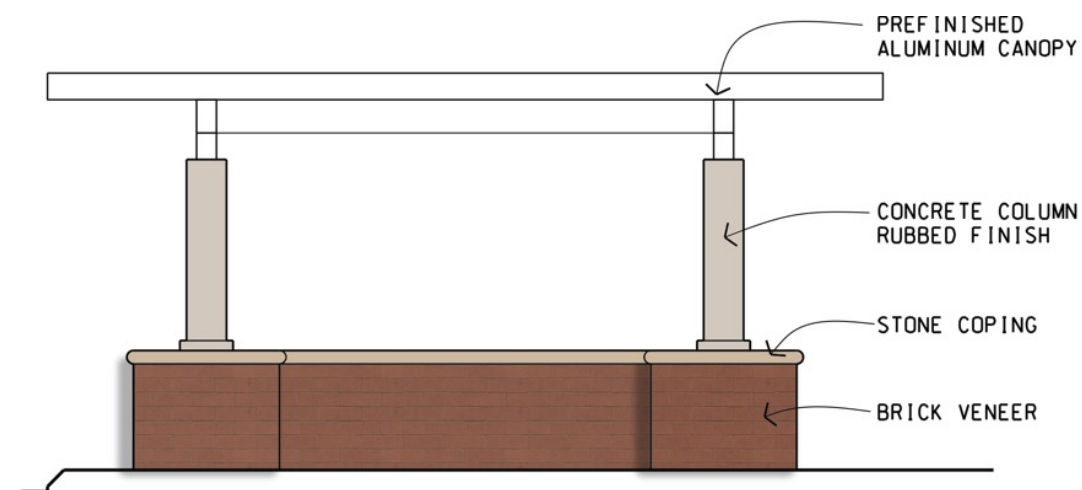
1- & 2-STORY MULTI-FAMILY UNITS
(ATTACHED SINGLE FAMILY DWELLINGS)

HAYNES HAVEN LANE

THESE PERSPECTIVES ARE INTENDED TO PRESENT THE RELATIONSHIP OF ARCHITECTURE TO HAYNES HAVEN LANE.



Front View



Side View

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

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

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the August 17, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the August 17, 2022, Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

4. Public Hearings and Recommendations to City Council:

Zoning application [2022-417] for approximately 30 acres located at 1750 North Thompson Lane to be rezoned from RS-15 & PSO to CM & PSO, New Vision Baptist Church applicant. Ms. Margaret Ann Green & Mr. Joel Aguilera presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

Mr. Clyde Rountree (landscape architect), Mr. Mike Ussery (Chief Operating Officer at NHC), Mr. Keaton Pettit (Architect), and Ms. Terri Deal (Executive Director at Adams Place) were in attendance for the meeting. Mr. Clyde Rountree and Mr. Keaton Pettit each gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones requested for the proposed structure that would face Haynes Haven to be improved with additional brick and architecture so it would appear as being a front to blend with the existing neighborhood. Vice-Chairman Ken Halliburton asked for clarification regarding the existing gate if all current residents and those who would reside at the proposed addition would have access to enter and exit at the gate; to which Mr. Clyde Rountree answered, yes. Ms. Terri Deal stated it is currently being used by the residents, staff, and those from Haynes Haven community. Anyone who drives up to the gate and waits, the gate would open.

Chair Kathy Jones opened the public hearing.

1. **Ms. Charlotte Gardner, 1925 Memorial Boulevard** – stated she had a petition with over 70 signatures from Adams Place Independent Living, who oppose the proposed development.
2. **Mr. Mark Wood, 107 Haynes Haven Lane** – requested that the application be denied.
3. **Mr. Kenneth Brooks, 107 Love Court** - requested that the application be denied.
4. **Mr. John Bickford, 115 Love Court** – requested that the application be denied.
5. **Mr. Orville Mann, 323 Haynes Haven Lane** – requested that the application be denied.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

6. **Ms. Carol Clark, 327 Haynes Haven Lane** – requested that the application be denied.
7. **Ms. Martha Whitfield, 206 Haynes Haven Lane** – requested that the application be denied.
8. **Mr. Don Whitfield, 206 Haynes Haven Lane** – requested that the application be denied.
9. **Ms. Gail Hendrix, 103 Haynes Haven Lane** – requested that the application be denied.
10. **Ms. Ellen Scudder, 403 Peacock Avenue** – requested that the application be denied.
11. **Ms. Krista Warren, 307 Kevin Drive** - requested that the application be denied.
12. **Ms. Valerie Martin, 207 Peacock Avenue** - requested that the application be denied.
13. **Ms. Lanita Bowman, 123 Love Court** - requested that the application be denied.
14. **Mr. Doug Gingrich, 411 Haynes Haven Lane** – requested that the application be denied.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Mr. Clyde Rountree came forward to address the traffic impact and provide additional details regarding the application.

The Planning Commission requested for information regarding the original zoning approvals. Ms. Margaret Ann Green presented the requested information from the previous zoning approvals.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

The Planning Commission made known their concerns including the following: the 20-foot setback along Haynes Haven Drive, which should be increased to 40 feet like the neighborhood; address the height of buildings; preserve magnolia trees and landscaping; improve the architecture of the proposed building; and address the traffic with the existing gate. Mr. Chase Salas stated there is a substantial need for development for ages 55 and up. Lastly, Vice-Chairman Ken Halliburton expressed his concerns with the large number of residents from Adams Place attending this meeting who oppose this proposal. The Planning Commission asked for a deferral.

Mr. Mike Ussery of NHC, 2508 Belfast Court stated that the independent living apartments are homes for very active adults. Today, their staff had received numerous correspondence from their residents' expressing concerns for this proposal. Adams Place values their concerns and wants to be responsive in addressing them.

Mr. Clyde Rountree came forward stating they would like to continue working on specific concerns for a compromise with this proposal; he requested for an indefinite deferral.

There being no further discussion, Mr. Shawn Wright moved to defer the zoning application indefinitely; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
DECEMBER 7, 2022**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Bryan Prince
Warren Russell
Shawn Wright

STAFF PRESENT

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

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the November 16, 2022 and November 30, 2022 Planning Commission meetings.

Vice-Chairman Ken Halliburton moved to approve the minutes of the November 16, 2022 and November 30, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Bryan Prince
Warren Russell
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 7, 2022

Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant. Ms. Margaret Ann Green

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

Mr. Clyde Rountree (landscape architect), Mr. Keaton Pettit (Architect), Mr. Andy Clark (Assistant VP, Development at NHC), and Ms. Terri Deal (Executive Director at Adams Place) were in attendance for the meeting. Mr. Clyde Rountree gave a PowerPoint presentation with proposed changes from the original pattern book. The revised pattern book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

The Planning Commission discussed the revised plan, including the improved viewshed from Haynes Haven Lane and the operation of the gate along Haynes Haven Lane.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Bryan Prince
Warren Russell
Shawn Wright

Nay: None

ORDINANCE 22-OZ-48 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 zoning of approximately 22 acres located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend the use of approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant, [2022-420].

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 to Planned Unit Development (PUD) District and to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing the development of 53 additional multi-family dwelling units and a new amenity center building.

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

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 22-OZ-48

CH

CH

**PUD
Amended**

CH

WENDELWOOD-DR

RS-15

RS-15

KEVIN-DR

RS-15

PUD

CH

MEMORIAL-BLVD

AIRPORT-RD

**Area Rezoned from
RS-15 to PUD**

RS-15

JAMES-DR

CH

HAYNES-HAVEN-LN

RS-15

UPTOWN-SQ

LOVE-CT



COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Amending the Zoning Ordinance – EV Parking Spaces
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Ordinance amending the Zoning Ordinance regarding the design of EV (electric vehicle) parking spaces and pertaining to Sections 2, 7, 26, and Chart 2 endnotes.

Staff Recommendation

Enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2023-804] regarding the design of EV parking spaces and pertaining to Sections 2, 7, 26, and Chart 2 endnotes. During its regular meeting on February 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 7, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Establish Strong City Brand

This amendment reinforces the City’s commitment to customer service, as it works to address a gap that has been identified in the Zoning Ordinance regarding the design of EV parking spaces. Adopting this amendment will make our Zoning Ordinance more user-friendly by providing needed guidance for the numerous entities wishing to install EV parking spaces.

Attachments:

Ordinance 24-O-06

ORDINANCE 24-O-06 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 7, 26 and Chart 2 Endnotes, dealing with electric vehicle (EV) parking spaces, City of Murfreesboro Planning Staff, applicant [2023-804].

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

SECTION 1. Appendix A, Section 2, Definitions, of the Murfreesboro City Code is hereby amended by adding the following definitions in alphabetical order:

Electric Vehicle (EV): A vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. The definition of EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (i.e., a battery electric vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (i.e., a plug-in hybrid electric vehicle).

Parking Space, EV Capable: A parking space containing the electric panel capacity, space, and the conduit to accommodate future wiring and installation of a Level 2 or greater EV charger (adequate for 208/240V and 40 ampere). EV Capable Parking Spaces do not include the installation of any charging equipment.

Parking Space, EV Installed: A parking space containing the electric panel capacity, conduit, necessary wiring for a Level 2 or greater EV charger (adequate for 208/240V and 40 ampere), and electric vehicle charging equipment (i.e., the connecting and protective equipment to safely supply electricity to the vehicle).

Parking Space, EV Ready: A parking space with the constructed infrastructure, including conduit and electrical outlets (or junction box), that is able to provide electrical charge to an electric vehicle. The infrastructure shall have sufficient load capacity in an electrical panel to support a Level 2 or greater EV charger (adequate for 208/240V and 40 ampere) and wiring or conduit from the electrical panel to the garage or parking area. While EV Ready parking spaces contain both the infrastructure and a wired outlet/junction box, the actual charging equipment (i.e., the connecting and protective equipment to safely supply electricity to the vehicle) is not installed.

SECTION 2. Appendix A, Section 7, Site Plan Review, City of Murfreesboro Planning Commission Site Plan Review Checklist is hereby amended at subsection C., Access, Circulation, and Parking, by adding a new subsection (16) as follows:

____(16) the location and dimensions of EV Capable, EV Ready, and/or EV installed parking spaces, as well as any other information needed to demonstrate compliance with the minimum requirements for EV parking spaces listed in Section 26 of this Article.

SECTION 3. Appendix A, Section 7, Site Plan Review, City of Murfreesboro Planning Commission Site Plan Review Checklist is hereby amended at subsection E., Utilities, by adding a new subsection (14) as follows:

____(14) the location of utility infrastructure needed to serve any proposed EV Capable, EV Ready, and/or EV Installed parking spaces, as well as any other information needed to demonstrate compliance with the minimum requirements for EV parking spaces listed in Section 26 of this Article.

SECTION 4. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended at subsection (C)(2), Computation of required parking spaces, by adding a new subsection (g) as follows:

- (g) In determining the minimum number of parking spaces required under this article, EV Capable, EV Ready, and EV Installed parking spaces shall be considered.

SECTION 5. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended at subsection (C), Computation of required parking spaces, by adding a new subsection (9) Electric Vehicle (EV) Parking Regulations, as follows:

- (9) *Electric Vehicle (EV) Parking Regulations.* For new EV Capable, EV Installed, or EV Ready parking spaces that are voluntarily established, the following design standards shall apply:
 - (a) Charging equipment must be mounted on the wall or on a structure at the front end of the EV parking space.
 - (b) No charging devices may be placed within the physical dimensions of a parking space as required in Chart 3 or at the entrance to a parking space. All EV parking spaces shall meet the minimum dimensional requirements contained in Chart 3.
 - (c) When EV cords and connectors are not in use, retraction devices or locations for storage shall be located sufficiently above the pedestrian walking surface and the parking lot surface as to eliminate conflicts with pedestrians and vehicle maneuvering.
 - (d) Cords, cables, and connector equipment shall not extend across the path of travel in any drive aisle, sidewalk, or walkway.
 - (e) Sidewalks adjacent to EV charging stations shall maintain a minimum of 5' of width available for pedestrians. The charging stations and equipment shall not conflict with or impede the ability to maintain the minimum 5' of width.
 - (f) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other devices shall be located in a manner that does not impede pedestrian, bicycle, or vehicular travel.
 - (g) No additional mechanical equipment, such as associated transformers or other associated cabinets, may be located within the required front yard.
 - (h) EV charging units or equipment over 42 inches in height may not be located with the required front yard.
 - (i) All mechanical equipment accessory to the charging stations shall be screened utilizing an opaque composite material of an earth tone color that is at least 1 foot taller than the enclosed equipment and shall not be visible from any public rights-of-way.
 - (j) Any signage on charging units or charging equipment must comply with the City of Murfreesboro Sign Ordinance, codified in Murfreesboro City Code ch. 25.2.

SECTION 6. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro

City Code is hereby amended by deleting endnote 25 and substituting in lieu thereof the following:

25. For uses classified in Chart 1 of this article as “gasoline sales” or “convenience store”, canopies covering gasoline pumps and EV charging stations may extend to within three feet of the property line, provided that the support columns, gasoline pumps, and/or EV charging stations are set back a minimum of fifteen feet from the property line. This endnote supersedes any more restrictive setback requirement found in Section 26 of this article.

SECTION 7. 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

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Zoning for property along Veterans 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

Zoning of approximately 106.4 acres located along Veterans Parkway east of Saint Andrews Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Ole South Properties presented to the City a zoning application [2023-419] for approximately 106.4 acres located along both the north and south sides of Veterans Parkway to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on January 10, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 7, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Establish Strong City Brand

Council has expressed a desire to promote homeownership and the development of single-family neighborhoods. This request will further this goal by enabling the development of 248 single-family residential lots for detached homes.

Attachments:

Ordinance 24-OZ-04

ORDINANCE 24-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 106.4 acres located along Veterans Parkway to Planned Residential Development (PRD) District (Prater Farms PRD), simultaneous with annexation; Ole South Properties, applicant [2023-419].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

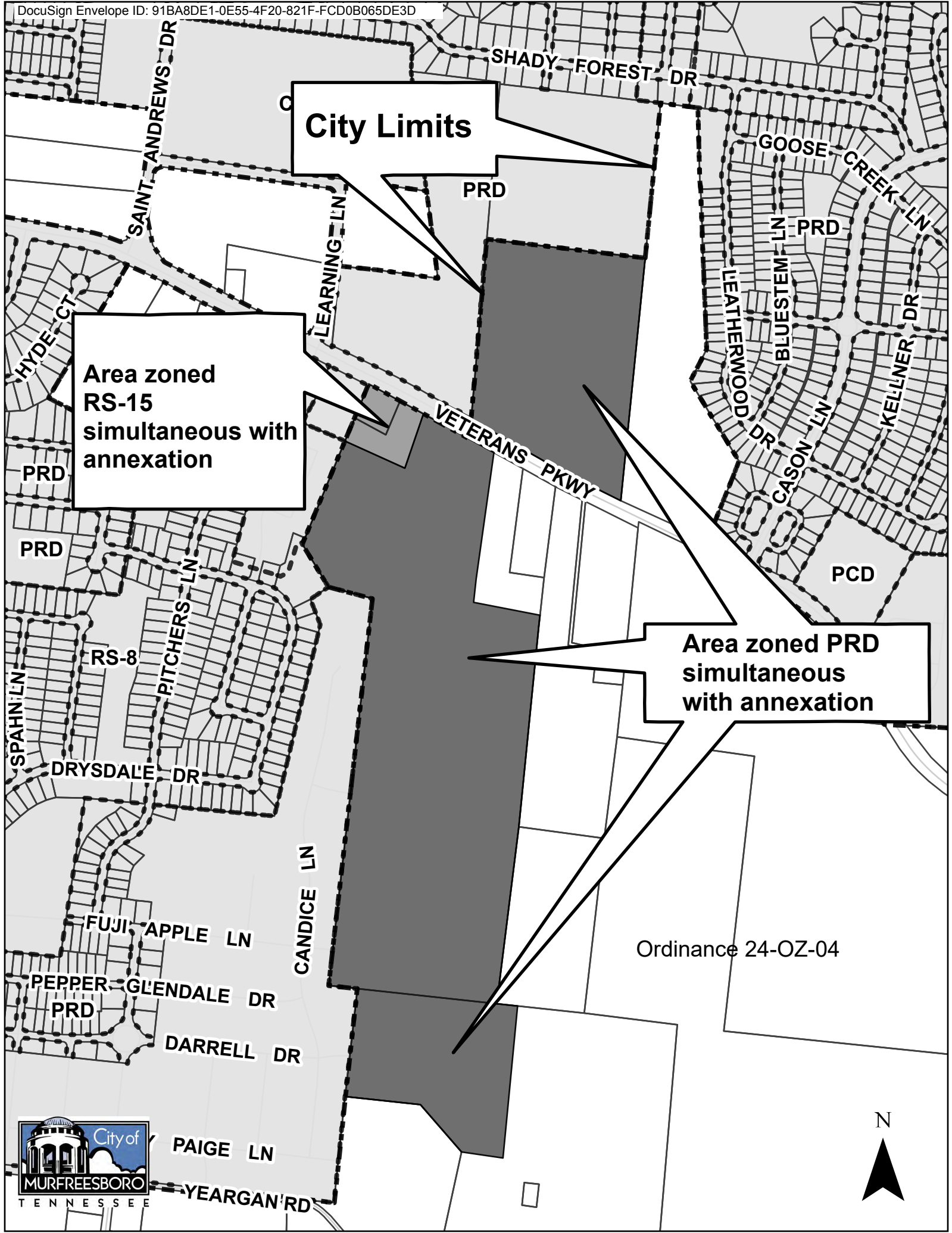
SEAL

City Limits

Area zoned RS-15 simultaneous with annexation

Area zoned PRD simultaneous with annexation

Ordinance 24-OZ-04



SAINT ANDREWS DR

SHADY FOREST DR

LEARNING LN

GOOSE CREEK LN

HYDE CT

LEATHERWOOD DR

BLUESTEM LN

KELLNER DR

VETERANS PKWY

CASON LN

PRD

PCD

PRD

RS-8

SPAHN LN

PITCHERS LN

DRYSDALE DR

CANDICE LN

FUJI APPLE LN

PEPPER GLENDALE DR

PRD

DARRELL DR

PAIGE LN

YEARGAN RD

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

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

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 20.3 acres located along the west side of Blackman Road north of Burnt Knob Road.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

360 Development, LLC presented to the City a zoning application [2023-420] for approximately 14.91 acres located along Blackman Road to be zoned PRD (Planned Residential District) simultaneous with annexation and approximately 4.71 acres to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on January 10, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 7, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Establish Strong City Brand

Council has expressed a desire to promote homeownership and the development of single-family neighborhoods. This request will further this goal by enabling the development of a 76-lot single-family residential detached subdivision.

Improve Economic Development

The proposed zoning will enable the development of three commercial outparcels, providing neighborhood services to this growing residential area, while also creating jobs for the community and generating tax revenue for the City.

Attachments:

Ordinance 24-OZ-03

ORDINANCE 24-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 19.6 acres along Blackman Road as Planned Residential Development (PRD) District (The Village PRD – approx.. 14.91 acres) and Planned Commercial Development (PCD) District (The Village PCD – approx.. 4.71 acres) simultaneous with annexation; 360 Development, applicant [2023-420].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Residential Development (PRD) District and Planned Commercial Development (PCD) 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 Tucker

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Adam F. Tucker
City Attorney

SEAL



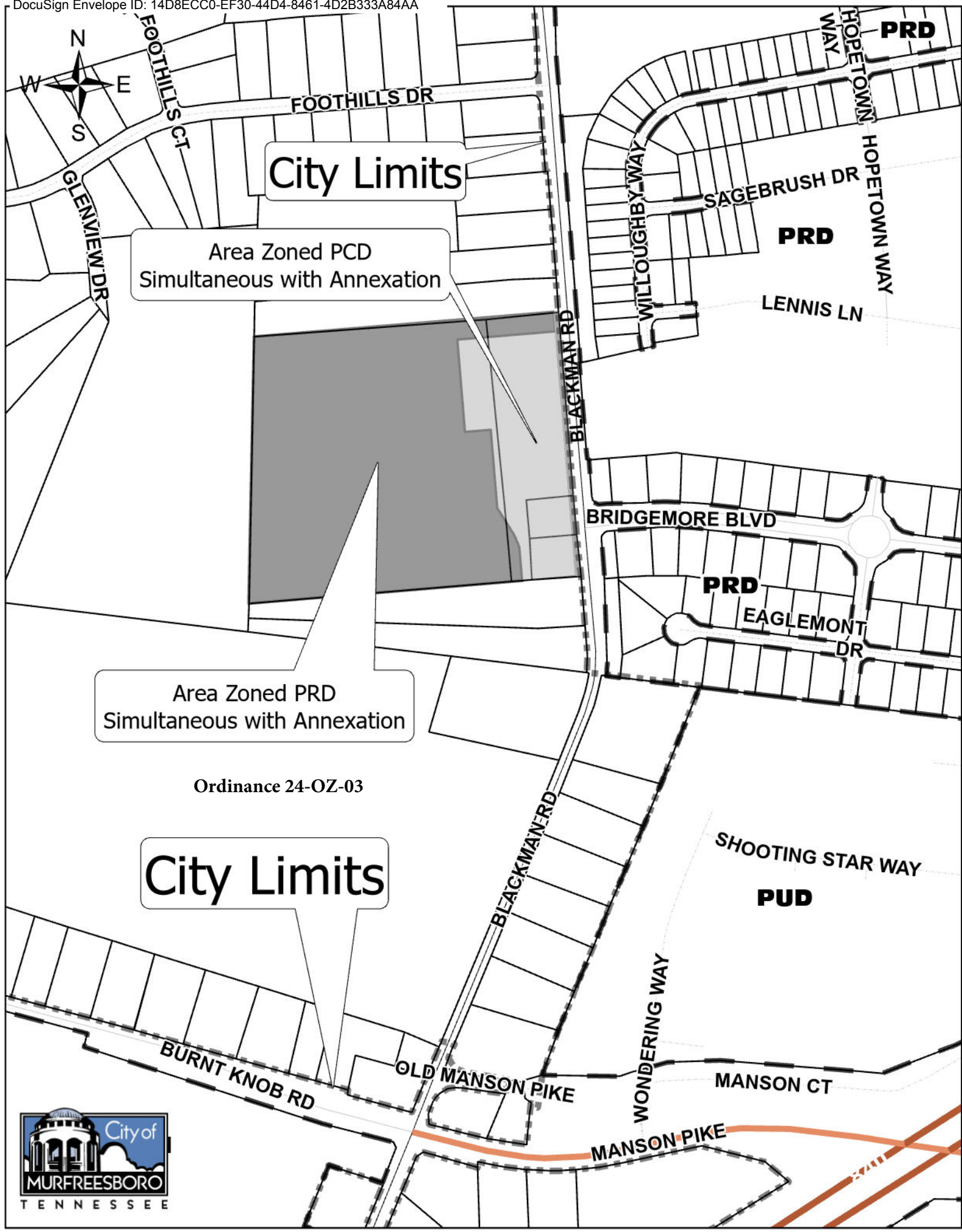
City Limits

Area Zoned PCD
Simultaneous with Annexation

Area Zoned PRD
Simultaneous with Annexation

Ordinance 24-OZ-03

City Limits



COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Rezoning property along Southgate Boulevard
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Zoning of approximately 3.97 acres located at the southwest corner of Southgate Boulevard and Westgate Boulevard.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Southgate Developers presented to the City a zoning application [2023-422] for approximately 3.97 acres located along Southgate Boulevard to be rezoned from CH (Highway Commercial District) and CF (Commercial Fringe District) to PUD (Planned Unit District). During its regular meeting on February 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 7, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a contractor’s equipment rental business, which will provide employment opportunities for the community and generate tax revenue for the City.

Attachments:

Ordinance 24-OZ-05

ORDINANCE 24-OZ-05 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 3.97 acres located along Southgate Boulevard and Westgate Boulevard from Commercial Fringe (CF) District and Highway Commercial (CH) District to Planned Unit Development (PUD) District (Westgate Commons PUD); Southgate Developers, LLC, applicant, [2023-422].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, 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:

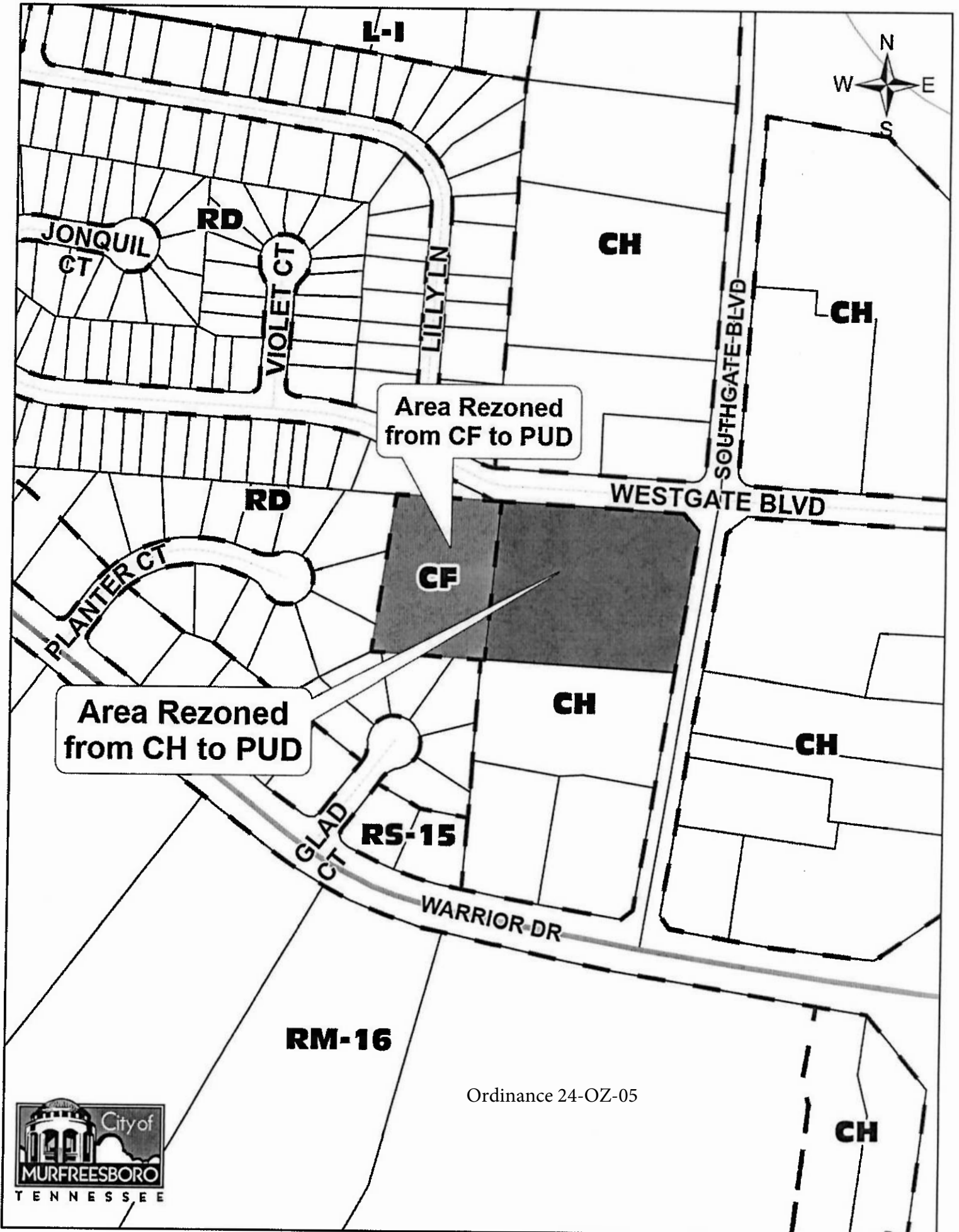
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Resolution 24-R-05 & Subrecipient Agreement: Murfreesboro City Schools

Department: Administration

Presented by: Karen Lampert, Grant Manager

Requested Council Action:

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

Summary

Subrecipient Agreement for use of ARPA funds, including resolution designating one-time use of funds.

Staff Recommendation

Approve Resolution 24-R-05 and Subrecipient Agreement with Murfreesboro City Schools.

Background Information

A subrecipient agreement is needed with Murfreesboro City Schools to use \$156,000 in American Rescue Plan Act (ARPA) funds to provide in-school tutoring services to address learning gaps. Funds will support Educational Assistants to implement the Tennessee Department of Education’s TN All Corps Tutoring program. Project period for use of these funds is July 1, 2024 to November 30, 2024. (24-25 School Year)

Provisions of educational assistance through a tutoring program was included in the ARPA spending plan approved by City Council on 02/16/2022. The \$156,000 is part of a reallocation of funds that was approved by Council on 01/18/2024 to address unspent ARPA funds.

Council Priorities Served

Responsible budgeting

Project identified is a one-time use of ARPA funds and does not constitute a recurring cost. Meets U.S. Treasury eligibility requirements for use of ARPA funds.

Establish strong City brand

Provides strong community benefits that help support quality of life impact and improvements.

Fiscal Impact

ARPA funds in the amount of \$156,000 will be used for this project.

Attachments

1. Resolution 24-R-05
2. Subrecipient Agreement

RESOLUTION 24-R-05 authorizing a one-time distribution of funds to Murfreesboro City Schools in the amount of \$156,000 from the American Rescue Plan Act (ARPA) fund.

WHEREAS, Murfreesboro City Schools (hereafter “MCS”) was awarded \$500,000 as a subrecipient through the City of Murfreesboro’s (hereafter “the City”) allocation from the American Rescue Plan Act (ARPA) of 2021 (CFDA 210.27) to fund tutoring to assist in minimizing academic gaps associated with COVID learning loss; and

WHEREAS, on August 18, 2022, City Council approved a Subrecipient Grant Agreement between the City and MCS for a federal award of \$500,000 between August 1, 2022, and June 30, 2024, that was thereafter added to the MCS budget as one-time funding by Resolution 22-R-25 on November 9, 2022; and,

WHEREAS, additional funds in the amount of \$156,000 have become available and should be designated for use as one-time funding; and

WHEREAS, on February 13, 2024, the Murfreesboro City School Board (hereafter “the Board”) adopted a resolution requesting City Council use ARPA funds to make a one-time appropriation in the amount of \$156,000 from the City General Fund to MCS to extend the tutoring program to fall semester of the 2024-2025 school year; and

WHEREAS, the Board acknowledged that because the requested transfer of funds would be a one-time appropriation, it would not increase or otherwise affect the City’s maintenance-of-effort obligation under state law; and

WHEREAS, it is now desirable and appropriate to approve the additional funding to MCS Budget including the expenditure detailed in this Resolution as one-time funding.

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

SECTION 1. The City Council finds that the distribution and use of funds is in the best interest of the City and its citizens.

SECTION 2. The Mayor, City Recorder, and City Attorney are hereby expressly authorized to execute the Subrecipient Agreement attached as Exhibit A consistent with this Resolution.

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

Passed: _____

Shane McFarland, Mayor

ATTEST: _____

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

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

Exhibit A

**SUBRECIPIENT GRANT AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
MURFREESBORO CITY SCHOOLS
FOR
TN ALL CORPS TUTORING**
funded through the
AMERICAN RESCUE PLAN ACT (ARPA)
(CFDA 21.027)
For a Federal Award of \$156,000
Performance Period: July 1, 2024-January 31, 2025

Amount of federal funds obligated by this action: \$156,000
Total amount of federal funds obligated to this subrecipient: \$156,000
Total amount of the federal award committed to this subrecipient by the pass-through entity: \$656,000

Jennifer Brown, Finance Director and City Recorder/Treasurer
Finance & Tax Department 111 W. Vine St.
First Floor Murfreesboro, TN 37130
Phone 615-893-5210
jbrown@murfreesborotn.gov

Federal award date:

Date agreement fully executed:

**PART A
AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") entered into this ____ day of _____, 2024 and dated to be effective _____, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City") and Murfreesboro City Schools, a local education agency of the State of Tennessee (the "Subrecipient"), located at 2552 South Church Street, Murfreesboro, TN 37127.

WITNESSETH THAT:

WHEREAS, the City of Murfreesboro has entered into a funding agreement with the U.S. Department of Treasury (the "Treasury") for the execution of projects and activities under the American Rescue Plan Act ("ARPA") of 2021, Public Law 117-2 and its implementing regulations, 31 CFR Part 35; and

WHEREAS, the funding agreement between the City and the Treasury provides for the implementation of a Strategic Partnership with Murfreesboro City Schools for tutoring to assist in minimizing academic gaps associated with COVID learning loss; and

WHEREAS, the Department of Treasury has authority as the federal agency overseeing and providing guidance for the City as grantee of ARPA funds to request information and monitor the Subrecipient; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful local implementation of projects under the ARPA program; and

WHEREAS, the City of Murfreesboro has identified an additional \$156,000.00 in ARPA funds to allocate to Subrecipient to provide for ongoing implementation of a tutoring program funded under the 2022 Subrecipient Grant Agreement; and

WHEREAS, the City of Murfreesboro and Murfreesboro City Schools seek to continue to financially support the ongoing tutoring program through allocation of additional available funds; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

I. SCOPE OF SERVICES

1. **Scope of Services:** Subrecipient is a pre-kindergarten through sixth-grade municipal public-school system, also referred to as a "local education agency" established pursuant to T.C.A. §49-2-401 et. seq., Murfreesboro City Charter §92, and Murfreesboro City Code, Chapter 25. The Murfreesboro City School System consists of thirteen (13) schools and educates approximately 9,450 students.

Between 2022 and 2024, Murfreesboro City Schools has implemented a TN ALL Corps tutoring program and has seen positive outcomes in student achievement. Continued funding of this program allows continuation of additional low-ratio, high-dosage tutoring to be provided to students. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the "Program" and are defined in further detail in Part C through E.

The Program funded by this Agreement will be assigned to fund the salaries of Educational Assistants who will be responsible for small group tutoring sessions. These tutoring sessions will be in person, last between 30-45 minutes, and occur 2-3 times per week. Students must remain in tutoring for at least one calendar year and focus on one content area per semester. The tutoring will use high-quality materials that are aligned with classroom content so that classroom instruction is reinforced and enhanced. Tutoring is free for all participating students and targeted toward schools with the highest poverty levels (Title Schools) and schools that have the highest subgroup deficits.

All students who participate in the tutoring program will be required to complete a placement assessment and to complete progress monitoring for the duration of their tutoring support. This will be done through the online assessment component of the free math and reading online resource program.

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Program herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Part C.

2. **Revision of Scope:** The performance criteria, objectives and budget items in Part C through E may be modified, revised, or amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this agreement, at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Program. Approval may be in the form of a letter, a fax, or an email.

II. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The Agreement shall become effective upon the execution and delivery hereof by the Parties and continue until January 31, 2025. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the City determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Program work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting from the Program in accordance with ARPA, this Agreement shall be deemed automatically extended until such time as said audit and reporting shall be completed.

2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on December 31, 2024, except that Subrecipient shall complete such close-out requirements no later than

the date dictated by Section 3.8 below.

III. COMPENSATION AND USE OF FUNDS

1. **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Rescue Plan Act (ARPA), 31 CFR Part 35; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is the Subrecipient's responsibility to read, understand, and comply with these regulations.

2. **Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** During the administration of this Agreement, the Subrecipient shall comply with, and adhere to 2 CFR Part 200.

3. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$156,000. At the sole discretion of the City, any unexpended funds as of November 30, 2024, may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. All expenditures associated with implementation of this Project must be expended or encumbered by November 30, 2024; and submitted for reimbursement by January 31, 2025, unless a written extension request is received and approved by the City prior to November 30, 2024.

4. **Vendor Registration:** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Murfreesboro before any payment can be made. This includes providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The address on the Vendor Registration form must correspond with the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

5. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, as described in Part C through E, and for which the Subrecipient has made payment during the period of performance as set forth in Section 2.1 above.

The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of a request for reimbursement form, using the template provided in Part G, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Murfreesboro in regards to this Agreement. The City will reimburse all approved reimbursements requests within 30 days of the request. The request must include all of the necessary documentation and any questions must be sufficiently answered as determined by the City of Murfreesboro.

All requests for reimbursement must be further accompanied by an invoice which identifies the address to which the payment should be remitted and supporting

documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The Subrecipient shall also submit the Duplication of Benefits Certification, Part H, as required by Section 3.6 below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with ARPA, its implementing regulations and 2 CFR Part 200.

6. **Double Reimbursement:** The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Subrecipient must submit the Duplication of Benefits Certification, Part H, with the Requests for Reimbursement.

7. **Restriction on Disbursements:** ARPA funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the ARPA funds granted to the City of Murfreesboro are suspended or terminated.

8. **Withholding Payments:** All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.

9. **Close-out Reimbursement:** Close-out requests for reimbursement must be submitted by December 31, 2024. If not submitted, the unexpended funds under this Agreement shall revert to the City of Murfreesboro.

10. **Compliance with applicable laws:** The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with the ARPA, any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds, pursuant to 31 CFR § 35.9 and 2 CFR Part 200.

IV. USE AND DISPOSITION OF PROPERTY

1. **Disposition of Expendable/Non-Expendable Real and Personal Property:** The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regards to all real and personal property purchased in whole or in part with funds pursuant to this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, which

includes but is not limited to the following:

- a. **Management requirements:** The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition; and
 - v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- b. **Disposition:** Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within 30 days of the receipt and must include a notation of what grant the funds were received under. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights pertaining to property purchased with funds under this Agreement. The City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose in accordance with Federal regulations.

V. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in

the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the ARPA program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

VI. AUDITS AND INSPECTIONS

1. **Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Finance & Tax Department of the City of Murfreesboro. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of 2 CFR § 200.300 through 200.309 and Subpart F. If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Finance Department personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

Subrecipients that expend \$750,000 or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

Any Subrecipient receiving less than \$750,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the ARPA expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, the City as the pass-through entity, and the Government Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request. If audit findings are included in the audit report, Subrecipient must submit a corrective plan to the Grantee addressing audit findings to accompany the audit report. The corrective plan submitted to the Grantee shall include the action to be taken with an anticipated completion date for

findings to be corrected. If the Subrecipient disagrees with the finding(s), then an explanation summarizing specific reasons for the disagreement shall be submitted to the Grantee.

VII. SUBRECIPIENT RESPONSIBILITIES

1. **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Tennessee and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of ARPA, 31 CFR Part 35, 2 CFR Part 200, other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Education or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City.

VIII. DOCUMENTATION AND RECORD KEEPING

1. **Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records of all actions, and accurate books of accounts for all funds received and disbursed with full documentation to substantiate each transaction. If the Subrecipient should go out of existence, custody of the records with respect to all matters covered by this Agreement shall be assigned and transferred to the City.

2. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the four categories of ARPA;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with the requirements in 2 CFR § 200.311 regarding any change of use of real property acquired or improved with ARPA assistance;
- e. Financial records that document all transactions and that can be properly documented and audited;
- f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;

- g. Copies of all third party or subcontracts; and
- h. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific ARPA-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 2 CFR Part 200, Subpart D for a detailed description of the required records.

3. **Retention of and Access to Records:** In accordance with 2 CFR § 200.334 through 200.338, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by Treasury for a period of three years from the date of submission of the final expenditure report to the City of Murfreesboro. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, Treasury, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Treasury to ensure compliance with this Agreement and with all local, state, and Federal regulations.

4. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

5. **Inventory Management:** The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ARPA funds through the Agreement termination date. The status report should inventory all equipment and non-real properties purchased with ARPA funds and state the condition of the equipment and its location.

IX. PROCUREMENT

1. **Procurement Methods:** The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and

regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.

- a. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
- b. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2, Subpart 2.1.
- c. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
- d. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
- e. The Subrecipient agrees to purchase services, goods, and materials on an "as needed basis" and at the "lowest price obtainable".
- f. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

X. SUBRECIPIENT - CONTRACT PROVISIONS

1. Contract Provisions for Non-Federal Entities Under Federal Awards:

The Subrecipient must also make sure that any contracts related to the Program in this Agreement must contain the following provisions:

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement.

- c. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act: The Davis-Bacon Act (40U.S.C.3141-3148) requirements do not apply to projects funded solely with awards funds from the Coronavirus State and Local Fiscal Recovery Funds (hereinafter referred to as "CSFRF/CLFRF ARPA") program, except funded construction projects undertaken by the District of Columbia. Recipients may otherwise be subject to the requirements of Davis-Bacon Act, when CSFRF/CLFRF ARPA award funds are used on a construction project in conjunction with funds from another federal program that requires the enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing- wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF ARPA funds and other sources of funding.

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 non-Federal entity must report all suspected or reported violations to the Federal

awarding agency.

- e. 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.
- f. 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.
- g. Clean Air Act (42 U.S.C. 7401-76719) 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. 7401-76719) 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).
- h. 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 Part 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.

- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or 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.
- j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contract must comply with 2 CFR § 200.216.
- k. Domestic Preference for Procurement: Contract must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- l. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.

XI. PERFORMANCE AND FINANCIAL REPORTING

1. **Performance and Financial Monitoring and Reporting:** The Subrecipient must comply with 2 CFR § 200.328 through 200.330, 31 CFR Part 35, and all performance and financial monitoring and reporting requirements outlined in this agreement.

The Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedule in Part E and F. The Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the U.S. Department of Treasury and in accordance with ARPA reporting requirements. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for funds. As stated in Section 13.2, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

XII. PROGRAM MONITORING

1. **General:** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in Parts C through E, to determine if it is consistent with the initial purpose of the project and in compliance with ARPA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. The Subrecipient fails to take recommended corrective action;
- b. Projects are at high risk of error for activities that serve large number of people;
- c. Projects are at high risk based on the amount of funds involved.

2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with Part F. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice

being given to the Subrecipient, the City may schedule on-site visits as authorized in Section 11.1 above.

3. **Programmatic Monitoring:** City staff shall monitor, review, and evaluate the Subrecipient. Performance reports will be reviewed and evaluated in accordance with Part E. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in Section 11.1 above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary. The Subrecipient shall at any time and as often as the City or the Treasury may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. **Projects Involving Construction or Renovation:** For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.

5. **Risk Assessment, Specific Conditions and Remedies:** The City will conduct a risk assessment as required by §200.332(b) and determine the Subrecipient's level of risk as low, moderate, or high. Risk assessments may be repeated throughout the project period after unanticipated issues or other adverse circumstances that may arise.

6. In the event of noncompliance or failure to perform, the City has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)).

7. The City will also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see §200.332(9)).

8. **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.

9. **Subrecipient Response:** The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

XIII. TERMINATION, SANCTIONS AND CLOSEOUTS

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR § 200.339

through 200.343. The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of Section 13.1 and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with 2 CFR § 200.344. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, account for any real or personal property acquired with federal funds, and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

4. **Post-Closeout Adjustments and Continuing Responsibilities:** The Subrecipient acknowledges the provisions of 2 CFR § 200.345 in regards to post-closeout adjustments and continuing responsibilities in relation to the U.S. Department of Treasury and the City of Murfreesboro.

XIV. TAXES

1. **Payment of Taxes:** The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

XV. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement. In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 31 CFR Part 35, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

2. **Debarment and Suspension:** In accordance with 2 CFR § 180.220, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at <https://sam.gov/>, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible. The following link will provide information on how to look up suspended and debarred companies on sam.gov: www.dol.gov/agencies/ofccp/debarred-list.

3. **Emerging Business Enterprises:** If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.

4. **Building and Zoning Regulations and Permits:** The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.

5. **Section 504 - Persons with Disabilities:** The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (and the implementing regulations at 24 CFR Part 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.

6. **Discrimination Prohibited:** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract. The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Part B.

7. **Nepotism:** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.

8. **Conflict of Interest:** The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with 2 CFR § 200.318(c), no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

9. **Political Activity Prohibited:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S Code (USC).

10. **Lobbying Prohibited:** None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Tennessee. The Subrecipient shall assure compliance

with the regulations at 2 CFR § 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision. The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

XVI. MISCELLANEOUS CLAUSES AND NOTICES

1. **Terms Herein Controlling Provisions:** The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Tennessee. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Rutherford County, Tennessee.

3. **Disclaimer of Liability:** City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 et seq.).

4. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

5. **Arbitration, Damages, Jury Trial and Warranties:** The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement.

The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be

given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

6. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 *et seq.*), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.

7. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of Tennessee Public Records Act (T.C.A. § 10-7-503, *et seq.*) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Subrecipient must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Tennessee Public Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

8. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the Treasury and/or the City may require, shall furnish to the Treasury and/or the City, such statements, records, reports, data and information the Treasury and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Tennessee Public Records Act (T.C.A. § 10-7-503 *et seq.*).

9. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Murfreesboro", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal

assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of ARPA funds from the U.S. Department of Treasury and the City of Wichita."

10. **Training Required:** It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the Treasury or as required by the City.

11. **Copyrights:** If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to Treasury regulations. The Treasury and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

12. **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the Treasury and the City for determination by the Treasury and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the Treasury regulations.

13. **Anti-Trust Litigation:** For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Tennessee, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

14. **Compliance with Law:** Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

15. **Third Party Exclusion:** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

16. **Independent Contractor:** The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:

- a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby

waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.

- b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (D dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.
- c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
- d. Unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the Program site.
- e. If Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.
- f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Subrecipient.
- g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
- h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub- subcontractors, vendors, along with members of the general public it encounters while performing the work.
- i. Subrecipient will not combine its business operations in any way with

City's business operations and each party shall maintain their operations as separate and distinct.

XVII. APPENDICES

All Appendices, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Part A - Agreement
- Part B - Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
- Part C - Subrecipient Information, Project Scope, and Timeline Part D- Project Budget
- Part E - Performance Measures and Reporting Part F - Financial Reporting
- Part G - Reimbursement Request Form Part H - Duplication of Benefits Certification

XVIII. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT


 Bobby N. Duke, III
 Director of Schools

CITY OF MURFREESBORO

 Shane McFarland
 Mayor

Date: 2/13/2024

Date: _____

APPROVED AS TO FORM:

 Adam F. Tucker, City Attorney

PART B
REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination - Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its departments, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Subrecipient shall 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.

C. 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.

D. 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, Subrecipient 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, Subrecipient 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 Agreement. Subrecipient 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, Subrecipient 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, Subrecipient 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.

E. If Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients and contractors also comply with Title VI and other applicable authorities covered in this document.

PART C
SUBRECIPIENT INFORMATION, PROJECT SCOPE, AND TIMELINE

I. SUBRECIPIENT INFORMATION

Subrecipient: Murfreesboro City Schools
SAM UEI: D23MHJLC9TJ9
Grant & CFDA: American Rescue Plan Act (ARPA) – CFDA 21.027
Award Amount: \$156,000

Address: 2552 South Church Street
City: Murfreesboro
State: Tennessee
Zip Code +4: 37127-6342

Contact: Daniel Owens
E-mail: daniel.owens@cityschools.net
Phone: 615-893-5313

II. PROJECT SCOPE

Project Overview: The project funded by this Agreement is to continue to underwrite the cost for employment of educational assistants that will provide tutoring services as part of the TNALL CORPS Program.

Background: Subrecipient is a pre-kindergarten through sixth-grade municipal public-school system, also referred to as a "local education agency" established pursuant to T.C.A. §49-2-401 et. seq., Murfreesboro City Charter §92, and Murfreesboro City Code, Chapter 25. The Murfreesboro City School System consists of thirteen (13) schools and educates approximately 9,450 students.

Between 2022 and 2024, Murfreesboro City Schools has implemented a TN ALL Corps tutoring program and has seen positive outcomes in student achievement. Continued funding of this program allows continuation of additional low-ratio, high-dosage tutoring to be provided to students. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the "Program" and are defined in further detail in Part C through E.

The Program funded by this Agreement will be assigned to fund the salaries of Educational Assistants who will be responsible for small group tutoring sessions. These tutoring sessions will be in person, last between 30-45 minutes, and occur 2-3 times per week. Students must remain in tutoring for at least one calendar year and focus on one content area per semester. The tutoring will use high-quality materials that are aligned with classroom content so that classroom instruction is reinforced and enhanced. Tutoring is free for all participating students and targeted toward schools with the highest poverty levels (Title Schools) and schools that have the highest subgroup deficits.

All students who participate in the tutoring program will be required to complete a placement assessment and to complete progress monitoring for the duration of their tutoring support. This will be done through the online assessment component of the free math and reading online resource program.

Education Assistant Role: The Tier 1 Intervention educational assistants allocate the majority of their time to the facilitation of small group tutoring and instruction. Tutoring sessions are provided in person, with a time duration of approximately 45 minutes occurring 2-3 times per school week. The educational assistant assists instructional personnel with the presentation of learning materials and instructional exercises after conferring with the certified teacher on standards-based instructional materials designed to meet student needs. Educational assistants will be expected to:

1. Provide individualized support to teachers and students to meet student needs through differentiated instruction;
2. Model effective instructional strategies;
3. Establish specific goals and strategies targeting student achievement, and monitor and adjust progress toward those goals throughout the year so that continuous academic progress and improvement occurs;
4. Work with school-based and central office staff to meet specific program requirements; and,
5. Collect, analyze, and respond to data collected through the tutoring programs.

Educational assistants will be available to Subrecipient for in-service training in instruction and curriculum topics as required and/or requested. Educational assistants will also have access to a five-module training course for aspiring and alternative educators.

III. PROJECT TIMELINE

The overall project must comply with the timelines in Section II and III of the Agreement. Below is an estimated timeline of this Program:

February 2024	Subrecipient agreement executed
May 2024	Award allocated in FY2025 budget
August 2024	Educational assistants will continue to provide tutoring services to students during the school day

**PART D
PROGRAM BUDGET**

Expense	Amounts
Salaries: 11 Educational Assistants at 37.5 hours each for 9 weeks	
Benefits: Taxes, medical, 401K, unemployment, life, etc. (27% of total salary costs)	
Total Salaries	\$156,000.00
Total Expenses	\$156,000.00

**PART E
PERFORMANCE MEASURES AND REPORTING**

Performance measure reports are to be completed using the form below and in accordance with the following schedule. The performance measure reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement.

Performance Measures and Reporting (PMR) Schedule				
Report	Required Frequency	Report Period Start Date	Report Period End Date	Reporting Due Date
PMR August 2024	Monthly	8/1/24	8/31/24	10/15/24
PMR September 2024	Monthly	9/1/24	9/30/24	11/14/24
PMR October 2024	Monthly	10/1/24	10/31/24	12/15/24
PMR November 2024	Monthly	11/1/24	11/30/24	1/15/25

**PART F
FINANCIAL DRAWDOWNS AND REPORTING**

Financial drawdowns and reports are to be completed using the form below and in accordance with the following schedule. The financial reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement.

Financial Drawdowns and Reporting (FDR) Schedule				
Report	Required Frequency	Report Period Start Date	Report Period End Date	Reporting Due Date
FDR August 2024	Monthly	8/1/24	8/31/24	10/15/24
FDR September 2024	Monthly	9/1/24	9/30/24	11/14/24
FDR October 2024	Monthly	10/1/24	10/31/24	12/15/24
FDR November 2024	Monthly	11/1/24	11/30/24	1/15/25

The final drawdown and closeout report must be submitted by January 15, 2025.

PART G
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, Murfreesboro City Schools, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Murfreesboro (City) has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Per Schedule in Part F
Month of Reimbursement Request

SUBRECIPIENT

Bobby N. Duke III
Bobby N. Duke, III
Director of Schools

Date: 2/13/2024

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Schools FY24 Budget Amendment #7

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Amendment #7 to the FY24 General Purpose fund and the Federal Projects fund to budget additional Revenue from State of TN – TISA funding and Title III Immigrant grant. Plus, adjust final revenues and expenditures from projected to actual amounts in ESSER 2.0.

Staff Recommendation

Approve Resolution 24-R-07 amending the FY24 General Purpose and Federal Project funds as presented.

Background Information

On March 12, 2024, the MCS Board approved the budget amendments to recognize additional TISA revenue of \$314,500 and Title III Immigrant grant of \$4,667. Also, the MCS Board approved the adjustments to final revenues and expenditures from projected to actual amounts to close out ESSER 2.0 project.

General Purpose Schools Fund 141:

- Budget \$314,500 in new revenue received from the TISA funding to fund maintenance and repair of buildings, other contracted services, other charges, and workers' compensation insurance.

School Federal Projects Fund 142:

- Budget \$4,667 in new revenue received from Title III Immigrant grant to provide additional Imagine Learning license for multi-lingual learners and training for teachers.
- Decrease remaining ESSER 2.0 revenues and expenditures by \$3,932. The final complete ESSER 2.0 allocation from FY 21 – FY 24 equated to \$5,638,135.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The total increase in revenue of \$314,500 will be budgeted in the General Purpose fund and \$4,667 will be budgeted in the School Federal Projects fund to recognize new revenues and related expenditures. Also, the final adjustment to close out ESSER 2.0 project.

Attachments

1. Resolution 24-R-07
2. Exhibit A: MCS Budget Amendment #7

RESOLUTION 24-R-07 amending the Fiscal Year 2024 (hereafter "FY2024") Murfreesboro City Schools Budget (7th Amendment).

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

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

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

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

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

4347032E51F0401
Adam F. Tucker
City Attorney

General Purpose Schools Fund 141
Fiscal Year 2023-24

Exhibit A to Resolution 24-R-07

TISA Funding

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
State of TN - TISA	59,399,465	59,713,965	314,500
Total Increase in Revenues	\$ 59,399,465	\$ 59,713,965	\$ 314,500
<u>Expenditures</u>			
Maintenance and Repair of Buildings	662,493	822,493	160,000
Other Contracted Services	55,000	75,000	20,000
Other Charges	20,000	40,000	20,000
Workers Compensation Insurance	460,007	574,507	114,500
Total Increase in Expenditures	\$ 1,197,500	\$ 1,512,000	\$ 314,500

CHANGE IN FUND BALANCE (CASH)

-

To budget an additional \$314,500 TISA money for repairs and renovations. Also, it will fund extra costs in the Support-Maintenance of Plant account and the increase of Workers Compensation Insurance in the General Purpose School Fund.

Schools Federal Projects Fund 142
Fiscal Year 2023-24

Exhibit A to Resolution 24-R-07

Title III Immigrant

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
Title III Immigrant	-	4,667	4,667
Total Increase in Revenues	\$ -	\$ 4,667	\$ 4,667
<u>Expenditures</u>			
Instructional Supplies & Materials	-	4,539	4,539
Indirect Cost	-	128	128
Total Increase in Expenditures	\$ -	\$ 4,667	\$ 4,667

CHANGE IN FUND BALANCE (CASH)

-

This amendment budgets the FY24 carryover and additional revenue for the Title III Immigrant grant and it will be used to purchase additional Imagine Learning License for English Language Learner students.

Schools Federal Projects Fund 142
Fiscal Year 2023-24

Exhibit A to Resolution 24-R-07

ESSER 2.0

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
ESSER 2.0	119,935	116,004	(3,932)
Total Increase in Revenues	\$ 119,935	\$ 116,004	\$ (3,932)
<u>Expenditures</u>			
Regular Instruction Equipment	50,000	49,361	(639)
Transportation Equipment	40,039	36,746	(3,293)
Total Increase in Expenditures	\$ 90,039	\$ 86,107	\$ (3,932)

CHANGE IN FUND BALANCE (CASH) -

This Amendment budgets the final FY 24 revenues and expenditures in ESSER 2.0 from projected to actual amounts.
The carryover final budget was approved October 24, 2023

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Resolution 24-R-08 Approving TDOT Permit Application

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Resolution 24-R-08 approving the purchase of Vigilant LPRs and the TDOT permit application.

Staff Recommendation

Approve Resolution 24-R-08 approving the purchase of Vigilant LPRs and the TDOT permit application.

Background Information

City council approved the purchase of Vigilant license plate recognition cameras from Motorola and the TDOT permit application on March 7, 2024. TDOT has requested proof that the council approved the submission of the application for license to install and operate ALPR cameras on State highway rights-of-way.

Fiscal Impact

None.

Attachments

Resolution 24-R-08

RESOLUTION 24-R-08 approving purchase of Vigilant License Plate Recognition Camera System and TDOT Permit Application.

WHEREAS, Murfreesboro Police Department has been awarded grant monies from the State's Violent Crime Intervention Fund for the implementation of license plate reader cameras (LPRs); and

WHEREAS, Murfreesboro City Council approved an initial purchase and deployment of LPRs in March 2023; and

WHEREAS, these cameras have been installed and are proving effective investigations and prosecution of criminal activity; and

WHEREAS, the purchase of additional LPRs will expand MPD's coverage area to include travel points along state routes as required by the grant; and

WHEREAS, on March 7, 2024, Murfreesboro City Council approved the purchase of Vigilant License Plate Recognition Camera System from Motorola through the State's General Services Central Procurement Office; and

WHEREAS, prior to placement of LPRs on state rights-of-ways, the City must obtain a License to Install and Operate Law Enforcement Automated License Plate Recognition (ALPR) Cameras on State Highway Right-of-Way to the Tennessee Department of Transportation; and

WHEREAS, the Tennessee Department of Transportation requires the City of Murfreesboro to submit proof that the Murfreesboro City Council approved the submission of the Application for License to Install and Operate Law Enforcement Automated License Plate Recognition (ALPR) Cameras on State Highway Right-of-Way to the Tennessee Department of Transportation; and

WHEREAS, on March 7, 2024, Murfreesboro City Council approved the Application for License to Install and Operate Law Enforcement Automated License Plate Recognition (ALPR) Cameras on State Highway Right-of-Way required to be filed with the Tennessee Department of Transportation.

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

SECTION 1. On March 7, 2024, Murfreesboro City Council approved the submission of an Application for a License to Install and Operate Law Enforcement Automated License Plate Recognition (ALPR) Cameras on State Highway Right-of-Way to the Tennessee Department of Transportation.

SECTION 2. On March 7, 2024, Murfreesboro City Council approved the purchase of Vigilant License Plate Recognition Camera System from Motorola with grant monies from the State's Violent Crime Intervention Fund for the implementation of license plate reader cameras (LPRs) for placement on State

Highway Rights-of-Ways as required by the above referenced grant.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: FAA ADS-B Tower Land Lease Amendment

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

Approval of Lease Amendment for ADS-B tower Land Lease.

Staff Recommendation

Approval of Amendment to the Land Lease Agreement with L3Harris for the ADS-B tower at the Murfreesboro Municipal Airport.

Background Information

ADS-B (Automatic Dependent Surveillance–Broadcast) is a critical part of the FAA’s airspace management systems. It is surveillance technology that tracks aircraft positions while airborne. In 2008, the FAA requested the City provide a 30-year, no-rent land lease for an ADS-B tower at the Airport. Installation of ADS-B equipment also allowed for location of the Airport’s rotating beacon atop of the tower at no cost to the City.

The proposed Lease Amendment addresses the fact that a new company, L3 Harris Technologies, Inc., has been awarded the FAA contract for ADS-B equipment nationwide through 2045. The Lease Amendment automatically renews through the year-to-year during the term of the FAA contract.

Council Priorities Served

Expand Infrastructure

Partnering with the FAA to improve and maintain the National Airspace System (NAS) is a benefit to the City and the national aviation system.

Operational Issues

None

Fiscal Impact

There are no fiscal impacts from this Lease Agreement Amendment.

Attachments

First Amendment To Lease

**FIRST AMENDMENT TO LEASE
MURFREESBORO MUNICIPAL AIRPORT, ADS-B RADIO STATION SITE SV176-07**

This First Amendment (“Amendment”) is made by and between **L3Harris Technologies, Inc.**, (“Lessee”) a Delaware corporation, and the **City of Murfreesboro**, (“Lessor”). This amendment is effective as of the date of the last signature below (“Effective Date”). This Amendment may refer to L3Harris and the City of Murfreesboro collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the original ADS-B radio station site lease agreement (“Agreement”) originally dated 17 December 2009 was between the City of Murfreesboro and ITT Corporation (“Original Lessee”); and

WHEREAS, Original Lessee merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

WHEREAS, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the lessee has an active contract with the FAA that is supported by the leased premises.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

- 1. RENEWAL.** Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee’s option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the term of the then-current FAA contract supported by the use of the premises.

- 2. NOTICES.** Section 14 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR: Murfreesboro Municipal Airport
1930 Memorial Boulevard
Murfreesboro, TN 37130
Attn: Airport Manager

TO LESSEE: L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street (5th floor),
Herndon, VA 20171.
Jennifer.Banasik@L3harris.com.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

CITY OF MURFREESBORO

L3HARRIS TECHNOLOGIES, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 03/18/2024

Item Title: Hangar site construction administration services Work Authorization

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

Approval of a Work Authorization for hangar site construction administration services.

Staff Recommendation

Approval of Work Authorization with Barge Design Solutions for hangar site construction administrative services on the north end of the Murfreesboro Municipal Airport.

Background Information

The current Airport Layout Plan approved by the Federal Aviation Administration, Tennessee Aeronautics Division, and adopted by the City of Murfreesboro in 2013 identifies the north end of the airport as the site for the development of various sized hangars to meet the high demand for aircraft storage facilities. There are currently over 45 individuals who have paid a deposit to be on the T-hangar Waiting List and there are local businesses expressing interest in basing their aircraft at the Murfreesboro Airport.

This construction effort will assist the City and Airport in economic development efforts and allow a diversification of the aeronautical uses and users of the airport. This work should help position the Airport and City in preparation of the scheduled relocation of the MTSU Aerospace Department as well. The construction work will include the installation of a drainage system, utilities, as well as pads for future hangars. Barge Design Services will be providing part-time inspection services.

Council Priorities Served

Improve economic development

The development of the north end of the Murfreesboro Municipal Airport will provide economic development opportunities which will contribute jobs and revenue opportunities for the City as well as the Airport.

Operational Issues

The area under construction will not have any impact on airport operations.

Fiscal Impact

The maximum fee of \$117,223 for the construction administrative services is being paid with Community Improvement Plan (CIP) funds as an economic development project.

Attachments

Barge Design Solutions Work Authorization.

EXHIBIT "A"

WORK AUTHORIZATION NO. 2024-02

MURFREESBORO MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT BID AND CA SERVICES

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between the City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Bidding, Construction Administration and Resident Project Representative Services for Mass Grading and Utility installation at the proposed Hangar Area Development Site as Designed in "Hangar Site Development – Phase I". See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

A total compensation budget of **\$117,223** is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

CITY OF MURFREESBORO

BARGE DESIGN SOLUTIONS

Name

Name

Date: _____

Date: _____

EXHIBIT "B"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 2024-02

MURFREESBORO MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT BID AND CA SERVICES

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Mass Grading and Utility Installation at Hangar Site Development Area

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions at the time of this agreement of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13B Airport Design
- FAA AC 150/5370-10H Standards for Specifying Construction on Airport
- FAA AC 150/5370-2G Operation Safety on Airports During Construction

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits C and D for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal, schedule and the Scope of Services.

1. This scope and fee is limited to the Bidding, Construction Administration, and Resident Project Representative Services for this project.

Tentative Project Schedule

The following Tentative milestone schedule has been established for this project:

- | | |
|-----------------------------|-------------------|
| • Barge WA Submitted to MBT | February 23, 2024 |
| • Client Approval of WA | March 15, 2024 |
| • Advertisement for Bids | April 1, 2024 |
| • Pre-Bid Conference | April 16, 2024 |
| • Bid Opening | April 30, 2024 |
| • Contract Award and NTP | TBD |

SECTION III - SERVICES OF THE ENGINEER

To develop the Scope of Services and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff, and Field Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER will perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

PROJECT DEVELOPMENT SERVICES

The ENGINEER will meet with the owner to develop the project scope and prepare a written work authorization to complete the scope of services identified. Barge will procure a geotechnical subconsultant to perform compaction testing during construction. Barge will prepare and submit FAA Form 7460-1 Notice of Proposed Construction for the project.

FINAL PLAN SET FOR BIDDING

The ENGINEER will finalize the plans for bidding and develop specifications and bid documents to be used by interested parties in submitting a bid for the project. The final bid set will include the following drawings:

- Cover Sheet
- Construction Safety and Phasing Plan (CSPP)

- General Notes and Summary of Quantities
- Existing Conditions and Demolition Plan
- Erosion Control Plans
- Grading and Drainage Plans
- Utility Plan
- Storm Drain Profiles
- Storm Details
- Waterline Profile
- Waterline Details
- Sanitary Sewer Plan and Profiles
- Sanitary Sewer Details
- Fencing Plan

The ENGINEER will prepare for review and approval of the OWNER front end documents, contract documents, technical specifications and bid schedules specific to the project.

- Technical Specifications will be based on the applicable versions of FAA Advisory Circular 150/5370-10H, Standards for Specifying Construction on Airports and/or TDOT Highway Specifications as applicable. For those provisions which are not governed by such circular or specifications, the ENGINEER will prepare specifications consistent with the ENGINEER's master specifications.

The ENGINEER will prepare an Engineer's Opinion of Probable Construction Cost, to be submitted with the Final Plans and Specifications. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract. The Owner understands that Barge has no control over the cost or availability of labor, equipment, materials, over-market conditions, or the contractor's method of pricing, and that Barge's EOPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's EOPCC

The ENGINEER will provide electronic copies of the Project Documents to the OWNER prior to bidding.

CITY PERMITTING AND UTILITY COORDINATION

The ENGINEER will coordinate with local utility companies regarding plans to install new utilities at the site and will provide updated easements as required.

The ENGINEER will submit the plans to the City of Murfreesboro for planning review and site plan approval in accordance with City regulations.

BIDDING SERVICES

Under this phase, the ENGINEER will assemble and compile the work products developed under the design tasks and prepare a set of construction drawings for the project. The drawing package will include such drawings as the ENGINEER deems appropriate and necessary to bid and construct the project.

This project will be bid through the City of Murfreesboro Purchasing Department. The City of Murfreesboro will advertise the project and oversee distribution of plans and specs to interested bidders. Bids will be received electronically by the City.

The ENGINEER will provide support to the OWNER to receive bids, and award construction contracts based on the construction documents prepared by the ENGINEER. Specific support to be provided will include:

- Attend and moderate a pre-bid conference to familiarize bidders with the project and project site.
- Respond to bidder's questions in writing through the issuance of addenda to the Contract Documents.
- Development and issuance of Construction Drawing or Specification Revisions for inclusion in addenda to the Bid Documents.
- Prepare a Certified Tabulation of Submitted Bids and submit to the OWNER.
- Assist the OWNER in evaluation of bids and preparation of a recommendation of award based on the specified criteria.

The ENGINEER will provide one (1) full size copy of the 'Issued for Bid' Construction Drawings for the OWNER's use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications in PDF and other requested CAD files.

CONSTRUCTION ADMINISTRATION SERVICES

Under this phase, the ENGINEER will coordinate, attend and conduct the Pre-construction Conference; and generate and distribute meeting minutes.

The ENGINEER will review shop drawings and material submittals provided by the Contractor as stipulated in the Contract Documents. The ENGINEER will maintain a Submittal Review Log of all Technical and Administrative Submittals. The ENGINEER's review of shop drawings and material submittals will be limited to general design concepts and compliance with the Contract Documents. Reviews will not relieve the Contractor of their responsibility for compliance with the Contract Documents.

The ENGINEER will review the Contractor's pay requests and verify the values and quantities with project records and determine if the work for which payment is being requested has been completed in accordance with the plans and specifications. Upon verification, the ENGINEER will prepare and submit these requests to the owner for payment.

The ENGINEER and the ENGINEER's Resident Project Representative will attend and conduct the Final Inspection. While conducting these inspections, the ENGINEER will review the work for general conformance with the Contract Documents and determine the level of completeness. The ENGINEER will provide a list of incomplete items for the development of a final punch list.

The ENGINEER will compile and provide to OWNER the following closeout documents, as applicable: administrative costs summary, engineering cost summary, engineering invoices including final invoice, engineering contract amendments, subconsultant invoices, construction cost summary, contractor pay applications to include final pay applications, copies of all change orders, contractor's release of liens for subcontractors and suppliers, warranties, and operating manuals and instructions.

The Construction Administration fee presented in Exhibit "C" is based on an assumed contract duration of 60 calendar days. Additional Construction Administration beyond 60 days will require additional compensation to the ENGINEER.

RESIDENT PROJECT REPRESENTATIVE SERVICES

Provide a full-time Resident Project Representative (RPR) for observation of the PROJECT's construction. A total of 160 hours is budgeted for RPR time for this project. Additional RPR services will require a contract amendment. The person employed for this purpose will be subject to the approval of the OWNER.

The Resident Project Representative shall:

- Serve as the OWNER's liaison with the Contractor working principally through the Contractor's superintendent.
- Cooperate with the Contractor in dealing with the various local agencies having jurisdiction over the PROJECT in order to complete connections to public utilities and facilities.
- Alert the Contractor's superintendent when he observes material or equipment being used which he believes fails to conform to the Contract Documents.
- Maintain a Daily Project Report for the days while onsite, which includes a log of quantities, hours on the job site, weather conditions, list of visiting officials, and daily activities and decisions.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record these visits in the Daily Project Report and indicate the outcome of the inspections.

Limitations of Authority:

Except upon written instructions of ENGINEER, resident project representative:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER'S authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

CONSTRUCTION MATERIALS TESTING

Construction materials testing will be conducted by a subconsultant to confirm that the construction conforms substantially to project plans and specifications. This is to be on an as-needed basis. The subconsultant shall:

- Perform construction testing and furnish copies of results of all tests required in the construction of the PROJECT as required per specifications.
- A summary of test results will be included as a part of the closeout process. This summary will detail passing or failing tests along with the associated contract requirements and any corrective action taken.
- The testing involved is to be done by a competent, FAA-approved testing laboratory whose proposal and qualifications shall be subject to approval by the OWNER.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**

The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, FAA and TDOT, and other federal, state and local agencies. The ENGINEER will work closely with identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

- **Quality Program**

Engage Subject Matter Specialists and provide milestone reviews and incorporation of comments in accordance with the ENGINEER's Quality Program. In addition, review comments provided by the OWNER, FAA, TDOT and other agencies reviews of deliverables will be incorporated as appropriate.

EXHIBIT "C"

COMPENSATION

WORK AUTHORIZATION NO. 2024-02

MURFREESBORO MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT BID AND CA SERVICES

BASIC SERVICES

1. The ENGINEER shall be compensated for Project Development Services identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 4,114.00

2. The ENGINEER shall be compensated for Final Plan Set for Bidding identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 21,746.00

3. The ENGINEER shall be compensated for Bid Phase Services identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 4,139.00

4. The ENGINEER shall be compensated for Construction Administration Services identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 35,485.00

5. The ENGINEER shall be compensated for City Permitting and Utility Coordination identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 7,500.00

SPECIAL SERVICES

6. The ENGINEER shall be compensated for performance of work for Construction Materials Testing, as identified in the Scope of Services by the OWNER. Said total compensation to be based on invoiced amount from an approved geotechnical subcontractor, with a not-to-exceed (without the OWNER's prior approval) budget of:

\$ 21,800.00

7. The ENGINEER shall be compensated for performance of work related to providing Resident Project Representation identified in the Scope of Services. Said compensation to be on a cost plus basis for time and reimbursables with a not-to-exceed (without OWNER's prior approval) budget of:

\$ 22,439.00 *

Assumes 20 – 8 hour days of inspection, for a total of 160 hours. Inspections above and beyond the 160 hours will require additional compensation to the ENGINEER.

EXHIBIT "D"

SUMMARY OF PROFESSIONAL FEES

WORK AUTHORIZATION NO. 2024-02

MURFREESBORO MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT BID AND CA SERVICES

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

February 2, 2024

Project Number:

3741908

AIP Number

N/A

MBT HANGAR SITE DEVELOPMENT GRADING, DRAINAGE AND UTILITIES BID/CA

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT	NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT					
A. PRINCIPAL (P)		1	\$90.84	\$90.84	
B. PROJECT MANAGER (PM)		9	\$77.64	\$698.76	
C. CIVIL ENGINEER (CE)		4	\$58.67	\$234.68	
D. ENGINEERING INTERN (EI)		0	\$31.58	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$76.49	\$0.00	
F. ARCHITECT(A)		0	\$73.79	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		2	\$62.65	\$125.30	
H. ENVIRONMENTAL PLANNER (EP)		0	\$56.39	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$43.59	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$34.03	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$38.76	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:				\$1,149.58	
COMBINED OVERHEAD:	205.58%			\$2,363.31	
J. DOCUMENTS SETS 0	0		\$0.10	\$0.00	
K. SHIPPING SETS 0	0		\$15.50	\$0.00	
L. TRIPS MILES 96	1		\$0.670	\$64.32	
M. FLIGHTS	0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:				\$64.32	
SUBTOTAL:					\$3,577.21
OPERATING MARGIN:	15%				\$526.93
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.87%				\$10.00
TOTAL PROJECT DEVELOPMENT PHASE:					\$4,114.00
2. DESIGN PHASE					
A. PRINCIPAL (P)		1	\$90.84	\$90.84	
B. PROJECT MANAGER (PM)		35	\$77.64	\$2,717.40	
C. CIVIL ENGINEER (CE)		41	\$58.67	\$2,405.47	
D. ENGINEERING INTERN (EI)		0	\$31.58	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$76.49	\$0.00	
F. ARCHITECT(A)		0	\$73.79	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$62.65	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$56.39	\$0.00	
I. DESIGNER/DRAFTING (D)		22	\$43.59	\$959.05	
J. SECRETARIAL/TYPIST (S)		0	\$34.03	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$38.76	\$0.00	
DESIGN PHASE DIRECT LABOR:				\$6,172.76	
COMBINED OVERHEAD:	205.58%			\$12,689.97	
L. TOTAL PLAN SHEETS (50%) SETS 0	0		\$2.50	\$0.00	
M. SHIPPING (50%) SETS 0	0		\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%) SETS 0	0		\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%) SETS 0	0		\$2.50	\$0.00	
P. SHIPPING (90%) SETS 0	0		\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL) SETS 0	0		\$0.10	\$0.00	
R. TOTAL PLAN SHEETS (FINAL) SETS 0	0		\$2.50	\$0.00	
S. SHIPPING (FINAL) SETS 0	0		\$40.00	\$0.00	
T. TRIPS MILES 96	0		\$0.670	\$0.000	
U. FLIGHTS	0		\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
DESIGN PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$18,862.73
OPERATING MARGIN:	15%				\$2,829.41
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.87%				\$53.70
TOTAL DESIGN PHASE:					\$21,746.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)			NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	TOTAL COST
3. BID PHASE						
A. PRINCIPAL (P)				0	\$90.84	\$0.00
B. PROJECT MANAGER (PM)				11	\$77.64	\$854.04
C. CIVIL ENGINEER (CE)				4	\$58.67	\$234.68
D. ENGINEERING INTERN (EI)				0	\$31.58	\$0.00
E. ELECTRICAL ENGINEER (EE)				0	\$76.49	\$0.00
F. ARCHITECT(A)				0	\$73.79	\$0.00
G. SENIOR AVIATION PLANNER (SAP)				0	\$62.65	\$0.00
H. ENVIRONMENTAL PLANNER (EP)				0	\$56.39	\$0.00
I. DESIGNER/DRAFTING (D)				0	\$43.59	\$0.00
J. SECRETARIAL/TYPIST (S)				2	\$34.03	\$68.05
K. RESIDENT PROJECT REP. (RPR)				0	\$38.76	\$0.00
BID PHASE DIRECT LABOR:						\$1,156.77
COMBINED OVERHEAD:						205.58%
COMBINED OVERHEAD:						\$2,378.09
L. DOCUMENTS	SETS		200		\$0.10	\$0.00
M. SHIPPING					\$40.00	\$0.00
N. TRIPS	MILES	96	1		\$0.670	\$64.320
O. FLIGHTS			0		\$750.00	\$0.00
P. TRAVEL SUBSTINENCE			0		\$12.75	\$0.00
BID PHASE EXPENSES:						\$64.32
SUBTOTAL:						\$3,599.18
OPERATING MARGIN:						15%
FCCM (APPLIED TO DIRECT LABOR ONLY):						0.87%
TOTAL BID PHASE:						\$4,139.00
4. CONSTRUCTION PHASE						
A. PRINCIPAL (P)				0	\$90.84	\$0.00
B. PROJECT MANAGER (PM)				92	\$77.64	\$7,142.88
C. CIVIL ENGINEER (CE)				38	\$58.67	\$2,229.46
D. ENGINEERING INTERN (EI)				0	\$31.58	\$0.00
E. ELECTRICAL ENGINEER (EE)				0	\$76.49	\$0.00
F. ARCHITECT(A)				0	\$73.79	\$0.00
G. SENIOR AVIATION PLANNER (SAP)				8	\$62.65	\$501.20
H. ENVIRONMENTAL PLANNER (EP)				0	\$56.39	\$0.00
I. DESIGNER/DRAFTING (D)				0	\$43.59	\$0.00
J. SECRETARIAL/TYPIST (S)				2	\$34.03	\$68.05
K. RESIDENT PROJECT REP. (RPR)				0	\$38.76	\$0.00
CONSTRUCTION PHASE DIRECT LABOR:						\$9,941.59
COMBINED OVERHEAD:						205.58%
COMBINED OVERHEAD:						\$20,437.92
J. DOCUMENTS	SETS		0		\$0.10	\$0.00
K. SHIPPING					\$40.00	\$0.00
L. TRIPS	MILES	96	6		\$0.670	\$385.920
M. FLIGHTS			0		\$750.00	\$0.00
N. TRAVEL SUBSTINENCE			6		\$12.75	\$76.50
CONSTRUCTION PHASE EXPENSES:						\$462.42
SUBTOTAL:						\$30,841.93
OPERATING MARGIN:						15%
FCCM (APPLIED TO DIRECT LABOR ONLY):						0.87%
TOTAL CONSTRUCTION PHASE:						\$35,485.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT						
PROJECT DEVELOPMENT PHASE				\$4,114.00	6%	
FINAL PLAN SET FOR BIDDING				\$21,746.00	33%	
BID PHASE				\$4,139.00	6%	
CONSTRUCTION PHASE				\$35,485.00	54%	
TOTAL SECTION A:						\$65,484.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES						
1. CITY PERMITTING AND UTILITY COORDINATION						\$7,500.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (SUBCONTRACTED)						\$0.00
3. DBE PLAN UPDATE & REPORTING						\$0.00
4. DOCUMENTED CATEx						\$0.00
TOTAL SECTION B:						\$7,500.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):						\$72,984.00

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)

SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES										
1. CONSTRUCTION MATERIALS TESTING SERVICES (TERRACON)										\$21,800.00
2. AIRPORT LAYOUT PLAN										\$0.00
3. AIRPORT LAYOUT PLAN UPDATE										\$0.00
										\$0.00
									TOTAL SECTION C:	\$21,800.00
SECTION D: SURVEY										
	0	DAYS OF DESIGN SURVEY								
	0	DAYS OF CONSTRUCTION SURVEY								
	0	TOTAL DAYS OF SURVEY								
1. 2-MAN SURVEY CREW (1 PARTY CHIEF, 1 INSTRUMENT MAN)										
REGULAR	0		HRS @		\$0.00 / HR =				\$0.00	
OVERTIME	0		HRS @		\$0.00 / HR =				\$0.00	
2. SURVEY MANAGER	0		HRS @		\$0.00 / HR =				\$0.00	
4. SURVEY PROCESSOR	0		HRS @		\$0.00 / HR =				\$0.00	
									DIRECT LABOR TOTAL SECTION D:	\$0.00
									COMBINED OVERHEAD:	205.58%
										\$0.00
5. AUTO EXPENSES	0	DAYS @	96	MILES/DAY @	\$0.670 =				\$0.00	
6. PER DIEM	0	DAYS @	\$12.75	/ DAY / PERSON =					\$0.00	
									EXPENSES TOTAL SECTION D:	\$0.00
									SUBTOTAL:	\$0.00
									OPERATING MARGIN:	10%
										\$0.00
									FCCM (APPLIED TO DIRECT LABOR ONLY):	0.87%
										\$0.00
									TOTAL SECTION D:	\$0.00
SECTION E: ENVIRONMENTAL										
1. ADEM PERMITTING										\$0.00
2. COE 404 PERMITTING										\$0.00
3. ENVIRONMENTAL ASSESSMENT										\$0.00
4. WETLAND DELINEATION SURVEY			DAYS @							\$0.00
									TOTAL SECTION E:	\$0.00
SECTION F: RESIDENT PROJECT REPRESENTATIVE										
	60	CALENDAR DAY CONTRACT								
1. RESIDENT PROJ. REPS	20	DAYS @	8	HRS @	\$38.76 / HR =				\$6,201.07	
									DIRECT LABOR TOTAL SECTION F:	\$6,201.07
									COMBINED OVERHEAD:	205.58%
										\$12,748.15
2. AUTO EXPENSES	20	DAYS @	96	MILES/DAY @	\$0.670				\$1,286.40	
3. PER DIEM	20	DAYS @	\$12.75	/ DAY =					\$255.00	
									EXPENSES TOTAL SECTION F:	\$1,541.40
									SUBTOTAL:	\$20,490.62
									OPERATING MARGIN:	10%
										\$1,894.92
									FCCM (APPLIED TO DIRECT LABOR ONLY):	0.87%
										\$53.95
									TOTAL SECTION F:	\$22,439.00
TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)										\$44,239.00

GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services) **\$117,223.00**

ADDITIONAL PROJECT EXPENSES (IF REQUIRED)

1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF \$250,000 OR MORE)										\$0.00
2. NEWSPAPER ADVERTISING										\$0.00
3. PAVEMENT ANALYSIS AND TESTING										\$0.00
4. GEOTECHNICAL EVALUATION										\$0.00
5. CONSTRUCTION TESTING			DAYS @							\$0.00
									TOTAL ADDITIONAL PROJECT EXPENSES:	\$0.00

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Child Advocacy Center MOU

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Memorandum of Understanding with the Child Advocacy Center supporting services provided in assistance to MPD for investigating allegations of child abuse.

Staff Recommendation

Approve MOU with Child Advocacy Center

Background Information

MPD works as part of a multidisciplinary team with the District Attorney’s Office, other law enforcement agencies, the CAC, and the Department of Children’s Services to investigate and aggressively prosecute cases involving child sexual abuse and severe physical abuse.

The City has a long-standing partnership with the CAC and has provided previous funding and in-kind donations. This MOU facilitates a funding path by acknowledging the crucial services provided by the CAC which are essential in cases investigated by MPD and other law enforcement agencies. The MOU will also serve as a model for other governmental entities to work toward a collaborative funding approach with in Rutherford County.

FY24 funding for the CAC as outlined in the MOU was approved by Council on August 17, 2023 in the Strategic Partnership funding schedule.

Responsible Budgeting

Strategic Partnerships identify and support value-added services that directly impact and enhance the City’s mission.

Fiscal Impact

\$90,000 is funded by the Police Department FY24 operating budget.

Attachment

Memorandum of Understanding with Child Advocacy Center

INTERAGENCY MEMORANDUM OF UNDERSTANDING
BETWEEN
CHILD ADVOCACY CENTER OF RUTHERFORD COUNTY, INC.
AND
CITY OF MURFREESBORO
ON BEHALF OF
THE MURFREESBORO POLICE DEPARTMENT

WHEREAS the Child Advocacy Center of Rutherford County, Inc. (“CAC”), a non-profit charitable organization, that was established in 2000 to work as a team with the Department of Children’s Services, law enforcement, and the District Attorney’s Office to respond to child abuse, child sexual abuse, and child neglect; and

WHEREAS the CAC applied for funds from the City of Murfreesboro (“City”) to continue providing forensic interviews of child victims and crisis intervention services to child abuse victims, child sexual abuse victims, child neglect, non-offending parents, grandparents, and family members; and

WHEREAS the CAC is the only place in Murfreesboro that provides a safe, child-friendly environment where law enforcement, child protective services, prosecution, medical and mental health professionals may share information and develop effective, coordinated strategies sensitive to the needs of each unique case and child; and

WHEREAS the CAC works as a team with mental health counselors, Department of Children’s Services, law enforcement, and the District Attorney’s Office to help children heal from the trauma of the abuse, and help families rebuild their shattered lives; and

WHEREAS the operational guidelines for the CAC and the Child Protective Investigative Team (CPIT Team) are established by the Tennessee Code Annotated including the ability of the CAC, a non-profit agency, to conduct fundraising activities; and

WHEREAS the Murfreesboro Police Department (“MPD”) works as a multidisciplinary team with the District Attorney’s Office, other law enforcement agencies, the CAC, and the Department of Children’s Services, to investigate and aggressively prosecute child abuse cases; and

WHEREAS the MPD finds the services provided by the CAC essential in investigating allegations of child abuse, child sexual abuse, and child neglect, and has established a need to support the CAC. The CAC will continue to provide the forensic interviews and crisis intervention services as long as funding for the program is available, regardless of the funding source; and

NOW THEREFORE, the City of Murfreesboro, municipal corporation of the State of Tennessee, on behalf of the Murfreesboro Police Department and Child Advocacy Center of Rutherford County, Inc, a non-profit corporation of the state of Tennessee, enter into this MOU on _____ (“Effective Date”).

1. **Purpose.** The purpose of this MOU is to establish funding of the CAC through the MPD Operating Budget to support the provision of services by the CAC to assist the MPD in investigating allegations of child abuse, child sexual abuse, and child neglect in the City of

Murfreesboro.

2. **Communications.** The Parties agree that the principal point of contact within each organization shall coordinate all communications and tasks under this MOU.

Murfreesboro Police Department
Chief Michael Bowen
1004 North Highland Ave.
Murfreesboro, TN 37130
0216@murfreesborotn.gov
(615) 896-9011

Child Advocacy Center of Rutherford County, Inc.
Sharon De Boer, Executive Director
503 Highland Terrace, Suite C
Murfreesboro, TN 37130
shardeboer@aol.com
(615) 867-9000

3. **Duties and Responsibilities of MPD.** MPD's role on the Child Protective Investigative Team includes, but is not limited to, the following:
 - a. Ensure that all victim, witness, suspect interviews are complete;
 - b. Conduct a thorough crime scene investigation;
 - c. Collect evidence, including corroborating evidence;
 - d. Preserve the chain of custody for all evidence;
 - e. Present the evidence to the District Attorney's office for prosecution determination;
 - f. Attend monthly Child Protective Investigative Team meetings when MPD cases are being presented to the District Attorney's Office;
 - g. Follow the guidelines set forth in the Rutherford County Child Protective Investigative Team Investigative Protocol.
 - h. Observe child victim forensic interviews at the CAC;
 - i. Contact the CAC for consultation on a case involving child abuse, child sexual abuse and child neglect cases with the Child Protective Investigative Team;
 - j. Inform CAC of any relevant policies, procedures, or protocols pertaining to child abuse, child sexual abuse and child neglect cases involving the Child Protective Investigative Team to ensure seamless integration with CAC; and
 - k. Coordinate with CAC to facilitate joint training programs, workshops, and ongoing professional development opportunities for CAC to enhance safety, collaborative skills, cultural competence, and understanding of investigative protocols for child abuse, child sexual abuse and child neglect cases.
4. **Duties and Responsibilities of CAC.** CAC agrees to provide the following services to MPD upon request from the MPD. Such duties consist of, but are not limited to, the following:
 - a. Respond to and assist with child abuse, child sexual abuse and child neglect cases with MPD and the Child Protective Investigative Team;
 - b. Provide forensic interviews for child abuse and child sexual abuse victims;
 - c. Provide crisis intervention and case management services for non-offending parents, grandparents, and family members;
 - d. Offer victim support and advocacy to children and families referred by MPD throughout the investigation and legal proceedings;
 - e. Conduct case tracking to monitor case progress;
 - f. Provide Darkness to Light training for City of Murfreesboro employees in the Murfreesboro Police Department and the Murfreesboro Parks and Recreation Department, and to parents, grandparents, and professionals to teach them how to protect children from child sexual abuse and what to do if a child reports abuse to them;
 - g. Attend monthly Child Protective Investigative Team meeting when CAC cases are being presented to the District Attorney's Office;

- h. Follow the guidelines set forth in the Rutherford County Child Protective Investigative Team Investigative Protocol;
 - i. Assist MPD in responding to child abuse, child sexual abuse and child neglect cases with the Child Protective Investigative Team. The CAC and MPD will work collaboratively to provide better outcomes and services to those in need;
 - j. Adhere to prevailing or current confidentiality laws when interacting with MPD with respect to child abuse, child sexual abuse and child neglect cases; and
 - k. Law enforcement utilizes body cameras and other recording devices in performing services to the community. As standard procedure, these devices will not be used to record in the Child Advocacy Center or during CPIT Team meetings.
5. **Term.** This MOU shall not be effective until approved by City Council and signed by all required parties. The term of this MOU is from _____ to _____.
6. **Compensation; Method of Payment.** The City, through the MPD Operating Budget, shall fund CAC ninety thousand dollars and zero cents (\$90,000.00) to continue to provide services to the citizens of Murfreesboro as set forth in this MOU and T.C.A. §37-1-607.
7. **Insurance.** CAC shall purchase and maintain during the life of this MOU, insurance coverage which will satisfactorily insure CAC against claims and liabilities which arise because of the execution of this MOU, with the minimum insurance coverage as follows:
- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$3,000,000 in the general aggregate.
 - b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.
8. **Liability.** Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, subcontractors, and deputies. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is a legally binding MOU between the parties. The remedy for non-performance under this MOU shall be termination of this MOU. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, members, officers, or others for whom the party is responsible. This MOU shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Tennessee shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of, or in connection with, or by reason of this MOU; provided however, any judgment or settlement rendered in or agreed upon in any such litigation or proceeding may be enforced in any other jurisdiction.
9. **Defenses.** This MOU shall not affect any of the parties' rights, titles, or claims of defenses, including MPD's entitlement of sovereign immunity pursuant to Tennessee law.
10. **Notices.** Notice of assignment of any rights to money due to CAC under this MOU 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 Child Advocacy Center of Rutherford
County, Inc.:
Sharon De Boer, Executive Director
Child Advocacy Center of Rutherford Co, Inc.
503 Highland Terrace, Suite C
Murfreesboro, TN 37130

11. **Maintenance of Records.** The accounting books, records, and documents of the CAC, insofar as they relate to work performed or money received under the MOU, 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 Generally Accepted Accounting Principles.
12. **Modification.** This MOU may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **Waiver.** No waiver of any provision of this MOU affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** The CAC does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this MOU, the CAC 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 Constitution or statutory law; nor may they be excluded from participation in, be denied benefits of, or 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 contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the CAC 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 MOU, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a CAC or subcontractor under the City contracts.

18. **Assignment.** The provisions of this MOU benefit and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CAC under this MOU, neither this MOU nor any of the rights and obligations of CAC 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 CAC from its obligations hereunder.
19. **Integration.** This MOU sets forth the entire MOU between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
20. **Force Majeure.** Neither party shall have 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 Government, act of public enemy or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this MOU 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 CAC may provide. Any action between the parties arising from this MOU may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this MOU 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 MOU.
23. **Effective Date.** This MOU is not binding upon the parties until signed by the authorized representatives of CAC and the City and is thereafter effective as of the date set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this MOU which shall become effective as of the Effective Date stated herein.

City of Murfreesboro

Mayor Shane McFarland

Murfreesboro Police Department

Chief Michael Bowen

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**Child Advocacy Center of Rutherford
County, Inc.**

Sharon De Boer, Executive Director

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Purchase and Installation of IT server Room Cooling System

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase and installation of cooling equipment for the IT server room.

Staff Recommendation

Approve the purchase and installation of cooling equipment for the IT server room.

Background Information

The servers at MPD are essential for storing, processing, and managing data for all applications and services for police and dispatch. This equipment needs preventative maintenance, and additionally, the batteries and cooling fans are past the replacement age. This equipment is available for purchase through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Omnia contract.

Council Priorities Served

Maintain Public Safety

Public safety systems rely on server infrastructure for communication and coordination among emergency responders. A stable cooling system ensures that these systems remain operational.

Fiscal Impact

The total expense of \$67,769 is funded from the FY22 CIP bond for IT Replacements.

Attachments

Contract with Insight Public Sector, Inc.

Agreement for Purchase and Installation of IT Server Room Cooling System

This Agreement 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 (the "City"), and **Insight Public Sector, Inc.**, a Corporation of the State of Illinois ("Contractor").

This Agreement consists of the following documents:

- This document
- Omnia Partners Cooperative Contract #23-6692-03 ("Omnia Agreement")
- Contractor's Price Quotations #0227087190, #0227087270, and #0227087686 dated February 2, 2024 (the "Contractor's Proposal"); and
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, Contractor's Omnia Partner's Contract #23-6692-03("Omnia Agreement")
- Lastly, Contractor's Proposal dated February 2, 2024.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the goods and to perform the installation services for an IT Server Room Cooling System as described in Contractor's Proposal dated February 2, 2024.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Quotes. The Contractor will at all times maintain good discipline and order at the site.
 2. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee. The Contractor warrants to the City that:

1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.

4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
 1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
 1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.
 2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor

will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

- k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term.** The term of this Agreement shall be from the Effective Date to the expiration of the OMNIA agreement on April 30, 2026, or as amended by OMNI Partners. Contractor's services may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For 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.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposal dated February 2, 2024 as detailed below:
- Price Quotation #0227087190 for Battery Replacement for a price of \$25,873.78
 - Price Quotation #0227087270 for Ciebert UPS Capacitor and Fan Services for a price of \$21,978.00
 - Price Quotation #0227087686 for Preventative Maintenance Services for \$19,917.29

which reflects a **total price of \$67,769.07**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the 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. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all

work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. 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.

4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

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.

6. **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:	If to Contractor:
City Manager	Insight Public Sector
City of Murfreesboro	Attn: Erica Falchetti
111 West Vine Street	801 Adlai Stevenson Dr.
Murfreesboro, TN 37130	Springfield, Il 62703
	erica.falchetti@insight.com

7. **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.

8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

9. **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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

- 16. **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.
- 17. **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.
- 18. **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.
- 19. **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.
- 20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, 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.
- 21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, 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.
- 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 the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE | INSIGHT PUBLIC SECTOR, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Erica Falchetti
Erica Falchetti, Senior SLED Capture Manager

Approved as to form:
DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
1004 N HIGHLAND AVE
MURFREESBORO TN 37130-2454

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Battery Replacement
Tag#1844033 QTY 40 - HX300
Tag#1844035 QTY 40 - HX300
New Battery Verification Service - QTY 2

Billing:
Milestone Payment Due
Shipment of batteries Total amount for batteries and freight
Completion of installation and testing Balance of project price

Quotation

Quotation Number : [0227087190](#)
Document Date : 02-FEB-2024
PO Number : BATTERY REPLACEMENT
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
1844033	BATTERY REPLACEMENT SERVICE (M-F 8AM TO OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 33266.99 Discount: 22.224%	1	25,873.78	25,873.78
			Services Subtotal	25,873.78
			TAX	0.00
			Total	25,873.78

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>



SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

FULL STRING REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install tab washers for battery monitoring senses leads.
10. Torque all connections to the specific "inch pound" requirement specified by the manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer's guidelines.
14. Measure and record the total battery float voltage (at the battery).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.
20. Measure and record the float voltage of all jars.
21. Commission the Alber monitor (if present) following the standard commissioning procedures.



22. Provide the battery the proper Freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

Site specific Requirements for Full String Replacement for VRLA Batteries

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack(at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
 1. Inside delivery
 2. Ground Delivery
 3. Floor Protection
 4. Floor Loading Limitations
 5. Delivery Path Includes Stairways, Ramps or Other Obstructions
 6. Use of Cranes
 7. Exclusive labor requirements installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

ASSUMPTIONS AND CLARIFICATIONS

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.



- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

SEALED VRLA BATTERIES (10 YEAR DESIGN LIFE)

BATTERY VERIFICATION SERVICE

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 2 site visits on new installations or prior to a load bank test. Scheduled by the customer at the customers convenience (excluding national holidays).
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
IEEE	Ensures battery installation meets manufacturer and IEEE requirements.
Freshening Charge	For new installations Vertiv will perform the initial freshening charge on the batteries. Water additions for VLA (if applicable), will be addressed as needed after the equalize/freshening charge has been completed.

SERVICE PERFORMED

Battery Verification Service

First trip:

1. Inspect the appearance and cleanliness of the battery and the battery room area. Record any findings
2. Visually inspect the jars and covers for cracks and leakage. Record any findings
3. Visually inspect the racks or cabinets for any deficiencies. Record any findings.
4. Confirm that ventilation is provided.
5. Visually inspect for evidence of corrosion at terminals and connectors ensuring that the connections meet manufacturer's requirements.
6. Tighten all battery connections to the battery manufacturer's specifications and record the value utilized.
7. Ensure connections are properly prepped per the manufacturers IOM.
8. Measure and record the total string voltage.
9. Measure and record the float voltage of all cells.
10. Measure and record the ambient temperature.
11. Measure and record the jar temperature.
12. Place battery online.
13. Verify and record the battery float voltage.
14. Measure and record the AC ripple voltage.
15. Measure and record the AC ripple current.
16. Follow Note 2, below.

Second Trip:

1. Measure and record the ambient temperature.
2. Measure and record cell temperatures.



3. Measure and record the total battery float voltage and charging current. Verify proper float voltage is applied per the manufacturer.
4. Measure and record the float voltage of each jar/cell.
5. Measure and record the AC ripple voltage.
6. Measure and record the AC ripple current.
7. Measure and record the internal ohmic value of each jar.
8. Provide a detailed written report noting any deficiencies and corrective action taken and/or required.

ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
1004 N HIGHLAND AVE
MURFREESBORO TN 37130-2454

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Milestone	Payment Due
Shipment of capacitors	Total amount for capacitors and freight
Completion of installation and testing	Balance of project price

Quotation

Quotation Number : [0227087270](#)
Document Date : 02-FEB-2024
PO Number : CAP & FAN REPLACEMENT
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price
LIEUPSCAPFANREPSVC	LIEBERT UPS CAPACITOR AND FAN SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 28257.99 Discount: 22.224% Tag # Description Model # Service Description 1844036 "Fan Rep NX480 40-80KWSTC" 38SB081A0A01 Fans 1844036 "ACDC Cap Rep NX480 40-80KWSTC" 38SB081A0A01 AC/DC Cap Replacement 1844037 "Fan Rep NX480 40-80KWSTC" 38SB081A0A01 Fans 1844037 "ACDC Cap Rep NX480 40-80KWSTC" 38SB081A0A01 AC/DC Cap Replacement	1	21,978.00	21,978.00

- Please plan/allow 8-12 weeks for capacitor and fan replacement, (if applicable).
- Replacement of all DC Capacitors.
- Replacement of all Fans and Blowers (if applicable).
- Replacement of all AC Input, Output Capacitors.
- Replacement of all Commutation Capacitors, (if applicable).

Services Subtotal	21,978.00
TAX	0.00
Total	21,978.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3 PHASE MODELS - EXCEPT SERIES 300 AND NX 10-30 KVA

LIFE EXTENSION - DC CAPACITOR REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv is the OEM service provider for Liebert products.
Cap Replacements	Includes a complete replacement of all DC capacitors (all necessary labor and material).

SERVICE PERFORMED

DC Capacitor and Fan Replacement Service

1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
2. Verify new capacitor values prior to installation.
3. Clean capacitor decks and buss bars of all dirt, debris, and/or leakage.
4. Record AC ripple voltage and current before, and after, capacitor replacement.
5. Replace DC buss filter capacitors.
6. Inspect DC capacitor wiring for loose connections and heat discoloration. Replace, if necessary.
7. Ensure all capacitor connections are properly torqued.
8. Record new capacitor date codes.
9. Form new DC capacitors.
10. Perform thermal scan of capacitor decks and connections.
11. Dispose of removed capacitors (upon request and at time of service).
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Service to be performed during the Annual preventive maintenance visit, as per the contract purchased on the UPS (excluding national holidays). Change out can also be performed during a Semi-annual visit if customer agrees to shut down the equipment. If a special visit was purchased, service is performed at the customer's convenience, regardless of contract purchased on the UPS (excluding national holidays).

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.



- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

LIFE EXTENSION - AC CAPACITOR REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv is the OEM service provider for Liebert products.
Cap Replacements	Includes a complete replacement of all AC Input and Output Filter Capacitors (all necessary labor and material).

SERVICE PERFORMED

AC Capacitor Replacement Service

1. Check all nuts, bolts, screws, and connections for heat discoloration.
2. Verify new capacitor values prior to installation.
3. Clean capacitor decks and buss bars of all dirt, debris, and/or leakage.
4. Record AC filter currents before and after capacitor replacement.
5. Replace input filter capacitors.
6. Replace output filter capacitors.
7. Replace commutation capacitors, if applicable.
8. Replace power supply electrolytic capacitors, if applicable.
9. Inspect AC, input/output capacitor wiring, and replace if necessary.
10. Properly torque all capacitor connections.
11. Record new capacitor date codes.
12. Perform thermal scan of capacitor decks and connections.
13. Dispose of removed capacitors (upon request and at time of service).
14. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Service to be performed during the Annual preventive maintenance visit, as per the contract purchased on the UPS (excluding national holidays). Change out can also be performed during a Semi-annual visit if customer agrees to shut down the equipment. If a special visit was purchased, service is performed at the customer's convenience, regardless of contract purchased on the UPS (excluding national holidays).

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TERMS AND CONDITIONS

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INSIGHT PUBLIC SECTOR SLED
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO TN 37130-3573

SHIP-TO

CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO TN 37130-3573

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0227087686
Document Date	: 02-FEB-2024
PO Number	: INSTALL BASE CONTRACT
PO release:	:
Sales Rep	: Ashley McDonald
Email	: ASHLEY.MCDONALD@INSIGHT.COM
Telephone	: +18004674448
Sales Rep 2	: Janine Mackey
Email	: JANINE.MACKEY@INSIGHT.COM
Telephone	: +18136377044

Material	Material Description	Quantity	Unit Price	Extended Price																																																																								
CPQ-617998-1-2	SCOPE OF WORK FOR CITY OF MURFREESBORO OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 16362.99 Discount: 22.226% Option # 2 - PM Only 8x5	1	12,726.09	12,726.09																																																																								
	<table border="0"> <tr> <td>Tag #</td> <td>Description</td> <td>Model #</td> <td>Annual PM</td> <td></td> <td></td> </tr> <tr> <td>Qty.</td> <td>Coverage Type(Coverage Dates)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1844035</td> <td>SEALED BATTERY</td> <td>38BP120XPX1BNS</td> <td></td> <td>2</td> <td>PM Only</td> </tr> <tr> <td></td> <td>8x5 (02/01/2024) - (01/31/2025)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1844033</td> <td>SEALED BATTERY</td> <td>38BP120XPX1BNS</td> <td></td> <td>2</td> <td>PM Only</td> </tr> <tr> <td></td> <td>8x5(02/01/2024) - (01/31/2025)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1844037</td> <td>NX 40-80</td> <td>38SB081A0A01</td> <td>2</td> <td></td> <td>PM ONLY</td> </tr> <tr> <td></td> <td>8X5(02/01/2024) - (01/31/2025)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1844036</td> <td>NX 40-80</td> <td>38SB081A0A01</td> <td>2</td> <td></td> <td>PM ONLY 8X5</td> </tr> <tr> <td></td> <td>(02/01/2024) - (01/31/2025)</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Tag #	Description	Model #	Annual PM			Qty.	Coverage Type(Coverage Dates)					1844035	SEALED BATTERY	38BP120XPX1BNS		2	PM Only		8x5 (02/01/2024) - (01/31/2025)					1844033	SEALED BATTERY	38BP120XPX1BNS		2	PM Only		8x5(02/01/2024) - (01/31/2025)					1844037	NX 40-80	38SB081A0A01	2		PM ONLY		8X5(02/01/2024) - (01/31/2025)					1844036	NX 40-80	38SB081A0A01	2		PM ONLY 8X5		(02/01/2024) - (01/31/2025)																			
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CPQ6179981HVAC-2	SCOPE OF WORK FOR CITY OF MURFREESBORO OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 9245.99 Discount: 22.224% HVAC Option #2	1	7,191.20	7,191.20																																																																								
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Services Subtotal	19,917.29
TAX	0.00
Total	19,917.29

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Annual Service (includes the above, plus)

1. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
2. Measure and record harmonic trap filter currents (if applicable).
3. Check the inverter and rectifier snubbers for burned or broken wires.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Check fuses on the DC capacitor deck for continuity (if applicable).
6. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
7. Calibrate and record all electronics to system specifications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Measure and record all low-voltage power supply levels.
10. Record phase-to-phase input voltage and currents.
11. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:
 - Check for NO-OX grease or oil on all connections (if applicable).

- Check battery jars for proper liquid level (if flooded cells).
 - Check for corrosion on all the terminals and cables.
 - Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
 4. Measure and record total battery float voltage.

ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

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SCOPE OF WORK

SEALED VRLA BATTERIES

PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Verify approval for Battery Life program.

Annual Service (includes the above, plus)

1. Re-tighten all connections to the battery manufacturer's specifications.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

CUSTOMER RESPONSIBILITIES

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- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Purchase of Mobile Data Terminals

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of 70 new mobile data terminals (MDT) for police vehicles.

Staff Recommendation

Approve the purchase of 70 new MDTs for police vehicles from Insight Public Sector.

Background Information

The purchase of 70 MDTs are scheduled replacements as part of the department's five-year replacement cycle. This equipment is available for purchase through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Omnia contract.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

Fiscal Impact

The total expense of \$244,190 is funded from the FY22 and FY24 CIP Budget for MDT Replacements.

Attachments

Contract with Insight Public Sector, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR IT PRODUCTS AND SERVICES**

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 **INSIGHT PUBLIC SECTOR, INC.**, a corporation of the State of Illinois ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Omnia Partners Cooperative Contract No. 23-6692-03 ("Omnia Agreement")*
- *Price Quotation #0227197664 dated March 7, 2024 ("Contractor's Proposal")*
- *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 Omnia Partners Contract No. 23-6692-03 ("Omnia Agreement")*
- * *Price Quotation #0227197664 dated March 7, 2024 ("Contractor's Proposal").*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth on Contractor's Proposal using the Omnia Agreement. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Omnia Agreement through 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 term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on April 30, 2028, or as amended by Omnia Partners.
3. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and services to be provided under this Contract is set forth in Contractor's Quote #0227197663 reflecting a **Total Purchase Price of Two Hundred Forty-Four Thousand One Hundred Ninety Dollars and Eighty Cents (\$244,190.80)**. 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 or goods and services are delivered. 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 8 weeks of order to: 1004 N. Highland Ave., Murfreesboro, TN 37130. Delivery Contact: James Beasley (email: jbeasley@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:
Insight Public Sector
Attn: Erica Falchetti
801 Adlai Stevenson Dr.
Springfield, IL 62703
480-333-3071
erica.falchetti@insight.com

- 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.

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

CITY OF MURFREESBORO

Insight Public Sector, Inc.

By: _____
Shane McFarland, Mayor

By: Erica Falchetti
Erica Falchetti
Senior SLED Capture Manager

APPROVED AS TO FORM:

Adam Tucker
Adam F. Tucker, City Attorney



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10367278

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

SHIP-TO

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0227197663](#)
Document Date : 07-MAR-2024
PO Number :
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Branden Maiorano
Email : BRANDEN.MAIORANO@INSIGHT.COM
Telephone : +17372473702

Material	Material Description	Quantity	Unit Price	Extended Price
FZ-G2AZ-2FAM	Panasonic Toughbook - Intel Core i5-10310U 1.7Ghz - 10.1" - 16 GB RAM - 512 GB SSD - Windows 11 Pro OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3784.99 Discount: 22.315%	70	2,940.38	205,826.60
FZ-VEKG21LM	Panasonic FZ-VEKG21LM - notebook replacement keyboard - QWERTY - US OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 761.99 Discount: 28.075%	70	548.06	38,364.20
			Product Subtotal	244,190.80
			TAX	0.00
			Total	244,190.80

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Branden Maiorano
+17372473702
BRANDEN.MAIORANO@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

Item Title: Solid Waste Planning Board

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Central Tennessee Region Solid Waste Planning Board.

Background Information

The Central Tennessee Region Solid Waste Planning Membership of the board is designed to provide participation and representation of all local governments within the region whether it is a single county or a multicounty region. This is to ensure all local governments that have solid waste services have a voice on the board.

Council Priorities Served

As part of engaging the community, this will provide at-large citizen representation.

Attachments:

Memo from Mayor McFarland



... creating a better quality of life.

March 21, 2024

Members of City Council

RE: Recommended Appointments – Solid Waste Planning Board

As an item for the City Council Agenda, I am recommending the following appointments to the Solid Waste Planning Board.

Reappointment

Darren Gore

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland".

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 03/21/2024

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
A and M1, LLC	7 Star Hookah Bar	1107 Memorial Blvd Ste A	On-Premises	Hookah Bar	Ownership Change
Queen, LLC	Queen, LLC	210 Stones River Mall Blvd	Combined	Restaurant	Ownership Change/Name/Permit Type Change

Background Information

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

Council Priorities Served

Maintain public safety

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

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	A and M1, LLC
Name of Business	7 Star Hookah Bar
Business Location	1107 Memorial Blvd. Ste. A
Type of Business	Hookah Bar
Type of Permit Applied For	On-Premises

Type of Application:

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

5% or more Ownership

Name	Ayoob Ayoob
Age	46
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.

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	Queen, LLC
Name of Business	Queen, LLC
Business Location	210 Stones River Mall Blvd.
Type of Business	Restaurant
Type of Permit Applied For	Combined

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Permit Type Change	<input checked="" type="checkbox"/>

Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input checked="" type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Wesley Keegan
Age	38
Residency City/State	Nashville, 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.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

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

No Items.

