

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
August 22, 2024

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Joe Martin

Public Comment on Actionable Agenda Items

Consent Agenda

1. Annual State Airport Maintenance Grant (Airport)
2. Taxiway A and Apron Pavement Rehabilitation Change Orders 2 and 3 Revised (Airport)
3. Hangar Site Construction Administration and Design Services - Change Order 1 (Airport)
4. Change Order #1 for Ceiling Renovations at Hobgood Elementary School (Facilities)
5. Retail Liquor Certificate of Compliance - Neighborhood Liquor & Wine (Finance)
6. Wine Sales Certificate of Compliance - Mapco #3162 (Finance)
7. Wine Sales Certificate of Compliance - Mapco #3654 (Finance)
8. Mandatory Referral for Abandonment of a Drainage Easement east of Fortress Boulevard (Planning)
9. Contract with Gallaher & Associates (Police)
10. Donation of Used Equipment to Various Law Enforcement Agencies (Police)
11. Main Street Banner Request (Street)
12. Asphalt and Concrete Purchase Report (Street)
13. Contract with TDOT for Matching Bus Equipment Funds (Transportation)
14. Asphalt Purchases Report (Water Resources)
15. Barton Lawn Care Contract Amendment No. 3 (Water Resources)
16. Overall Creek Pump Station Change Order No. 2 (Water Resources)
17. Culp Cleaning Contract Amendment (Water Resources)
18. Sodium Hypochlorite Contract Renewal (Water Resources)
19. SSR Task Order 2141013.0 Amendment No. 2 Regulatory Assistance (Water Resources)

Old Business

Ordinance

20. Ordinance 24-O-10 City Code Ch. 12 Changes (2nd and Final Reading) (Fire)
Final Reading: Ordinance 24-O-10
21. Ordinance to Amend City Code Regarding Tennis and Pickleball Commission (2nd and Final Reading) (Parks)
Final Reading: Ordinance 24-O-20
22. Ordinance 24-O-24 City Code Ch. 27.5 Amendment (2nd and Final Reading) (Water Resources)
Final Reading: Ordinance 24-O-24

New Business

Land Use Matters

23. Rezoning property along East Vine Street (Planning)
 - a. Public Hearing: Rezone 0.57 acres
 - b. First Reading: Ordinance 24-OZ-26
24. Sewer Allocation Variance- Veterans Parkway – Overall Creek Shops (Planning)

Ordinance

25. Ordinance 24-O-25 Ethics Code (Legal)
First Reading: Ordinance 24-O-25
26. Ordinance 24-O-18 City Code Ch. 33-80 Changes (Water Resources)
First Reading: Ordinance 24-O-18

On Motion

27. Employment Agreement for City Recorder/City Treasurer (Mayor)
28. CUD and City General Water Line Relocation Agreement (Administration)
29. HVAC Preventative Maintenance Agreement Renewal (Facilities)
30. Contract for Turnout Gear (Fire)
31. Bulk Fuel Purchase Contract (Fleet)
32. Acceptance of TN Urban and Community Forestry Program Grant (Parks)
33. IT Consulting Services Amendment 2 (Information Technology)
34. Purchase of Police Vehicles from Lonnie Cobb Ford (Police)
35. State SRO Grant and MOUs (Police)
36. Increase in Number of SRO Stipends (Police)
37. Revival Agreement with On Duty International LLC (Police)
38. United Systems Contract (Water Resources)
39. WRRF Wet Weather Upgrades Contract (Water Resources)
40. Rubicon Technologies Contract (Solid Waste)

41. Contract with TDOT for Matching Transit Facility Funds (Transportation)
42. Reallocation of MED funds for TDOT's Statewide Partnership Program (Transportation)
43. Purchase of Property - 2200 Butler Drive (Administration)

Board & Commission Appointments

44. Water Resources Board Appointment (Mayor)

Licensing

45. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Annual State Airport Maintenance Grant

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Recommend approval of the annual State Airport Maintenance Grant.

Background Information

Each year the TDOT-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc.

Council Priorities Served

Responsible budgeting

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

Operational Issues

Grant assists with the maintenance of items at the airport that promote safe operations at the Airport such as airfield lighting and other similar systems.

Fiscal Impact

Airport Maintenance Grant covers 95% of the cost of certain repair and maintenance items up to \$15,000.

Attachments

Annual State Airport Maintenance Grant



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 07/1/2024		End Date 06/30/2025		Agency Tracking # 40100-51199		Edison ID 82899	
Grantee Legal Entity Name City of Murfreesboro						Edison Vendor ID 4110	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient			Assistance Listing Number # N/A				
			Grantee's fiscal year end – June 30th				
Service Caption (one line only) FY25 Airport Maintenance							
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount		
2025	\$15,000.00	\$0.00		\$0.00	\$15,000.00		
TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00		
Grantee Selection Process Summary							
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.				
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.				
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>			
Speed Chart (optional) TX		Account Code (optional) 71302					

VENDOR ADDRESS: 5

LOCATION CODE: MURFRE-002

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

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

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **July 1st, 2024** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were

incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

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

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Email: cgehrke@murfreesborotn.gov
Telephone: 615-848-2629

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

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

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

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, the Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0775-25

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR AND COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

LESLIE SOUTH, GENERAL COUNSEL

DATE

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

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

Eligible Uses:

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

Ineligible Uses:

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

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

**ATTACHMENT TWO
PAGE ONE**

GRANT BUDGET				
City of Murfreesboro: Fiscal Year 2025 Airport Maintenance Grant				AERM-25-145-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,789.47

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

**ATTACHMENT TWO
PAGE TWO**

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Fiscal Year 2025 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project # 75-555-0775-25

Project Breakdown:

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

Reimbursable Amount: \$15,000.00

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

CITY COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Taxiway A and Apron Pavement Rehabilitation Change Orders 2 and 3 Revised

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Revised Cleary Construction Change Orders 2 and 3 for the Taxiway A and Apron Pavement Rehabilitation project.

Staff Recommendation

Approve the revised Cleary Construction Change Orders 2 and 3 to complete the Taxiway A and Apron Pavement Rehabilitation project.

Background Information

The pavement on Runway 18-36, Taxiway A, and the majority of the apron space at the Airport required maintenance and rehabilitation. The City contracted with Barge Design Solutions and Cleary Construction to complete this rehabilitation and maintenance project. The three Change Orders address the cost associated with repairing a culvert that was damaged during construction and later collapsed. The previous Council Communication had a mathematical error and the State has required the use of a new Change Order form for contractors which Cleary Construction has now provided.

Council Priorities Served

Improve economic development

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

Fiscal Impact

The expense, \$74,612, is 95% covered with the Grant Amendment approved on 11-30-2023 and the local portion is funded by the 2022 CIP.

Attachments

Cleary Construction Change Orders 2 and 3 (revised)

CHANGE ORDER NUMBER TWO (2)

PROJECT TITLE

TAD PROJECT NO. : 75-555-0173-23 DATE PREPARED: 6/21/2024
 AIRPORT: Murfreesboro Municipal CONTRACTOR: Cleary Construction, Inc.
 ADDRESS: 111 West Vine Street ADDRESS: 2006 Edmonton Road
 Murfreesboro, TN 37130 Tomkinsville, KY 42167

THE PURPOSE OF THIS CHANGE ORDER IS TO ESTABLISH UNIT PRICES FOR ITEMS OF WORK NOT COVERED BY THE ORIGINAL CONTRACT AND TO EXTEND CONTRACT TIME. YOU, THE LICENSED CONTRACTOR, ARE REQUESTED TO PERFORM THE FOLLOWING DESCRIBED WORK UPON RECEIPT OF AN APPROVED COPY OF THIS DOCUMENT OR AS DIRECTED BY THE ENGINEER:

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
41	PIPE REPAIR MOBILIZATION LAYOUT	LS	\$ 7,500.00	1.00	\$ 7,500.00
42	PIPE DEMOLITION	LS	\$ 27.40	115.00	\$ 3,151.00
43	STORM DRAIN INSTALLATION (18" RCP Class IV)	LF	\$ 120.89	115.00	\$ 13,902.35
44	HEADWALLS	EA	\$ 850.00	2.00	\$ 1,700.00
45	ASPHALT PATCHING	EA	\$ 26,233.02	1.00	\$ 26,233.02
46	SEAL COAT AND STRIPING	LS	\$ 4,641.00	1.00	\$ 4,641.00
47	STABILIZATION	LS	\$ 3,500.00	1.00	\$ 3,500.00

BRIEF DESCRIPTION, LOCATION, AND REASON FOR CHANGE ORDER: THE PURPOSE OF THIS CHANGE ORDER IS TO REPLACE A FAILED STORM PIPE UNDER TAXIWAY ALPHA. THE NEW STORM PIPE WILL BE LOWERED TO ACHIEVE MORE COVER. STONE BACKFILL, ASPHALT, SEAL COAT, AND MARKINGS WILL BE REPLACED ON TAXIWAY ALPHA.	CHANGE ORDER #2 TOTAL	\$	60,627.37
	PREVIOUS CHANGE ORDER(S) TOTAL	\$	277,573.50
	ORIGINAL CONTRACT AWARDED	\$	1,827,219.50
	REVISED CONTRACT THROUGH CHANGE ORDER #2	\$	2,165,420.37

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE	CONTRACT TIME
<input type="checkbox"/> UNCHANGED <input checked="" type="checkbox"/> INCREASED BY: \$ 60,627.37 <input type="checkbox"/> DECREASED BY: \$ -	<input type="checkbox"/> UNCHANGED <input checked="" type="checkbox"/> INCREASED BY: 10.00 CALENDAR DAYS <input type="checkbox"/> DECREASED BY: X.XX CALENDAR DAYS

CHANGES ARE SHOWN ON DRAWING(S) NO. __, WHICH ARE ATTACHED.

ADDITIONAL JUSTIFICATION FOR CHANGE:

- IS THE CHANGE ORDER SCOPE APPROPRIATE? (DOES THE CHANGE ORDER HELP COMPLETE THE ORIGINAL SCOPE OF THE PROJECT?)
 YES NO
- JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST: _____
- DOES THE SPONSOR HAVE THE LOCAL SHARE FOR THIS CONTRACT CHANGE?
 YES NO N/A
- HAS CONSENT OF SURETY BEEN OBTAINED?
 YES NOT NECESSARY
- WILL THIS AFFECT THE INSURANCE COVERAGE? YES NO
 5a. IF YES, WILL THE POLICIES BE EXTENDED?
 YES NO N/A
- IS THE DBE GOAL STILL ACHIEVEABLE WITH THIS CHANGE ORDER? IF NO, EXPLAIN:
 YES NO THIS PROJECT DOES NOT HAVE A DBE GOAL REQUIREMENT
As explained on Change Order No. 1: some items were removed for the convenience of the owner, i.e. airfield barricades and temporary runway closure. In the engineer's opinion, the contractor has met the good faith effort requirement.
- BUY AMERICAN ANALYSIS
 NO ADDITIONAL BUY AMERICAN REQUEST IS NECESSARY ATTACHED IS A BUY AMERICAN WAIVER REQUEST FOR CHANGE ORDER MATERIALS NO AIP MONEY
- HAS THIS CHANGE ORDER BEEN DISCUSSED WITH THE TDOT PROJECT MANAGER?
 YES NO IF SO, WHEN? 6/4/2024 IF SO, WITH WHOM? Chuck Hoskins

THE FOREGOING IS IN ACCORDANCE WITH YOUR PROPOSAL DATED AND LISTED BELOW:

- THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND CONVENANTS;
- THE RIGHTS OF THE OWNER (SPONSOR) ARE NOT PREJUDICED;
- ALL CLAIMS AGAINST THE OWNER WHICH ARE INCIDENTAL TO OR AS A CONSEQUENCE OF THE AFOREMENTIONED CHANGE ARE SATISFIED.

CONTRACTOR <i>Call Cleary</i> Cleary Construction, Inc. DATE 6/25/2024	OWNER DATE
RECOMMENDED FOR APPROVAL BY: <i>Jeffrey P. Robinson</i> BARGE DESIGN SOLUTIONS 6/21/2024 DATE	APPROVAL DETERMINATION: <input type="checkbox"/> ELIGIBLE; <input type="checkbox"/> PARTIALLY ELIGIBLE; <input type="checkbox"/> INELIGIBLE TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION DATE

NOTE: THIS DOCUMENT REQUIRES TDOT AERONAUTICS APPROVAL PRIOR TO CONSTRUCTION, OTHERWISE STATE AND/OR FEDERAL PARTICIPATION FOR ADDITIONAL WORK MAY BE JEOPARDIZED. PROCEEDING WITH A CONTRACT CHANGE PRIOR TO TDOT AERONAUTICS APPROVAL IS AT THE SPONSOR'S RISK.

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

PROJECT TITLE

TAD PROJECT NO. : 75-555-0173-23 DATE PREPARED: 6/21/2024
AIRPORT: Murfreesboro Municipal CONTRACTOR: Cleary Construction, Inc.
ADDRESS: 111 West Vine Street Murfreesboro, TN 37130 ADDRESS: 2006 Edmonton Road Tomkinsville, KY 42167

THE PURPOSE OF THIS CHANGE ORDER IS TO ESTABLISH UNIT PRICES FOR ITEMS OF WORK NOT COVERED BY THE ORIGINAL CONTRACT AND TO EXTEND CONTRACT TIME. YOU, THE LICENSED CONTRACTOR, ARE REQUESTED TO PERFORM THE FOLLOWING DESCRIBED WORK UPON RECEIPT OF AN APPROVED COPY OF THIS DOCUMENT OR AS DIRECTED BY THE ENGINEER:

Table with 6 columns: ITEM NO., ITEM DESCRIPTION, UNIT, UNIT PRICE, QUANTITY, AMOUNT. Rows include ELECTRICAL MOBILIZATION and ELECTRICAL RELOCATION.

Summary table with 2 columns: Description, Amount. Rows include CHANGE ORDER #3 TOTAL, PREVIOUS CHANGE ORDER(S) TOTAL, ORIGINAL CONTRACT AWARDED, and REVISED CONTRACT THROUGH CHANGE ORDER #3.

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

Form for CONTRACT PRICE and CONTRACT TIME adjustments. Includes checkboxes for UNCHANGED, INCREASED BY, and DECREASED BY with associated dollar amounts and calendar days.

CHANGES ARE SHOWN ON DRAWING(S) NO. __, WHICH ARE ATTACHED.

ADDITIONAL JUSTIFICATION FOR CHANGE:

- 1. IS THE CHANGE ORDER SCOPE APPROPRIATE? (DOES THE CHANGE ORDER HELP COMPLETE THE ORIGINAL SCOPE OF THE PROJECT?)
2. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST:
3. DOES THE SPONSOR HAVE THE LOCAL SHARE FOR THIS CONTRACT CHANGE?
4. HAS CONSENT OF SURETY BEEN OBTAINED?
5. WILL THIS AFFECT THE INSURANCE COVERAGE?
6. IS THE DBE GOAL STILL ACHIEVEABLE WITH THIS CHANGE ORDER?
7. BUY AMERICAN ANALYSIS
8. HAS THIS CHANGE ORDER BEEN DISCUSSED WITH THE TDOT PROJECT MANAGER?

THE FOREGOING IS IN ACCORDANCE WITH YOUR PROPOSAL DATED AND LISTED BELOW:

- A. THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND CONVENANTS;
B. THE RIGHTS OF THE OWNER (SPONSOR) ARE NOT PREJUDICED;
C. ALL CLAIMS AGAINST THE OWNER WHICH ARE INCIDENTAL TO OR AS A CONSEQUENCE OF THE AFOREMENTIONED CHANGE ARE SATISFIED.

CONTRACTOR: [Signature] Cleary Construction, Inc. DATE: 6/25/2024
OWNER: [Signature] Tennessee Department of Transportation Aeronautics Division DATE: 6/21/2024

NOTE: THIS DOCUMENT REQUIRES TDOT AERONAUTICS APPROVAL PRIOR TO CONSTRUCTION, OTHERWISE STATE AND/OR FEDERAL PARTICIPATION FOR ADDITIONAL WORK MAY BE JEOPARDIZED. PROCEEDING WITH A CONTRACT CHANGE PRIOR TO TDOT AERONAUTICS APPROVAL IS AT THE SPONSOR'S RISK.

Signed by: Adam F. Tucker, City Attorney

CITY COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Hangar Site Construction Administrative and Design Services – Change Order 1

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

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

Summary

Barge Design Services Change Order 1.

Staff Recommendation

Approve Barge Design Solutions Change Order 1 for the Hangar Site Construction Administrative and Design Services Work Authorization.

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 40 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. The construction work will include the installation of a drainage system, utilities, as well as pads for future hangars. Additional coordination efforts have been required with the various utility agencies to ensure future phases of the project were well coordinated.

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.

Fiscal Impact

The Amendment/Change Order to the Barge Design Solutions Work Authorization for the amount of \$6,803 is being paid with Community Improvement Plan (CIP) funds as an economic development project.

Attachments

Barge Design Solutions Amendment CO1.

BARGE DESIGN SOLUTIONS, INC. ENGINEERS • ARCHITECTS • PLANNERS

**Work Authorization 2024-02 (Revision 1)
July 22, 2024**

This amendment to Work Authorization No. 2024-02, dated March 25, 2024, between the City of Murfreesboro (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for a revision in services described as follows:

Project: Additional Utility Coordination and Plan Revisions

Project Scope:

- A. Barge provided additional coordination Murfreesboro Water Resources Department (MWRD) to include the following:
 - Additional correspondence and responses to several round of questions related to water and sewer service to the site
 - Water supply calculations at the request of MWRD
 - Plan revisions requested by MWRD

II. COMPENSATION: The adjusted compensation to be paid to **Barge** shall be as shown below in accordance with the original contract:

Phase	Description	Current Contract Amount	Revision 1 Adjustment	Revision 1 Contract Amount
2050	Project Development	4,114.00	0.00	4,114.00
9000	Final Bid Package	21,746.00	0.00	21,746.00
9100	Permitting and Utility Coordination	7,500.00	6,803.00	14,303.00
7000	Bid Phase Services	4,139.00	0.00	4,139.00
7100	Construction Administration	35,485.00	0.00	35,485.00
7150	Construction Materials Testing	21,800.00	0.00	21,800.00
7130	RPR Services	22,439.00	0.00	22,439.00
	Contract Amount	\$ 117,223.00	\$ 6,803.00	\$ 124,026.00

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in the Owner-Engineer Agreement dated January 1, 2021.

City of Murfreesboro

Barge Design Solutions, Inc.

By: _____

Signed by:
By: Michael J. Cole
1F85AC1D496B465...

Title: _____

Title: Vice-President

Date: _____

Date: 8/8/2024

City

Signed by:

Name: Adam F. Tucker
43A2035E51F9401...

Date: 8/4/2024

COUNCIL COMMUNICATION
Meeting Date: 08/22/2024

Item Title: Change Order #1 for Ceiling Renovations at Hobgood Elementary School

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change Order #1 for renovation of non-compliant electrical conditions and asbestos abatement.

Staff Recommendation

Approve Change Order #1 with Thrash Construction Services, LLC.

Background Information

The Hobgood Ceiling Renovation project replaced the suspended acoustical tile ceilings in the classrooms and hallways of the building.

Thrash contract was originally for \$486,110. During construction, it was determined that originally specified allowances for electrical code compliance and water line asbestos abatement were deficient. A detailed list of the amounts is included in Change Order #1. Current project costs are \$491,286.74.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The Change Order, a net increase of \$5,176.74, is funded by shared proceeds from County facility bonds.

Attachments

Change Order #1 for Ceiling Renovations at Hobgood Elementary School

Johnson + Bailey Architects P.C.

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



CHANGE ORDER NO. 1

PROJECT: Ceiling Renovations at
Hobgood Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 1

DATE: August 7, 2024

CONTRACTOR: Thrash Construction Services, LLC
1110 Sam R Fertitta Drive
Shreveport, LA 71101

ARCHITECT'S PROJECT NO: 2212

CONTRACT FOR: Renovations

CONTRACT DATED: April 23, 2024

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

ITEM 1: Renovate existing electrical work at Floor Plan Part A uncovered after demolition of existing ceilings as directed by Architect that is not in compliance with applicable electrical code. Attachments A & B.

ADD:\$11,199.70

ITEM 2: Renovate existing electrical work at Floor Plan Part C uncovered after demolition of existing ceilings as directed by Architect that is not in compliance with applicable electrical code. Attachments A & C.

ADD:\$5,829.25

ITEM 3: Renovate existing electrical work at Floor Plan Part B uncovered after demolition of existing ceilings as directed by Architect that is not in compliance with applicable electrical code. Attachments A & D.

ADD:\$14,447.03

ITEM 4: Install gypsum board bulkhead at corridor of Floor Plan Part B as directed by Architect to compensate for two different corridor suspended ceiling heights. See Attachment E.

ADD:\$2,818.20

ITEM 5: Specification Section 01 21 29 - Quantity Allowances provides a quantity of 2,463 linear feet for abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation. Actual quantity is 2,775 linear feet. Difference is 2,775 - 2,463 = 312 linear feet. The unit cost noted on AIA Document A101 - Standard Form of Agreement Between Owner and Contractor dated April 23, 2024, is \$34.88/ linear foot. Additional cost is 312 LF X \$34.88/LF = \$10,882.56. Attachments F, G & H.

ADD:\$10,882.56

ITEM 6: Deduct Cash Allowance of \$40,000.00 noted in Specification Section 01 21 13 - Cash Allowances. Attachment J.

DEDUCT:\$40,000.00

CHANGE ORDER TOTAL:

ADD:\$5,176.74

Change Order No. 1
 Ceiling Renovations at
 Hobgood Elementary School
 August 7, 2024
 Page 2

ATTACHMENTS:

- Attachment A: Specification Section 01 11 00 - Summary and Scheduling of Work, page 1, dated January 29, 2024 (1 page)
- Attachment B: Thrash Construction Services Proposed Change Order Request No. 1 dated June 27, 2024 (6 pages)
- Attachment C: Thrash Construction Services Proposed Change Order Request No. 2 dated July 9, 2024 (3 pages)
- Attachment D: Thrash Construction Services Proposed Change Order Request No. 3 dated July 15, 2024 (3 pages)
- Attachment E: Thrash Construction Services Proposed Change Order Request No. 4 dated July 24, 2024 (1 page)
- Attachment F: Specification Section 01 21 29 - Quantity Allowances, dated January 29, 2024 (1 page)
July 24, 2024 (1 page)
- Attachment G: KAM Environmental letter dated July 18, 2024 (2 pages)
- Attachment H: AIA Document A101 - Standard Form of Agreement Between Owner and Contractor page 3, dated April 23, 2024 (1 page)
- Attachment J: Specification Section 01 21 13 - Cash Allowances, dated January 29, 2024 (1 page)

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was	\$486,110.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$486,110.00
The Contract Sum will be increased by this Change Order	\$5,176.74
The new Contract Sum including this Change Order will be	\$491,286.74
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 29, 2024

JOHNSON + BAILEY
 ARCHITECTS P.C.
 ARCHITECT

THRASH CONSTRUCTION
 SERVICES, LLC
 CONTRACTOR

CITY OF MURFREESBORO
 OWNER

BY 
 R. Lyle Lynch, Architect

BY 
 Thaddeus Thrash, Managing
 Member

BY
 Shane McFarland, Mayor

DATE August 7, 2024

DATE 8/7/24

DATE

BY
 Scott Elliott, Manager Project
 Development

DATE

SECTION 01 11 00 SUMMARY AND SCHEDULING OF WORK

1.1 SCOPE OF WORK

- A. Work under this Contract includes, but is not limited to, the following:
1. Erection of temporary fences, barricades, and other safety measures, as necessary, to protect school staff, visitors, and the public from the work and materials storage areas.
 2. Temporarily relocate existing school furnishings as required to perform the work areas to designated storage areas as required to access the work areas.
 3. Remove and store for reinstallation existing mechanical and electrical items mounted in existing suspended acoustical tile ceiling.
 4. Remove existing suspended acoustical ceiling tiles.
 5. Temporarily support existing low voltage cables laying on top of suspended acoustical tile ceilings.
 6. Temporarily support existing mechanical and electrical items attached to existing concealed spline ceilings and wood framing.
 7. Remove existing suspended acoustical tile ceiling grid.
 8. Remove existing concealed spline ceilings located above suspended ceiling, and non-structural wood framing for concealed spline ceilings.
 9. Abate existing asbestos containing water pipe insulation, and replace with new water pipe insulation.
 10. Install new steel ceiling joists at corridors for attachment of existing mechanical and electrical items previously attached to existing concealed spline ceilings and wood framing.
 11. Install existing electrical and mechanical items previously attached to existing concealed spline ceilings and wood framing at corridors to new steel ceiling joists.
 12. Support existing low voltage cables previously laying on top of existing suspended acoustical tile ceilings to a side wall or to the building structure with J hooks, cable ties, straps, clamps, or hangers, to comply with 2017 NEC Section 393.14.
 13. Renovate existing electrical work uncovered after demolition as directed by Architect that is not in compliance with applicable electrical code. This work is to be performed under the cost allowance specified in Section 01 21 13 - COST ALLOWANCES.
 14. Install new suspended acoustical tile ceiling system.
 15. Reinstall items mounted in existing suspended acoustical tile ceiling system in their original location.
 16. Install new masonry header above ceiling at one corridor opening.
 17. Relocate existing stored school furnishings to their original room.
 18. At the conclusion of work, clean building to preconstruction condition.



Proposed Change Order - Change Order Request

Proposed CO # 1

Project Hobgood Elementary Ceiling Items 2212

Date 6/27/2024

Scope of Change: Per the electrical inspectors review, fire hazard and non-compliant code conditions must be repaired before we can close up the ceilings. The inspector listed the following as fire hazard conditions: Open junction boxes, hot wires no longer in use, 240 volt wires not in conduit. The attached report documents each location in Zone A where these conditions were identified. The pricing below is to provide and install all materials and labor to correct all the contents listed on the report.

Origin of Change

- Added by Owner
- Added by Architect
- Other _____
- Not on Plans
- Required by Code

Has written authorization been retained from Owner? YES NO Verbal

Breakdown

Description	Cost Code	Estimate Amount	Additional Days	Comments
Electrical Corrections Materials-See Backup Quote from Supp	183010.000	\$ 2,497.00		
Sub OHIP on Material at 10%		\$ 249.70		
Electrical Corrections Labor				
This work will take four days to complete (32hrs.) We are proposing to use 6 men to accomplish this task. One electrician at a rate of \$50/hr and 5 apprentices at a rate of \$35/hr. These rates include all taxes, FICA and labor burden.				
Journeyman Electrician at \$50/hr x 32hrs.		\$ 1,600.00		
5 apprentices at \$35/hr each for a total of \$175/hr		\$ 5,600.00		
Sub OHIP at 10%		\$ 720.00		
General Contractor OHIP at 5%		\$ 533.00		
Revenue Total		\$ 11,199.70		

To be deducted from 40,000.00 contingency allowance in contract.

Contract Tracking

Original Contract Price	\$ 486,110.00
Current Contract Price adjusted by previous Approved change orders	\$ 486,110.00
Adjustment to Contract Price as a result of this Change Order	\$
New Contract Price including this Change Order	\$ 486,110.00

*Contingency amt. 40,000.00
 Contingency adjustment by this <11,199.70>
 Remaining Cont. Amount 28,800.30*

Completion Date:

Additional Days per (this change order)
 Revised project completion date

When signed this Change Order work will be included in the project budget, scope and schedule. No scope of work will begin without a signed Change Order.

Owner _____

Jonathan Polk
 Jonathan Polk (Project Manager)
 Thrash Construction Services

Date _____

Date _____

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1069971 Revision #: 008



**971 NEW SALEM RD.
MURFREESBORO TN 37129
Tel: (615)893-8004 Fax: (615)893-6110**

Contact Name: ANTONIO ALONSO

Job Name:
Attn:
Ship To: P2 ELECTRICAL SERVICES
971 NEW SALEM RD.
MURFREESBORO, TN 37129-0000

**Quote Date: 06/24/24
Updated On: 06/25/24
Expires On: 07/24/24**

Customer PO #:
Customer PO Date:

**FOB: SHIPPING POINT
Freight: PREPAID**

LN	Product	Qty	Price	Per *	Ext Price
01	ROOM A2				
02	PECO 14FHNUSSZICED USS2 HXNT 100/AR 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.87	C	\$21.85
03	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT T HREADED ROD ZINC PLATED - SOLD PER FOOT	23 *	\$3.50	E	\$70.00
04	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP SC-7K	2 *	\$415.55	C	\$8.31
05	SWIRE 54CI 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT BLANK	1 *	\$2.77	E	\$2.77
06	LITH WSKAPDTWH WALL OCC SENSOR WALL SWITCH SENSOR, PASSIVE DUAL TECH-NOL	1 *	\$56.09	E	\$56.09
07	BLINE BWA 12-8AWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472 N MAX	10 *	\$333.03	C	\$333.03
08	HALLWAY PHASE A				
09	BLINE BBZ1BT OUTLET BOX BRACKET 16" SLIDER TELESCOPING BOX BRACKET 1 1/2" IN 2 1/2" STUD SPACE 1 1/2" IN 2 1/2" BOX DEPTH	4 *	\$2,083.61	C	\$83.34
10	COND EMT-2/4 EMT STEEL MATERIAL: HOT DIP GALVANIZED FINISH; 10 FOOT; 0.822 INCH OUTER DIAMETER; UL 797 APPROVAL; ANSI C80.3 APPLICABLE STANDARD; 46 POUND PER 100 FOOT WEIGHT; 3/4 INCH TRADE SIZE; 0.045 INCH WALL THICKNESS; PLAIN END STYLE	10	\$850.00	C	\$850.00
11	SWIRE 54151-1/2 4/OCT 1-1/2 BOX 1/2KO 12S 4IN OCTAGON BOX 1-1/2 DEEP 1/2 KO	4 *	\$7.14	E	\$28.56
12	SWIRE 54CI 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	4	\$2.77	E	\$11.08
13	SWIRE 52CI 4SQ FLAT BLANK COVER 752 4SQ BLANK COVER - FLAT	6 *	\$184.87	C	\$11.09
14	HAM CS663 6X6X4 TYP1 PNTD SC BOX TYP1 PNTD SC BOX	1 *	\$66.72	E	\$66.72
15	HAM 14R0505 6X6 PANEL PAINTED GALV PANEL FOR JH SERIES ENCLOSURES	2 *	\$35.88	E	\$35.88
16	ROOM A1				

**J+B No. 2212
Change Order No. 1
Attachment B
Page 2 of 6**

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1069971 Revision #: 008

LN	Product	Qty	Price	Per *	Ext Price
17	SWIRE 54C1 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	3 *	\$2.77	E	\$8.31
18	TOPAZ 602 3/4 COND HGR W/BLT&NT 3/4IN HANGER WITH BOLT 100-PK	2 *	\$241.60	C	\$4.83
19	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	2 *	\$323.36	C	\$6.47
20	TOPAZ 122 1/4-20 IN BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	6 *	\$415.55	C	\$24.93
21	PECO 24FHNUSSZICED USSZ HNUT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.87	C	\$21.85
22	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	40 *	\$3.50	E	\$140.00
23	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10 *	\$333.03	C	\$33.30
24	P5 13053UN MED FLUOR LAMPFLDR-SHORT FLUOR LH MED B-PIN SHRT SLD ON (M10)	2 *	\$18.24	F	\$36.48
25	P5 13057UN MED FLUOR LAMPFLDR-TALL FLUOR LH MED B-PIN SLIDE ON (M10)	2 *	\$19.50	E	\$39.00
26	SWIRE 52C1 4SQ FLAT BLANK COVER 752 4SQ BLANK COVER - FLAT	1 *	\$184.87	C	\$1.85
27	ROOM A10				
28	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	4 *	\$323.36	C	\$12.93
29	TOPAZ 602 3/4 COND HGR W/BLT&NT 3/4-IN HANGER WITH BOLT 100-PK	2 *	\$241.60	C	\$4.83
30	TOPAZ 122 1/4-20 IN BEAM CLAMP 1/4-20 BEAM CLAMP 50 PK	8 *	\$415.55	C	\$33.24
31	PECO 14FHNUSSZICED USSZ HNUT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.87	C	\$21.85
32	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	10 *	\$3.50	E	\$35.00
33	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10 *	\$333.03	C	\$33.30
34	SWIRE 52C1 4SQ FLAT BLANK COVER 752 4SQ BLANK COVER - FLAT	1 *	\$184.87	C	\$1.85
35	SWIRE 54C1 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	1 *	\$2.77	E	\$2.77
36	ROOM A5				

J+B No. 2212
Change Order No. 1
Attachment B
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Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1069971 Revision #: 006

LN	Product	Qty	Price	Per *	Ext Price
37	PECO 1/4"ATR 1/4" ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	10 *	\$3.50	E	\$35.00
38	PECO 1/4"FINISHED USSZ HXNT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.87	C	\$21.85
39	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	10 *	\$415.55	C	\$41.56
40	PECO 1/4"FINISHED HEX BLT 100/PK	1 *	\$67.73	E	\$67.73
41	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	7 *	\$323.36	C	\$22.64
42	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10 *	\$333.03	C	\$33.30
43	ROOM A8				
44	PECO 1/4"ATR 1/4" ALL TH-READ 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	10 *	\$3.50	E	\$35.00
45	PECO 1/4"FINISHED USSZ HXNT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.57	C	\$21.85
46	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	7 *	\$415.55	C	\$29.09
47	5WIRE 54C1 4/0CT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	2 *	\$2.77	E	\$5.54
48	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10 *	\$333.03	C	\$33.30
49	APP GK100N 1-IN NEO GSKT 1 COMB SOLID-OPEN GASKET	1 *	\$6.72	E	\$6.72
50	APP K100 1-IN STL COND BODY COVER 1 COVER FOR FORM 35 UNILET	1 *	\$12.18	E	\$12.18
51	ROOM A3				
52	PECO 1/4"ATR 1/4" ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	40 *	\$3.50	E	\$140.00
53	PECO 1/4"FINISHED USSZ HXNT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1 *	\$2,184.87	C	\$21.85
54	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	7 *	\$415.55	C	\$29.09
55	3M CT118K50C 11IN NY BLK CBL TIE 3M CABLE TIE CT118K50 C, CURVED TIP ALLOWS FOR FASTER THREADING AND INSTALLATION	100 *	\$71.43	C	\$71.43
56	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	3	\$323.36	C	\$9.70

J+B No. 2212
Change Order No. 1
Attachment B
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Customer Quote For: P2 ELECTRICAL CONTRACTING

CEJ - BORO

Quote: Q1069971 Revision #: 008

LN	Product	Qty	Price	Per **	Ext Price
57	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10	\$333.03	C	\$333.30
58	ROOM A7				
59	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	10	\$3.50	E	\$35.00
60	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	3	\$323.36	C	\$9.70
61	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	2	\$415.55	C	\$8.31
62	PECO 14FHNUSSZICED USSZ HXNT 100/JAR 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1	\$2,184.37	C	\$21.85
63	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10	\$333.03	C	\$333.30
64	ROOM A4				
65	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	10	\$3.50	E	\$35.00
66	PECO 14FHNUSSZICED USSZ HXNT 100/JAR 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1	\$2,184.57	C	\$21.85
67	TOPAZ 602 3/4 COND HGR W/BLT&NT 3/4IN HANGER WITH BOLT 100-PK	6	\$241.60	C	\$14.50
68	PECO 14X1HBGZZICED HEX BLT 100/JAR	1	\$67.73	E	\$67.73
69	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10	\$333.03	C	\$333.30
70	ROOM A5				
71	SWIRE 54C1 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	2	\$2.77	E	\$5.54
72	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	20	\$4.00	E	\$80.00
73	PECO 14FHNUSSZICED USSZ HXNT 100/JAR 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1	\$2,184.87	C	\$21.85
74	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	3	\$415.55	C	\$12.47
75	PS TP13W WHT 1G BLANK PLT TRADEMASTER WP 1G 1 BLANK BOX MT VM	3	\$176.47	C	\$5.29
76	SWIRE 52C1 4SQ FLAT BLANK COVER 752 4SQ BLANK COVER - FLAT	1	\$184.87	C	\$1.85
77	BLINE BW4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10	\$333.03	C	\$333.30

J+B No. 2212
Change Order No. 1
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Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1069971 Revision #: 008

LN	Product	Qty	Price	Per *	Est Price
78	ROOM AS				
79	5WIRE 54C1 4/OCT FLAT BLANK 722 4 RCUND COVER FLAT - BLANK	2	\$2.77	E	\$5.54
80	PECO 134TR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 10 FOOT THREADED ROD ZINC PLATED - 50.0 PER FOOT	20	\$3.50	E	\$70.00
81	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	2	\$415.55	C	\$8.31
82	TOPAZ 602 3/4 COND HGR W/SLT&NT 3/4IN HANGER WITH BOLT 100-PK	3	\$241.60	C	\$7.25
83	PECO 14FH/US2JCE2 USS2 HXNT 100/PK 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	1	\$2,184.87	C	\$21.85
84	BUNE 6W1 12-SAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN MAX	10	\$333.03	C	\$33.30

J+B No. 2212
Change Order No. 1
Attachment B
Page 6 of 6

Merchandise: \$2,275.00
 Tax: \$221.81
 Total: \$2,496.81

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Proposed Change Order / Change Order *Request*

Proposed C.O. # 2

Project Holywood Elementary Ceiling Rem. 2212

Date 7/9/2024

Scope of Change Per the electrical inspectors review, fire hazard and non-compliant code conditions must be repaired before we can close up the ceilings. The inspector listed the following as fire hazard conditions: Open junction boxes, hot wires no longer in use, 240 volt wires not in conduit. The attached report documents each location in Zone C where these conditions were identified. The pricing below is to provide and install all materials and labor to correct all the concerns listed on the report.

Origin of Change

- Added by Owner
- Added by Architect
- Other _____
- Not on Plans
- Required by Code

Has written authorization been obtained from Owner? YES NO Verbal

Breakdown

Description	Cost Code	Estimate Amount	Additional Days	Comments
Electrical Corrections Materials-See Backup Quote from Supp	183010.000	\$ 1,245.97		
Sub OHP on Material at 10%		\$ 124.70		
Electrical Corrections Labor				
This work will take 2 1/2 days to complete (20 hrs.) We are proposing to use 6 men to accomplish this task. One electrician at a rate of \$50/hr and 5 apprentices at a rate of \$35/hr. These rates include all taxes, FICA and labor burden.				
Journeyman Electrician at \$50/hr x 20hrs.		\$ 1,000.00		
4 apprentices at \$35/hr each for a total of \$140/hr		\$ 2,300.00		
Sub OHP at 10%		\$ 380.00		
General Contractor OHP at 5%		\$ 277.58		
Revenue Total		\$ 5,829.25		

To be deducted from \$4,500.00 contingency allowance in contract

Contract Tracking

Original Contract Price	\$ \$ 486,110.00
Current Contract Price adjusted by previous Approved change orders	\$ \$ 486,110.00
Adjustment to Contract Price as a result of this Change Order	\$
New Contract Price including this Change Order	\$ \$ 486,110.00

Completion Date:

Additional Days per this change order
 Revised project completion date

When signed this Change Order work will be included in the project budget, scope and schedule. No scope of work will begin without a signed Change Order.

*Original Contingency Amt. --- 40,000.00
 Previous contingency adjustment --- <11,199.70>
 Proposed C.O. #2 shown above --- <5,829.25>*

Remaining Cont. Amt. 22,971.05

Owner _____

Jonathan Polk
 Jonathan Polk (Project Manager)
 Thrash Construction Services

Date _____

Date 07/09/2024

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1070094 Revision #: 010



971 NEW SALEM RD.
MURFREESBORO TN 37129
Tel: (615)893-8004 Fax: (615)893-6110

Contact Name: ZAC PEARSON

Job Name: TBD

Attn:

Ship To: P2 ELECTRICAL SERVICES

971 NEW SALEM RD.
MURFREESBORO, TN 37129-0000

Quote Date: 07/02/24

Updated On: 07/02/24

Expires On: 08/01/24

Customer PO #: TBD

Customer PO Date:

FOB: SHIPPING POINT

Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	STRUT B54SH120GLV 14 GA SHALLOW STRUT-SLOTTED 10' PS 500 EH 1 5/8 IN X 13/16 IN X 14 GA. CHANNEL WITH 1 3/8 IN X 9/16 IN ELONGATED HOLES ON 2 IN. CENTERS	40	\$700.00	C	\$280.00
02	3M CT11K50C 11IN NY BLK CBL TIE 3M CABLE TIE CT11K50-C, CURVED T P ALLOWS FOR FASTER THREADING AND INSTALLATION	100	\$42.50	C	\$42.50
03	SWIRE 52C1 45Q FLAT BLANK COVER 752 45Q BLANK COVER - FLAT	28	\$110.00	C	\$30.80
04	SWIRE 54C1 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	5	\$5.67	E	\$28.38
05	SWIRE 72C1 4-11/16SQ FLT BLANK CVR 832 4-12/16 COVER FLAT - BLANK	6	\$221.65	C	\$13.30
06	BLINE BWS1 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0-472MM MAX	67	\$198.15	C	\$132.76
07	APPK75 3/4 STL COND BODY COVER 3/4 COVER FOR FORM 35 UNILET	2	\$5.30	E	\$10.60
08	TOPAZ 122 1/4-20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50-PK	37	\$247.25	C	\$91.48
09	PECO 14ATR 1/4 ALL THREAD 1/4-20 X 10 1/4-70 X 10 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	330	\$1.20	E	\$396.00
10	SWIRE 531515 45Q EXTRNG 1-1/2D 1/2&3/4XO 203 45Q EXTENSION DRWN 1-1/2 DEEP 1/2-3/4 KO	1	\$775.05	C	\$7.75
11	BLINE B220SPATN 3/4 COMBO STRUT STRAP-ASSEMBLED PS 1300 PRE-ASSEMBLED UNIVERSAL PIPE CLAMP FOR EMT, IMC, GRC, PIPE OR O D TUBE	10	\$265.10	C	\$265.10
12	TOPAZ 502 3/4 COND HGR W/BLT&NT 3/4IN HANGER WITH BOLT 100-PK	3	\$143.75	C	\$4.31
13	4--3/4 LONG BOLTS				
14	PECO 14FHNUSZ100JAR US32 HXNT 100/JAR 1/4-20 1/4-20 FRESHED HEX NUT ZINC PLATED	3	\$1,300.00	C	\$39.00
15	PECO 14X114FWZ100JAR FNDR WSHR 100/JAR	2	\$7,950.00	C	\$59.80

J+B No. 2212
Change Order No. 1
Attachment C
Page 2 of 3

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = hundred, M = Thousand

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1070094 Revision #: 010

LN	Product	Qty	Price	Per *	Ext Price
	1/4 X 1-1/4 - 1/4 X 1-1/4 FENDER WASHER ZINC PLATED				
				Merchandise:	\$1,136.19
				Sales Tax 9.75%:	\$110.78
				Total:	\$1,246.97

J+B No. 2212
 Change Order No. 1
 Attachment C
 Page 3 of 3

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* Per E = Each, C = Hundred, M = Thousand



Proposed Change Order ~~Change Order~~ Request

Proposed C.O. # 3

Project Hobgood Elementary Ceiling Reno. 2212

Date 7/15/2024

Scope of Change: Per the electrical inspectors review, fire hazard and non-compliant code conditions must be repaired before we can close up the ceilings. The inspector listed the following as fire hazard conditions: Open junction boxes, hot wires no longer in use, 240 volt wires not in conduit. The attached report documents each location in Zone B where these conditions were identified. The pricing below is to provide and install all materials and labor to correct all the content listed on the report.

Origin of Change

- Added by Owner
- Added by Architect
- Other
- Not on Plans
- Required by Code

Has written authorization been retained from Owner? YES NO Verbal

Breakdown

Description	Cost Code	Estimate Amount	Additional Days	Comments
Electrical Corrections Materials-See Backup Quote from Supp	183010.000	\$ 5,188.95		
Sub OHLP on Material at 10%		\$ 518.10		
Electrical Corrections Labor				
This work will take 3.5 days to complete (30hrs) We are proposing to use 6men to accomplish this task. One electrician at a rate of \$50/hr and 5 apprentices at a rate of \$35/hr. These rates include all taxes, FICA and labor burden.				
Journeyman Electrician at \$50/hr x 30hrs		\$ 1,500.00		
5 apprentices at \$35/hr each for a total of \$175.hr		\$ 5,250.00		
Sub OHLP at 10%		\$ 750.00		
(1) Apprentice @ \$35 hr for .4 hours to itemize deficiency		\$ 504.00		
Sub OHLP at 10%		\$ 56.00		
General Contractor OHLP at 5%		\$ 687.95		
Revenue Total		\$ 14,447.03		

To be deducted from \$40,000.00 contingency allowance in contract

Contract Tracking

Original Contract Price	\$ 486,110.00
Current Contract Price adjusted by previous Approved change orders	\$ 486,110.00
Adjustment to Contract Price as a result of this Change Order	\$
New Contract Price including this Change Order	\$ 486,110.00

Completion Date:

Additional Days per this change order
 Revised project completion date

When signed this Change Order work will be included in the project budget, scope and schedule. No scope of work will begin without a signed Change Order.

Original Contingency Amt. - 40,000.00
 Previous contingency adjustment - (17,028.95)
 Proposed C.O. #3 shown above - (14,447.03)
 Remaining Cont. Amt. - \$ 8,524.02

Owner: _____

Date: _____

Jonathan Polk
 Jonathan Polk (Project Manager)
 Thrash Construction Services

Date 07/15/2024

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1070243 Revision #: 017



971 NEW SALEM RD.
MURFREESBORO TN 37129
Tel: (615)893-8004 Fax: (615)893-6110

Contact Name: ZAC PEARSON

Job Name: TBD

Attn:

Ship To: P2 ELECTRICAL SERVICES

971 NEW SALEM RD.
MURFREESBORO, TN 37129-0000

Quote Date: 07/11/24

Updated On: 07/11/24

Expires On: 08/10/24

Customer PO #: TBD

Customer PO Date:

FOB: SHIPPING POINT

Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	SWIRE 52C1 45Q FLAT BLANK COVER 752 45Q BLANK COVER - FLAT	45	\$110.00	C	\$49.50
02	TOPAZ 513 1IN EMT 1 HOLE STRAP 1IN EMT 1HOLE STRAP 50/500PK	16	\$62.20	C	\$9.95
03	SWIRE 54C1 4/OCT FLAT BLANK 722 4 ROUND COVER FLAT - BLANK	35	\$5.65	E	\$197.75
04	BLINE 8W4 12-BAWG WIRE CLIP CABLE/CONDUIT CLIP, 14-2 TO 12-3 MC/AC, 0.472IN DIA	25	\$158.15	C	\$49.54
05	3M CT11BK5HC 11IN NY BLK CBL TIE 3M CABLE TIE CT11B-GO-C, CURVED TIP ALLOWS FOR FASTER THREADING AND INSTALLATION	300	\$42.50	C	\$127.50
06	PECO 12AIR 1/4 ALL THREAD 1/4-20 X 10 1/4-20 X 20 FOOT THREADED ROD ZINC PLATED - SOLD PER FOOT	360	\$1.20	E	\$432.00
07	PECO 14FINUSSZICED USSZ HXNT 100/1AR 1/4-20 1/4-20 FINISHED HEX NUT ZINC PLATED	5	\$1,300.00	C	\$65.00
08	PECO 14FWSAZKED SAE FLT WSHR 100/1AR 1/4 (5/8 OD) 1/4 (5/8 OD) FLAT WASHER SAE ZINC PLATED	3	\$1,360.00	C	\$40.80
09	TOPAZ 122 1/4 20 MI BEAM CLAMP 1/4-20 BEAM CLAMP 50 PK	45	\$247.25	C	\$111.26
10	TOPAZ 603 1-IN COND HGR W/BLT&NT 1IN HANGER WITH BOLT 100-PK	600	\$192.40	C	\$1,154.40
11	PECO 14X34HCSZKED RH M/S 100/1AR 1/4-20 X 3/4 1/4-20 X 3/4 ROUND HEAD SLOT/PHIL COMBO MACHINE SCREW ZINC PLATED	2	\$26.70	E	\$53.40
12	SWIRE 531515 45Q EXTRNG 1-1/2D 1/2&3/4KO 203 45Q EXTENSION DRWH 1-1/2 DEEP 1/2-3/4 KO	25	\$775.05	C	\$115.26
13	TOPAZ 512 3/4 EMT 1 HOLE STRAP 3/4IN EMT 1HOLE STRAP 100/1000-PK	200	\$47.30	C	\$94.60
14	TOPAZ 511 1/2 1HL EMT STRAP 1/2IN EMT 1HOLE STRAP 100/1000PK	200	\$42.00	C	\$84.00
15	PECO 10X34HCSZKED SLF DRL SCR 100/1AR 10 X 3/4 #10 X 3/4 PAN HEAD PHILIP SELF DRILL SCREW TYPE 3 ZINC PLATED	1	\$55.50	E	\$55.50

J+B No. 2212
Change Order No. 1
Attachment D
Page 2 of 3

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

Customer Quote For: P2 ELECTRICAL CONTRACTING

CED - BORO

Quote: Q1070243 Revision #: 017

LN	Product	Qty	Price	Per *	Ext Price
16	SWIRE 72C1 4-11/16SQ FLT BLANK CVR 832 4-11/16 COVER FLAT - BLANK	3	\$330.65	C	\$9.92
17	SWIRE G1835 4SQ 1/20 COVER FOR 1-SW 800C 4SQ EXP COVER 1 TOGGLE	1	\$244.10	C	\$2.44
18	LITH WSKAPDTWH WALL OCC SENSOR WALL SWITCH SENSOR, PASSIVE DUAL TECHNOL	1	\$337.00	E	\$337.00
19	ARL 38A5T 1/2 INSUL FLEX CBL CONN SNAPFIT SNAP IN CONNFC	1	\$436.75	C	\$4.37
20	MISC TOMBSTONES	94	\$8.24	E	\$765.12
21	SATCO SF421 (22143) 32W TB LAMP, 5000K, 75CRI 32 WATT; TB; FLUORESCENT; 5000K NATURAL LIGHT; 85 CRI; MEDIUM BI PIN BASE	47	\$8.20	E	\$385.40
22	TOPAZ 602 3/4 COND HGR W/SLT&NT 3/4IN HANGER WITH BOLT 100-PK	400	\$143.75	C	\$575.00

Merchandise: \$4720.71
Tax: \$460.27
Total: \$5,180.98

J+B No. 2212
Change Order No. 1
Attachment D
Page 3 of 3

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand



Proposed Change Order ~~Change Order~~ Request

Proposed

C.O. # _____ P.C.O. # _____ Project Hobgood Elementary Ceiling Reno. 2212
 Date 7/24/2024

Scope of Change: Provide and install bulkhead to accommodate different ceiling heights. This includes metal studs, drywall, tape, ~~scot~~, finish and paint to closely match adjacent walls

Origin of Change

- Added by Owner Not on Plans
 Added by Architect Required by Code
 Other _____

Has written authorization been retained from Owner? YES NO Verbal

Breakdown

Description	Cost Code	Estimate Amount	Additional Days	Comments
Added Bulkheads at corridor in area B	183010 000			
Tech Labor @ \$35/hr for 34 hours		\$ 1,190.00		
25% Labor Burden		\$ 297.50		
Sub OH/P at 10%		\$ 148.75		
Material 20 LF @ \$37.76 each		\$ 755.36		
Sales Tax 9.25%		\$ 69.87		
Sub OH/P at 10%		\$ 82.52		
Paint & Mdb Labor @ \$35/hr for 4hrs		\$ 140.00		
Sub OH/P at 10%		\$ 14.00		
Paint & Drywall Mod Material		\$ 50.00		
Sub OH/P at 10%		\$ 5.00		
General Contractor OHP at 5%		\$ 134.20		
Reverse Total		\$ 2,818.20		

To be deducted from \$40,000.00 contingency allowance in contract

Contract Tracking

Original Contract Price	\$ \$ 486,110.00
Current Contract Price adjusted by previous Approved change orders	\$ \$ 486,110.00
Adjustment to Contract Price as a result of this Change Order	\$ _____
New Contract Price including this Change Order	\$ \$ 486,110.00

Completion Date:

Additional Days per this change order
 Revised project completion date

When signed this Change Order work will be included in the project budget, scope and schedule.
 No scope of work will begin without a signed Change Order.

*Original Contingency Amt. = 40,000.00
 Previous contingency adjustment = (31,475.98)
 Proposed C. O. #4 shown above = (2,818.20)
 Remaining Cont. Amt. = \$ 5,705.82*

Architect _____

Jonathan Polk
 Jonathan Polk (Project Manager)
 Thrash Construction Services

Date _____

Date 07.24.2024

01 21 29 QUANTITY ALLOWANCES

PART 1 - GENERAL

- 1.1 Article 3.8, ALLOWANCES, of AIA Document A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, bound herein, is applicable to these allowances except as modified below:
- 1.2 Allowance amounts shall be for actual quantity of materials required. Invoices shall be submitted to confirm quantities purchased.
 - A. Make a quantity allowance of 2,500 linear feet for or abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes 3" or less in diameter.
- 1.3 For any additional quantities required for Items noted above, the contract amount shall be increased by the cost listed in the Unit Prices section on the Bid Form, times the quantities required. Any quantity allowances not used for items noted above shall be returned to the Owner as a credit based upon the cost listed in the Unit Prices section in the Bid Form, times the unused quantity.

- END OF SECTION -



July 18, 2024

Mr. Larry Willeford
Murfreesboro City Schools
710 New Salem Road
Murfreesboro, TN 37129

**Subject: Report of Removal of Asbestos-Containing Materials
Hobgood Elementary School
A, B and C-Wings Pipe Insulation Removal
Hallways and Classrooms
307 South Baird Lane
Murfreesboro, Tennessee 37130
KAM Project No. ENV-24-033**

Dear Mr. Willeford:

KAM Environmental, Inc (KAM) provided work practice documentation services during the removal of asbestos-containing materials within the subject property. These services were performed in general accordance with Murfreesboro City Schools and KAM Environmental, Inc.

Work documentation services were performed from June 7, 2024, to June 14, 2024. A total of 2775 Linear Feet (LF) of asbestos containing pipe insulation located in the attic space, hallways, classrooms, classroom bathrooms, and in classroom closets in Wings A, B and C of Hobgood Elementary School at 307 South Baird Lane in Murfreesboro, Tennessee.

Justice Environmental, Inc., a Tennessee licensed asbestos abatement contractor, performed the removal of the above-mentioned materials. The designated asbestos removal area was isolated from the remainder of the building utilizing critical barriers and plastic sheeting on the walls, a diminished pressure system and a three-stage decontamination unit. Ambient air samples were collected inside and outside the containment area during removal of asbestos material.

After the asbestos removal was completed, the area was observed and determined to be free of visible debris. Following the final removal of the pipe insulation in each wing, final visual observations and final

KAM Environmental, Inc.
202 Bethlehem Church Road
Shelbyville, TN 37160
615-512-0295 Office/Cell

clearances were conducted on June 11, 2024, for A-Wing, June 12, 2024, for Wing-B, June 13, 2024, for the Kitchen area, and June 14, 2024, for C-Wing. The final clearance samples were collected from the containment areas, analyzed on site, and found to be below the 95% upper confidence level of 0.01 fibers per cubic centimeter. The National Institute of Occupational and Safety and Health (NIOSH) considers an area ready for re-occupancy if the upper confidence level for an area is below 0.01 fibers per cubic centimeter. This methodology was utilized as the clearance criteria for this project. Following the clearance testing, twenty-seven (27) Transmission Electron Microscope or TEM's were collected as per the AHERA in School Abatement Protocol. These samples were sent to the SanAir Technologies Laboratory in Powhatan, Virginia for analysis. The abatement area was ready for re-occupancy by 2:00 PM on June 14, 2024. A copy of the NIOSH 7400 Air Monitoring clearance testing worksheet data and the Laboratory TEM results are included in the appendix of this report for your information.

We appreciate the opportunity to be of service. If you have any questions concerning this report, please contact us.

Sincerely,

KAM ENVIRONMENTAL, Inc.



E. Kaye Soileau
Project Scientist

EKS

Appendix: Report of Airborne Fiber Concentrations
 Transmission Electron Microscope (TEM) Sample Results
 Tennessee Asbestos Licenses
 Laboratory Procedures
 Project Drawings
 Asbestos Work Observation Report
 Asbestos Work Clearance Report
 Daily Field Report

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four hundred eighty-six thousand one hundred ten dollars (\$ 486,110.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

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

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

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

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

Item	Quantity
For abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes 3 inches or less in diameter	2,463 Linear Feet

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

Item	Units	Price per Unit (\$0.00)
For abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes 3 inches or less in diameter	Linear Feet	\$34.88

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$2,000.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

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

init.

SECTION 01 21 13 CASH ALLOWANCES

PART 1 - GENERAL

- 1.1 Article 3.8 Allowances of AIA Document A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, bound herein, is applicable to these allowances except as modified below:
- 1.2 CASH ALLOWANCE
 - A. Include a cash allowance of \$40,000.00 to be used as a contingency to be applied to extra work requested by the Owner or for any additional cost the Owner may deem appropriate. The Architect will prepare a Change Order to cover these changes. Any contingency money not utilized for changes in the Work will be returned to the Owner by Change Order at the completion of the project. This Contingency Allowance is for use at the Owner's discretion, not the Contractor's.

- END OF SECTION -

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Retail Liquor Certificate of Compliance – Neighborhood Liquor and Wine

Department: Finance

Presented by: Amanda DeRosia

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

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

A certificate of compliance is requested by Shehata Gergies and Rania Gobran for the Neighborhood Liquor and Wine at 1208 E Northfield Blvd, Ste. C, which is a new location for a retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name Shehata Gergies
Age 53
Home Address 500 Childe Harolds Ln
Residency City/State Brentwood, TN 37027
Race/Sex White/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Rania Gobran
Age 43
Home Address 500 Childe Harolds Ln
Residency City/State Brentwood, TN 37027
Race/Sex White/F
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name of Business Neighborhood Liquor & Wine
Business Location 1208 E. Northfield Blvd, Ste C

Type of Application:

New Location _____
Ownership Change _____
Name Change _____

Corporation _____
Partnership _____
LLC _____
Sole Proprietor _____

Application Completed Properly? Yes
Application Completion Date: 8/11/2024

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Wine Sales Certificate of Compliance – Mapco #3162

Department: Finance

Presented by: Amanda DeRosia

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Background Information

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

A certificate of compliance is requested by Marvin Hewatt for Mapco #3162 at 1251 N Church St. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

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

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

Summary of information from the application:

Name of Business Entity Mapco Express Inc.

Type of Application:

New - wine sale in retail store

Corporation _____ X
LLC _____
Partnership _____
Sole Proprietor _____

Manager

Name Marvin Hewatt
Age 73
Home Address 2545 South Atlantic Ave #1801
Residency City/State Daytona Beach, FL 32118
Race/Sex White/M

10 Year Background Check Findings:

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

Name of Business Mapco #3162
Business Location 1251 N Church St

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Wine Sales Certificate of Compliance – Mapco #3654

Department: Finance

Presented by: Amanda DeRosia

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Background Information

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

A certificate of compliance is requested by Marvin Hewatt for Mapco #3654 at 3392 Memorial Blvd. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

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

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

Summary of information from the application:

Name of Business Entity Mapco Express Inc.

Type of Application:

New - wine sale in retail store

Corporation X
LLC
Partnership
Sole Proprietor

Manager

Name Marvin Hewatt
Age 73
Home Address 2545 South Atlantic Ave #1801
Residency City/State Daytona Beach, FL 32118
Race/Sex White/M

10 Year Background Check Findings:

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

Name of Business Mapco #3654
Business Location 3392 Memorial Blvd

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Mandatory Referral for Abandonment of a Drainage Easement east of Fortress Boulevard

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 a portion of a drainage easement east of Fortress Boulevard.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission considered this request at its August 7, 2024 regular meeting and then voted to recommend approval.

Background Information

In this mandatory referral, Council is being asked to consider abandoning portions of existing drainage easements on property located along the east side of the Fortress Boulevard. The easements in question were dedicated by separate plats in 1976 and 2005, respectively.

The applicant has submitted plans for the Villas at Stones Retreat townhome development and has indicated that one of the easements currently has no infrastructure and the other will be unnecessary once the proposed grading and drainage plan is implemented. The City Engineer and the Planning Department's Project Engineer have both reviewed this easement abandonment request and do not object to it. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portions of the easements in question.
2. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
3. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.

4. The recording of the quitclaim deed abandoning the easement on "Tract 2" shall be done simultaneously with the recording of the final plat that relocates the easement.

Council Priorities Served

Establish Strong City Brand

The abandonment of these easements is consistent with the City's goals to be customer service-oriented, abandoning portions of existing easements, so that the property owner can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of this easement will assist in facilitating the development of a single-family residential attached townhome community.

Attachments:

1. Staff comments from 08/07/2024 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 7, 2024
PROJECT PLANNER: RICHARD DONOVAN**

6.a. Mandatory Referral [2024-716] to consider the abandonment of a portion of a drainage easement located on property east of Fortress Boulevard, SEC, Inc. on behalf of Lennar Homes of TN, LLC applicant.

This mandatory referral request to abandon a portion of an existing drainage easement is from Dylan Ray of Lennar Homes of TN, LLC. The easements in question run along the eastern and northern, eastern boundaries of Tract #2 (Tax Map 92, Parcel 44.09); and along the eastern boundary of Tract #5 (Tax Map 92P, Group A, Parcel 9.01), as shown on the attached exhibit.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of existing drainage easements on Tract #2 and Tract #5. Tract #2 has an approved master plan and preliminary plat (2023-1011) and site plan (2023-3041) for the Villas at Stones Retreat to develop for 72 single family-attached dwelling units. Tract # 5 is included in Phase 2 of the Villas at Stones Retreat, which proposes an additional 110 single family-attached dwelling units. The drainage easement on Tract #2 was dedicated via plat in 2005, Parcel H Victory Station P.U.D., and 2007, Lot 1 Parcel "A" of Victory Station. The drainage easement on Tract #5 was dedicated via plat in 1976 for the Resubdivision of Lots 14, 15, & 17 Paschal Estates.

Per the attached correspondence, the applicant stated that the easement isn't necessary for the Villas at Stones Retreat design. The applicant also states that the existing easements on Tract #2 will be rerouted according to the proposed stormwater infrastructure design in Phase 1. Additionally, the easement on Tract #5 does not contain any stormwater infrastructure. The City Engineer and Project Engineer have also reviewed this request and concur that this abandonment is acceptable.

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

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the easements in question.
2. The recording of the quitclaim deed abandoning the easement on Tract 2 shall be done simultaneously with the recording of the final plat that relocates the easement.
3. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
4. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.



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: Tax Map 92, Parcels 43.02, 44.04, & 44.09 Tax Map 92P, Group A, Parcels 9.01 & 11.01 | Address (if applicable): N. of Franklin Rd., E. of Fortress Blvd.

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Drainage Easement Abandonment

Applicant Information:

Name of Applicant: Dylan Ray

Company Name (if applicable): Lennar Homes of TN, LLC

Street Address or PO Box: 381 Mallory Station, Ste. 200

City: Franklin

State: TN

Zip Code: 37067

Email Address: dylan.ray@lennar.com

Phone Number: 615-305-9152

Required Attachments:

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

Applicant Signature

Date

July 29, 2024

Mr. Richard Donovan
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Villas at Stones Retreat
Drainage Easement Abandonment Mandatory Referral
SEC Project No. 24118

Dear Richard,

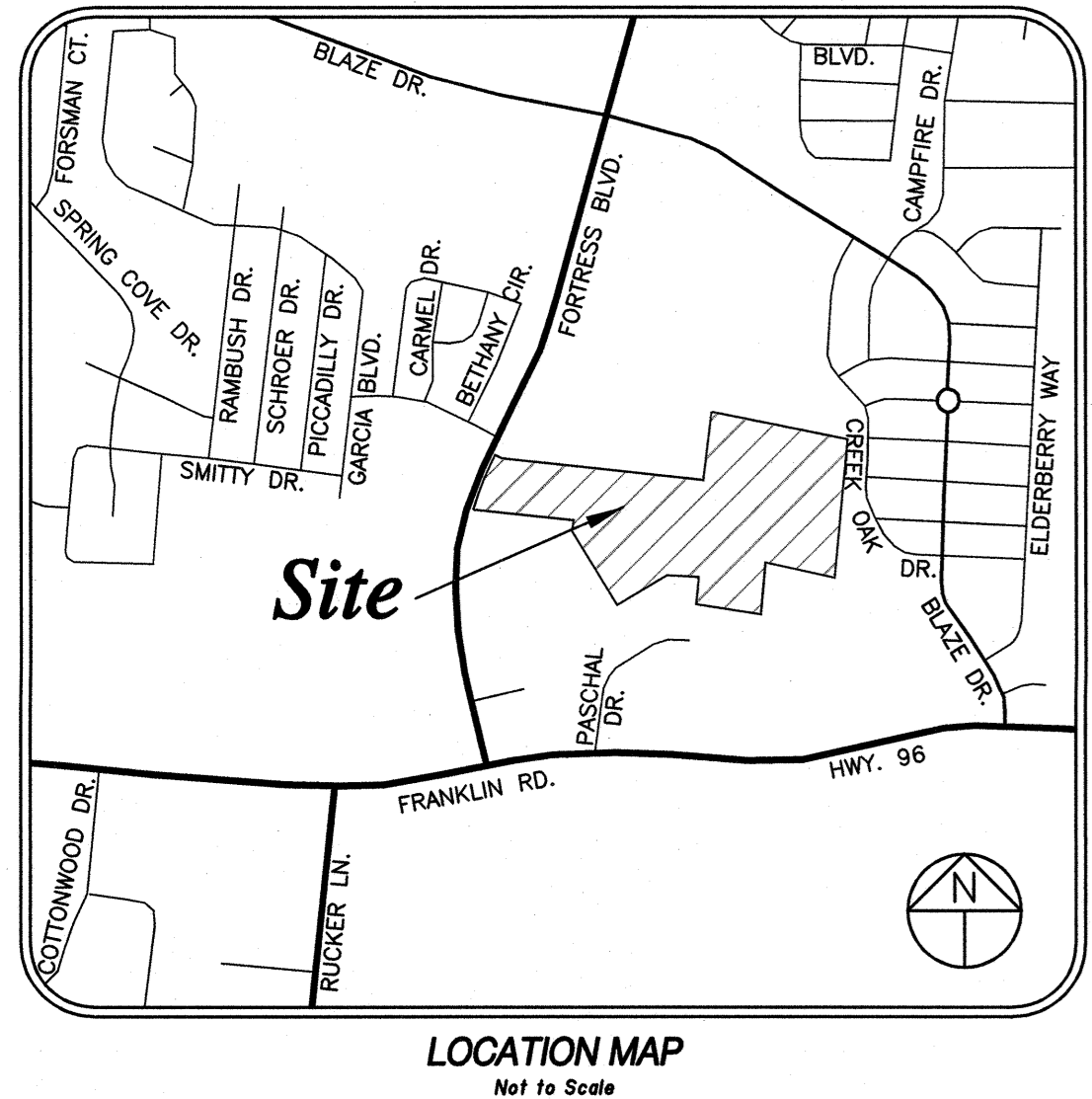
Please find the attached documents to support the mandatory referral request to abandon a drainage easement at Villas at Stones Retreat. The easement isn't necessary for the design. The existing easements either do not have existing infrastructure located within them or the proposed design reroutes the infrastructure.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,



Matt Taylor, P.E.
SEC, Inc.



TRACT - 1 DESCRIPTION
TRACT 1
SWANSON DEVELOPMENTS, LP
MAP 92, PARCEL 44.04
ACCESS PARCEL, VICTORY STATION
P.B.K. 29, PG. 85 (R.O.R.C., TN)
0.09 ± AC.

TRACT - 2 DESCRIPTION
TRACT 2
SWANSON DEVELOPMENTS, LP
MAP 92, PARCEL 44.09
R.B.K. 49, PG. 83 (R.O.R.C., TN)
2.29 ± AC.

TRACT - 3 DESCRIPTION
TRACT 3
SWANSON DEVELOPMENTS, LP
MAP 92, PARCEL 43.02
R.B.K. 2256, PG. 236 (R.O.R.C., TN)
2.76 ± AC.

TRACT - 4 DESCRIPTION
TRACT 4
SWANSON DEVELOPMENTS, LP
MAP 92P, GROUP A, PARCEL 9.01
R.B.K. 2256, PG. 236 (R.O.R.C., TN)
4.72 ± AC.

TRACT - 5 DESCRIPTION
TRACT 5
SWANSON DEVELOPMENTS, LP
MAP 92P, GROUP A, PARCEL 9.01
R.B.K. 2256, PG. 236 (R.O.R.C., TN)
3.68 ± AC.

TRACT(S) 1-5 AGGREGATE DESCRIPTION
TRACT(S) 1 - 5
SWANSON DEVELOPMENTS, LP
MAP 92, PARCEL 43.02
MAP 92, PARCEL 44.04
MAP 92P, GROUP A, PARCELS 9.01 & 9.02
R.B.K. 2256, PG. 236 (R.O.R.C., TN)
38.40 ± AC.

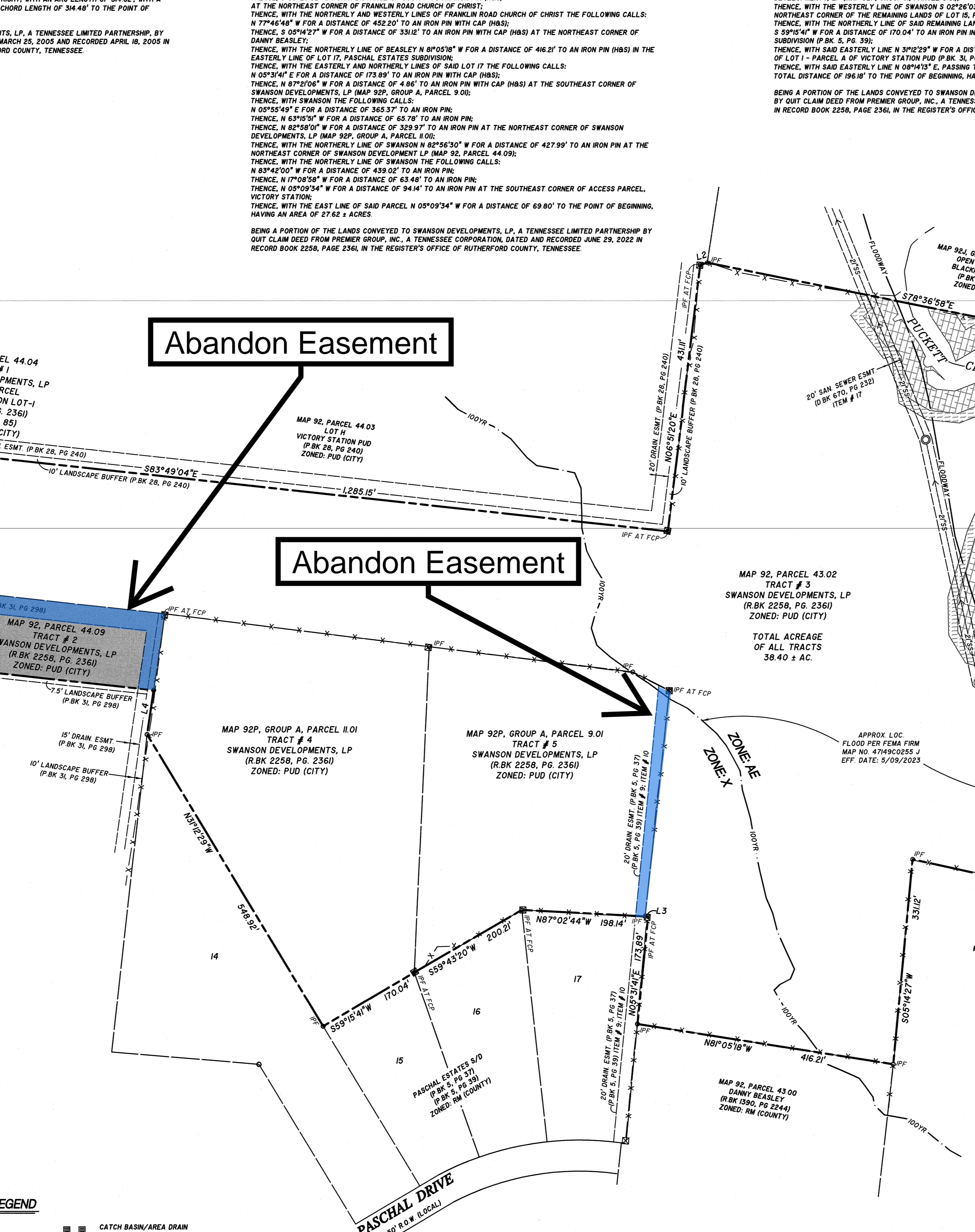
TITLE COMMENT NOTES
A COPY OF DOMA TITLE INSURANCE, INC. ISSUING OFFICE FILE NO. N45-714-0008-COM
COMMITMENT DATE APRIL 16, 2024 AT 6:00 A.M. WAS PROVIDED TO THIS SURVEYOR FOR REVIEW
AND COMMENT. TITLE EXCEPTIONS LISTED IN SCHEDULE B, PART A ARE ADDRESSED AS FOLLOWS:

SURVEYOR'S NOTES:
1. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES, TIED TO D.T.O. GNSS REFERENCE NETWORK.
2. PROPERTY SHOWN IS ZONED (P.U.D.) MINIMUM BUILDING SETBACKS FOR THIS ZONING ARE AS FOLLOWS:
FRONT - 45 FT., SIDE - 10 FT., REAR - 25 FT.

LEGEND
EXISTING CONC. MON
EXISTING IRON PN
SET IRON PN
UTILITY POLE / GUY

LINE TABLE
LINE BEARING DISTANCE
L1 S 64°29'58" E 50.60'
L2 N 72°00'49" E 1.97'
L3 N 87°21'06" W 4.86'
L4 N 08°14'13" E 72.03'
L5 N 25°30'02" E 60.04'

CURVE TABLE
CURVE CI RADIUS DELTA ANGLE ARC LENGTH CHORD BEARING CHORD LENGTH
1 1950.00 94°50' 314.82' N20°47'25" 314.48'



Detailed survey data table with columns for Line Bearing, Distance, Curve, Radius, Delta Angle, Arc Length, Chord Bearing, and Chord Length.

REVISIONS table and CURVE TABLE. The REVISIONS table has columns for DATE and DESCRIPTION. The CURVE TABLE lists curve details like Curve CI, Radius, Delta Angle, Arc Length, Chord Bearing, and Chord Length.

SWANSON DEVELOPMENTS, LP logo and title block. It includes the company name, address (Fortress Blvd, Murfreesboro, TN), and contact information. A signature block for David A. Parker is also present.

ALTA / NSPS LAND TITLE SURVEY logo and title block. It includes the company name, address, phone number, and contact information.

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Contracts with Gallaher & Associates, Inc.

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Contracts with Gallaher & Associates, Inc.

Staff Recommendation

Approve the contracts with Gallaher for the continued fire alarm maintenance, inspection and testing.

Background Information

Gallaher was the original contractor to install all the fire safety equipment at Police headquarters. Additionally, Gallaher has been completing the necessary maintenance and testing of this equipment since installation. For operational consistency, the department desires to extend their services for an additional five years at a cost of \$16,556 annually.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The cost of this service, \$16,556 per year, is funded by the department's annual operating budget.

Attachments

1. Gallaher Maintenance Contract
2. Gallaher Test and Inspection Contract
3. City Standard Contract Addendum



3351 Regal Drive
Alcoa, TN 37701
865-970-2471

MAINTENANCE CONTRACT

FORM 2024.02.12.1

Gallaher & Associates, Inc. (herein referred to as "Gallaher") agrees to perform service and maintenance to all equipment listed in Attachment A, excluding batteries, per the specific terms outlines below. **NOTE:** Customer's staff must provide assistance to Gallaher technicians to gain access to all areas of the facility in order to locate devices and ensure efficient movement between areas.

Maintenance Site Name:	Billing Name:
Authorized By:	Contact Name:
Title:	Title:
Site Address:	Billing Address:
City: ST: ZIP:	City: ST: ZIP:

MAINTENANCE OF:

Fire Intrusion Video Access Environmental Healthcare Other:

Service Options:

Maintenance Contract – Normal Business Hours (8am-5pm) (if not checked, service provided on per call basis at standard rates)	Maintenance Contract – Same Day Service (if not checked, service provided on first available appointment)
Maintenance Contract – After Hours Included (if not checked, service provided on per call basis at standard after hours rates)	Parts Included
Maintenance Contract – UL Runner Service	Parts Separate and Purchased at _____ % discount.

Term: _____ Years **Bid ID:** _____ **Sales Executive Initials:** _____

Annual Price: \$ _____ **Autodraft:** _____

This contract DOES NOT include ANY TYPE OF MONITORING, which is REQUIRED by a SEPARATE CONTRACT

Special Contract Provisions: This contract/proposal may be withdrawn by Gallaher if not accepted within 30 days.

Contract Services Description (Please see Attachment A for applicable equipment list):

Upon signature and payment of the contract amount in advance or as agreed upon, Service Calls will be covered according to service options selected above on malfunctioning equipment covered by this contract and listed in Attachment A. (This does not include service calls, mileage, or travel expenses for damage resulting from incorrect or improper wiring performed by a service provider other than Gallaher, negligence, misuse, vandalism, war/terrorism, or acts of God or nature.) This agreement is automatically renewed according to an annual term unless either party gives written cancellation notice 60 days before renewal date. The intent of this agreement is to provide the services described and selected above in accordance with the conditions set forth herein. The facility listed above with authorized signature affixed agrees: that there are no expressed or implied warranties other than those listed in this agreement; that Gallaher does not assume or authorize any Gallaher employee to assume for it any other warranty or liability beyond the scope of this agreement; and in providing the services described herein, Gallaher, not being an insurer, in no way guarantees that damage to person or property will not occur. GENERAL TERMS AND CONDITIONS included on page 2 and are a part hereof.

Approval

Customer:	Gallaher & Associates Inc.
Printed Name	Printed Name
Title:	Title:
Authorized Signature:	Authorized Signature:
Date:	Date:

Terms & Conditions

ENTIRE CONTRACT:	The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed only by the terms and conditions appearing herein. This contract is not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, handling charges, reasonable overhead and lost profit.
PAYMENT:	Terms of payment are in advance upon execution of maintenance agreement selected on page 1 of this contract, or otherwise specified in "special provisions" section on page one of this contract.
DELAYS:	Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or completion information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. If case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.
EXCAVATION:	In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the Seller due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.
SITE FACILITIES:	Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.
STRUCTURE AND SITE CONDITIONS	While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the conduit, wiring, cable and/or mounted equipment and/or devices. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection or at the Seller's primary place of storage, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accordance with schedules, which are the basis of Seller's proposal, shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.
INTERFERENCES:	Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trade(s).
LIMITATIONS OF LIABILITY:	In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".
EXCLUSION OF THIRD-PARTY BENEFICIARIES:	Customer further releases and discharges the Company for any injury, loss or damage arising out of the work performed by Company or its' agents, employees or assigns or any third party's loss or injury from any cause. Customer agrees to indemnify and hold harmless the Company from any liability related to any injuries or damage sustained by Customer, Customer's family, friends, invitees, employees, agents or other representatives or assigns.
LIMITED EFFECT OF WAIVER BY COMPANY:	Should Company waive breach of any provision of this agreement by the Client, that waiver will not operate or be construed as a waiver of further breach by the Client.
SEVERABILITY:	If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. Should any part, term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions hereof shall not be affected thereby.
ASSUMPTION OF AGREEMENT BY COMPANY'S SUCCESSORS OR ASSIGNEES:	The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.
ORAL MODIFICATIONS NOT BINDING:	This instrument is the entire agreement of the Company and the client. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

**CHANGES, ALTERATIONS-
QUOTED PRICES:**

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of, or inaccuracy in equipment list or specifications at the time this agreement is quoted and executed, or other information submitted by Purchaser, or other details of work to be performed hereunder that change the scope of work originally contracted by seller. In the event the layout of Purchaser's families and/or equipment listed in Attachment A has been altered, or is altered by Purchaser during the term of this contract, Purchaser shall advise Seller, and prices, quoted herein shall be changed by Seller as may be required to accurately reflect these changes or additions.

**WARRANTY FOR INSTALL
SYSTEMS AND/OR
EQUIPMENT ONLY:**

Gallaher & Associates, Inc. shall warrant the complete system wiring and equipment as furnished to be free from inherent mechanical and electrical defects for a period specified by this maintenance contract from the date of completed and certified test or execution of this contract, whichever comes first, and per the equipment manufacturer's warranty. In the event where Gallaher equipment is installed by someone other than Gallaher, the warranty applies to the equipment provided only, not the installation. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, terrorism, acts of God, or to goods altered or repaired by anyone other than Gallaher & Associates, Inc., or its' authorized representative. ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY EXCLUDED.

**MODIFICATIONS AND
SUBSTITUTIONS:**

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating hereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

ASSIGNMENT:

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

LEGAL NOTICE:

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS:

Any claim against Seller arising hereunder shall be deemed waived unless received by Seller in writing with particulars, within ten (10) days after it shall arise.

**TERMS AND
CONDITIONS/TECHNICAL
SPECIFICATIONS:**

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION:

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Chattanooga, Nashville, Smyrna, Maryville, Alcoa, or Knoxville, Tennessee.

**REGARDING RECOVERY OF
ATTORNEY FEES:**

Should legal action become necessary to enforce any provision of this agreement the losing party agrees to reimburse the prevailing party for all necessary legal expenses, including but not limited to court costs and attorney fees, in said legal action.

OVERTIME:

Unless otherwise specified by Purchaser on this agreement, all service work will be performed during regular business hours. If the Purchaser shall require any overtime labor service calls, Purchaser agrees to pay the normal Gallaher overtime rate.

INCIDENTAL LOSSES:

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work, or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

**NON-SOLICITATION OF
EMPLOYEES:**

Parties shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of the other Party (or any subsidiary or affiliate), during the Term and for a term of 12 months (1 year) thereafter.

DEFAULT:

In case of any default by the Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including handling, overhead, and profit. Seller shall also be entitled to shut off the power to said system and remove all or a portion of same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors, or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACKCHARGE:

Customer Initials _____

No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to Seller to correct any alleged work deficiencies or cleanup which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

OSHA:

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596) and/or the American With Disabilities Act (Public Law 101-336), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

Attachment "A" Equipment List

Qty	Description

Sales Executive Initials _____

Customer Initials _____



3351 Regal Drive
Alcoa, TN 37701
865-970-2471

TEST & INSPECTION CONTRACT

FORM 2024.01.29.1

Gallagher & Associates Inc. (herein referred to as "Gallagher") agrees to perform inspections and diagnostic tests of panel functions, auxiliary and monitoring functions, and all accessible peripheral devices listed and currently connected to the contracted system and referred to in Attachment A. A full inspection report including any noted deficiencies and recommended maintenance will be provided to the customer upon completion.

NOTE: Customer's staff must provide assistance to Gallagher technicians to gain access to all areas of the facility in order to locate devices and ensure efficient movement between areas. Gallagher will contact customer to schedule the inspection and test during the month inspection is due.

Inspection Site Name:				Billing Name:			
Authorized By:				Contact Name:			
Title:				Title:			
Site Address:				Billing Address:			
City:	ST:	Zip:		City:	ST:	Zip:	
Inspection Type:	Fire Intrusion Video Access			Environmental Healthcare Other:			
Inspection Frequency:	Annual Semi-Annual Quarterly			Semi-Annual Sprinkler Conn. & Annual Full Inspection			
Term: Years	Bid Id:			Sales Executive Initials:			
Annual Price: \$ Auto-Draft: Battery Replacement during Inspection, if required:							
This contract DOES NOT include ANY TYPE OF MONITORING, which is REQUIRED BY A SEPARATE CONTRACT.							
Special Contract Provisions: This contract/proposal may be withdrawn by Gallagher in not accepted within thirty (30) days.							
Contract Services Description (Please see Attachment A for applicable equipment list): Upon signature and payment of the contract amount in advance or as agreed upon, scheduled inspecting and testing of equipment listed on Attachment A will be rendered by Gallagher & Associates Inc according to this contract. This agreement is automatically renewed according to selected term unless either party gives written cancellation notice 60 days before renewal date. The extent of this agreement is to provide the services described and selected above in accordance with the conditions set forth herein. The facility listed above with authorized signature affixed agrees: that there are no expressed or implied warranties other than those listed in the agreement; that Gallagher does not assume or authorize any Gallagher employee to assume for it any other warranty or liability beyond the scope of this agreement; and in providing the services described herein, Gallagher, not being an insurer, in no way guarantees that damage to person or property will not occur. GENERAL TERMS AND CONDITIONS included on page 2 and are a part hereof.							

Approval

Customer: _____ Printed Name	Gallagher & Associates Inc. _____ Printed Name
Title: _____	Title: _____
Authorized Signature: _____	Authorized Signature: _____
Date: _____	Date: _____

General Terms and Conditions

ENTIRE CONTRACT:	The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed only by the terms and conditions appearing herein. This contract is not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, handling charges, reasonable overhead and lost profit.
PAYMENT:	Terms of payment are in advance upon execution of maintenance agreement selected on page 1 of this contract, or otherwise specified in "special provisions" section on page one of this contract.
DELAYS:	Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. If case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.
EXCAVATION:	In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the Seller due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.
SITE FACILITIES:	Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.
STRUCTURE AND SITE CONDITIONS:	While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the conduit, wiring, cable and/or mounted equipment and/or devices. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection or at the Seller's primary place of storage, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accordance with schedules, which are the basis of Seller's proposal, shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.
INTERFERENCES:	Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trade(s).
LIMITATIONS OF LIABILITY:	In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty."
LIMITED EFFECT OF WAIVER BY COMPANY	Should Company waive breach of any provision of this agreement by the Client, that waiver will not operate or be construed as a waiver of further breach by the Client.
EXCLUSION OF THIRD-PARTY BENEFICIARIES	Customer further releases and discharges the Company for any injury, loss or damage arising out of the work performed by Company or its' agents, employees or assigns or any third party's loss or injury from any cause. Customer agrees to indemnify and hold harmless the Company from any liability related to any injuries or damage sustained by Customer, Customer's family, friends, invitees, employees, agents or other representatives or assigns.
CHANGES, ALTERATIONS, QUOTED PRICES:	In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of, or inaccuracy in equipment list or specifications at the time this agreement is quoted and executed, or other information submitted by Purchaser, or other details of work to be performed hereunder that change the scope of work originally contracted by Seller. In the event the layout of Purchaser's facilities and/or equipment listed in Attachment A has been altered, or is altered by Purchaser during the term of this contract, Purchaser shall advise Seller, and prices, quoted herein shall be changed by Seller as may be required to accurately reflect these changes or additions.

WARRANTY FOR INSTALLED SYSTEMS AND/OR EQUIPMENT ONLY

Gallaher & Associates, Inc. shall warrant the complete system wiring and equipment as furnished to be free from inherent mechanical and electrical defects for a period specified by this maintenance contract from the date of completed and certified test or execution of this contract, whichever comes first, and per the equipment manufacturer's warranty. In the event where Gallaher equipment is installed by someone other than Gallaher, the warranty applies to the equipment provided only, not the installation. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, terrorism, acts of God, or to goods altered or repaired by anyone other than Gallaher & Associates, Inc., or its' authorized representative.

ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating hereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

ORAL MODIFICATIONS NOT BINDING

This instrument is the entire agreement of the Company and the client. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

ASSUMPTION OF AGREEMENT BY COMPANY'S SUCCESSORS AND ASSIGNEES

The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

SEVERABILITY

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ASSIGNMENT

Any assignment of this contract by Purchaser without the express consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claim against Seller arising hereunder shall be deemed waived unless received by Seller in writing with particulars, within ten (10) days after it shall arise.

TERMS AND CONDITIONS/ TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Chattanooga, Nashville, Smyrna, Maryville, Alcoa, or Knoxville, Tennessee.

REGARDING RECOVERY OF ATTORNEY'S FEES

Should legal action become necessary to enforce any provision of this agreement the losing party agrees to reimburse the prevailing party for all necessary legal expenses, including but not limited to court costs and attorney fees, in said legal action.

OVERTIME

Unless otherwise specified by Purchaser on this agreement, all service work will be performed during regular business hours. If Purchaser shall require any overtime labor service calls, Purchaser agrees to pay the normal Gallaher overtime rate.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

NON-SOLICITATION OF EMPLOYEES

Parties shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of the other Party (or any subsidiary or affiliate), during the Term and for a term of 12 months (1 year) thereafter.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including handling, overhead, and profit. Seller shall also be entitled to shut off the power of said system and remove all or a portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors, or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by

process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

Customer Initials _____

BACKCHARGE

No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to the Seller to correct any alleged work deficiencies or cleanup which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands, or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596) and/or the Americans With Disabilities Act (Public Law 101-336), unless said claims, demands, or damages are the direct result of causes within the exclusive control of Seller.

**ADDENDUM TO GENERAL TERMS AND CONDITIONS OF TEST & INSPECTION
CONTRACT AND MAINTENANCE CONTRACT
BETWEEN
GALLAHER & ASSOCIATES INC.
AND
THE CITY OF MURFREESBORO, TENNESSEE**

This Addendum (herein "Addendum") amends the General Terms and Conditions of Test & Inspection Contract ("Agreement" or "Contract") between Gallaher & Associates Inc. ("Contractor"), a Tennessee corporation, and the City of Murfreesboro, Tennessee ("City"), as well as any and all contracts and agreements for fire alarm inspection and maintenance that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
- 2. Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
- 5. Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
- 6. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 7. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
- 8. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- 9. Non-appropriation.** Contractor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without

liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Contractor following the date of termination under this section 9.

- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This Agreement is the entire agreement between City, (including City's employees and other end users) and Contractor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of Murfreesboro
ATTN: City Attorney
111 West Vine Street
Murfreesboro, TN 37128
- 14. Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.
- 16. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this

Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. Counterparts. This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. Effective Date. This Addendum is effective as of the last date written below (“Effective Date”).

Gallaher & Associates, Inc.

City of Murfreesboro, Tennessee

**Shannon Glenn, Sales Operation
Manager**

Shane McFarland, Mayor

Date

Date

Printed Name

Approved as to form:

Title

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

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 McMinnville PD, Manchester PD, and MTSU Police.

Background Information

The MPD has used traffic vests, holsters and an older model police siren 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 10

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$282</u>
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Mcminnville PD</u>	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 10

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 4-24-24

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

Signed [Signature] (Fixed Assets Manager) Date 6/14/24

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) Date 6-18-24

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 MCMINNVILE POLICE DEPARTMENT,

THE CITY AND MCMINNVILE 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 MCMINNVILE POLICE DEPARTMENT and the use of the high visibility traffic vests by the MCMINNVILE POLICE DEPARTMENT for whatever purposes the MCMINNVILE POLICE DEPARTMENT may use them.

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

In executing this Release and Hold Harmless Agreement the MCMINNVILE 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 MCMINNVILE POLICE DEPARTMENT.

The MCMINNVILE 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

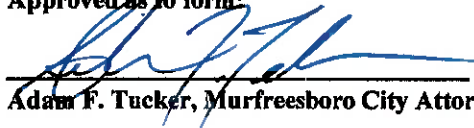
MCMINNVILE POLICE DEPARTMENT

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 Glock 17 Holsters STX finish, no light, old style x 7

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>50 each</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-in	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Manchester PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>5+</u>	Estimated original cost	<u>\$125</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>
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:

Safariland 6360 STX texture, 5 right hand and 2 left hand

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)	<u>Ebay \$40 each</u>

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

[Signature] 4.2.24
Signed (Department Head) Date

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

[Signature] 6/14/24
Signed (Fixed Assets Manager) Date

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

[Signature] 6.18.24
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 GLOCK 17 HOLSTERS**

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 GLOCK 17 HOLSTERS 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 GLOCK 17 HOLSTERS by the City to the MANCHESTER POLICE DEPARTMENT and the use of the GLOCK 17 HOLSTERS 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 GLOCK 17 HOLSTERS.

In executing this Release and Hold Harmless Agreement the MANCHESTER POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the GLOCK 17 HOLSTERS for multiple years; (2) that the GLOCK 17 HOLSTERS 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 GLOCK 17 HOLSTERS for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the GLOCK 17 HOLSTERS; and (4) the City is providing the GLOCK 17 HOLSTERS on an "as is" basis to the MANCHESTER POLICE DEPARTMENT.

The MANCHESTER POLICE DEPARTMENT shall be solely responsible for determining whether to use said GLOCK 17 HOLSTERS 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**

Police Department

Short description of surplus property Federal Signal Smart Siren Kit

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input checked="" type="checkbox"/>	To whom? <u>MTSU Police</u>	
Donate	<input type="checkbox"/>	To whom? _____	Estimated value <u>500</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>5 yrs</u>	Estimated original cost	<u>\$1,500.00</u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	\$ <u>-</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:
Equipment is new, older model and no longer used by MPD

Federal Signal SSP2000B
SN: 20249391009

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)	<u>Ebay</u>

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

[Signature] 6.13.24
Signed (Department Head) Date

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

[Signature] 6/14/24
Signed (Fixed Assets Manager) Date

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

[Signature] 6.18.24
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 FEDERAL SIGNAL SMART SIREN KIT**

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 FEDERAL SIGNAL SMART SIREN KIT by the City of Murfreesboro ("City") to the MTSU POLICE DEPARTMENT,

THE CITY AND MTSU 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 FEDERAL SIGNAL SMART SIREN KIT by the City to the MTSU POLICE DEPARTMENT and the use of the FEDERAL SIGNAL SMART SIREN KIT by the MTSU POLICE DEPARTMENT for whatever purposes the MTSU POLICE DEPARTMENT may use them.

The MTSU POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the MTSU POLICE DEPARTMENT's ownership or use or failure to use the FEDERAL SIGNAL SMART SIREN KIT.

In executing this Release and Hold Harmless Agreement the MTSU POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the FEDERAL SIGNAL SMART SIREN KIT for multiple years; (2) that the FEDERAL SIGNAL SMART SIREN KIT 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 FEDERAL SIGNAL SMART SIREN KIT for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the FEDERAL SIGNAL SMART SIREN KIT; and (4) the City is providing the FEDERAL SIGNAL SMART SIREN KIT on an "as is" basis to the MTSU POLICE DEPARTMENT.

The MTSU POLICE DEPARTMENT shall be solely responsible for determining whether to use said FEDERAL SIGNAL SMART SIREN KIT for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____


Craig Tjaddall, City Manager

MTSU POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:


Adam F. Tuckey, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Request from Main Street Murfreesboro and Murfreesboro Parks and Recreation to hang a banner over East Main Street.

Staff Recommendation

Approve banner to be displayed as follows:

Main Street Murfreesboro from November 24, 2024, to November 25, 2024 for the annual Christmas tree lighting downtown

Murfreesboro Parks and Recreation from December 6, 2024, to December 8th, 2024

Background Information

Main Street Murfreesboro’s mission is to maintain and promote the downtown area as the heart of the city. For the last 35+ years they have worked hard to promote the downtown district and businesses and helped to bring events to the square to bring the community and their families to the area.

The Murfreesboro Christmas parade has been a community event for forty years. Each year the parade has grown and includes over two hundred entries from all different organizations. The parade includes schools, dance teams, cheer teams, businesses and so much more. This event is a time for families to come out together downtown and enjoy some holiday spirit together with their community.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engage our community in various activities and communicates special events to the public thereby enhancing the city reputation through an active community involvement.

Fiscal Impact

None.

Attachments

Letter from Main Street Murfreesboro

Letter from Murfreesboro Parks and Recreation



2024 Board of Directors

- Francela Salas –Chair
- Ashley McDonald – Past Chair
- Shannon Beckman -Vice Chair
- Patrick Cammack – Treasurer
- Michael Busey- Secretary
- Joel Aguilera
- Tianna Christiansen
- LaShan Dixon
- Kirk Garrett
- Kevin Guenther
- Ken Halliburton
- Eric Hennessee
- Stephanie Kusch
- Greg McKnight
- Jeff Murphy
- Keaton Pettit
- Jessica Seegert
- Dr. Monica Smith
- Priscilla Smith
- Sonya Stephenson
- Shawn Wright
- Executive Director**
Sarah Callender

August 13, 2024

City of Murfreesboro
620 West Main Street
Murfreesboro, TN. 37130

Dear Mayor and City Council members,

As the Executive Director of Main Street Murfreesboro, I am requesting to hang our annual “Celebrate Christmas” banner over Main Street. The purpose of Celebrate Christmas is the annual tree lighting of the Rutherford County Christmas tree for downtown Murfreesboro. The tree lighting and Celebrate Christmas event is scheduled for Friday, December 6, 2024. I am requesting to hang our banner on November 25-November 29.

Thank you for considering this request.

Sincerely,

Sarah Callender
Executive Director
Main Street Murfreesboro



To: City Council

August 14, 2024

The department of Parks and Recreation for the City of Murfreesboro would like to request permission to hang our Christmas Parade banner across Main Street at Central High School during the open dates of December 6th through December 9th. Hanging the banner will generate excitement and awareness as we near the time of the parade. It will also serve as a focal point during the parade route and aid in spotlighting our holiday festivities.

The 2024 Murfreesboro Christmas Parade is set for Sunday, December 8th at 2 pm. This event has been a highlight of the Christmas time festivities in Murfreesboro for more than 40 years. The parade usually has around 200 entries and includes area schools, churches, and civic organizations. The route typically starts near MTSU campus, travels down Main Street, and ends in our historic town square.

Murfreesboro Parks and Recreation Department is dedicated to providing vibrant public spaces and inclusive programs delivered with visionary leadership and caring staff that engage the individual and strengthen the quality of life of our community.

If you have any questions or need more information, please contact me at 615.890.5333 extension 6805.

Sincerely,

Lynn Caldwell

Marketing Supervisor

Parks & Recreation Department

COUNCIL COMMUNICATION

Meeting Date: 8/22/2024

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

Ordinance
Resolution
Motion
Direction
Information

Summary

Asphalt and concrete purchases report.

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

Asphalt purchases, \$120,000, and concrete purchases, \$60,000, are funded by the Department's FY25 Budget.

Attachments

Asphalt and Concrete Purchases Report

FY25 STREET DEPARTMENT ASPHALT PURCHASES

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/26/2024	Hawkins	411D 64-22	\$ 87.90	3.80	\$ 334.02	\$ 334.02
8/14/2024	Hawkins	411E	\$ 90.97	9.10	\$ 827.83	\$ 1,161.85
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/1/2024	Vulcan	307BM PG 64-22	\$ 76.00	9.69	\$ 736.44	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ 736.44
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/2/2024	Wiregrass Construction	Commercial 411-E	\$ 94.98	13.00	\$ 1,234.74	\$ 1,234.74
7/3/2024	Wiregrass Construction	Commercial 411-E	\$ 95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/2024	Wiregrass Construction	TDOT 411-D PG 64-22	\$ 113.03	3.41	\$ 385.43	\$ 2,765.16
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.43	\$ 1,674.75	\$ 4,439.92
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.59	\$ 1,687.26	\$ 6,127.18
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	20.40	\$ 1,594.26	\$ 7,721.44
			\$ -	0.00	\$ -	\$ 7,721.44
			\$ -	0.00	\$ -	\$ 7,721.44
			\$ -	0.00	\$ -	\$ 7,721.44
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -

FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	2.00		\$ 252.00	\$ 252.00
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 528.00
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	4.00		\$ 552.00	\$ 1,080.00
		Min Load Charge	\$ 75.00	1.00		\$ 75.00	\$ 1,155.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 1,205.00
		Retarder 2%	\$ 8.00	4.00		\$ 32.00	\$ 1,237.00
7/10/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 1,513.00
7/11/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.50		\$ 207.00	\$ 1,720.00
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 1,996.00
7/15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,203.00
7/16/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 2,341.00
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,548.00
7/22/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 2,893.00
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 3,100.00
7/26/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,238.00
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,376.00
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$ 140.00	2.00		\$ 280.00	\$ 3,656.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 3,666.00
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,804.00
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$ 135.00	1.00		\$ 135.00	\$ 3,939.00
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,215.00
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,491.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 4,629.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,905.00
							\$ 4,905.00
							\$ 4,905.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/5/2024	Orgain Ready Mix	3000 PSI 1/2" AGG	\$ 139.00	1		\$ 139.00	\$ 139.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/1/2024	Martin Marietta	Surge Stone Sales	\$ 15.00	17.41		\$ 261.15	\$ 261.15

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Contract with TDOT for Matching 5339 Funds
Department: Transportation (Transit)
Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with TDOT to match a federal grant for capital expenses related to Farebox and Bus Equipment.

Staff Recommendation

Approve Contract with TDOT for matching 5339 funds.

Background Information

In February 2024 City Council approved the purchase of 3 additional electronic fareboxes. A new Federal grant was funded for this purchase and additional bus equipment needs. These State funds provide half of the 20% match required in the federal grant; the remaining match is paid by the City.

Council Priorities Served

Responsible budgeting


Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

Fiscal Impacts

This expense, or \$19,617, is funded in the department's FY25 operating budget.

Attachments:

Grant Contract TDOT Project #755339-S3-004

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date 1/1/2024	End Date 6/30/2027	Agency Tracking # 40100-51297	Edison ID		
Grantee Legal Entity Name City of Murfreesboro				Edison Vendor ID 4110	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number # 20.526			
		Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2024 - 5339 Bus and Bus Facilities Program– Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$19,617.00				\$19,617.00
TOTAL:	\$19,617.00				\$19,617.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Urban Direct Recipients receive State funds based on formula. TDOT allocates federal Pass-through funds to Subrecipient Grantees based on a Transit Asset Management formula that factors need, vehicle inventory, and fleet condition. Subrecipient Grantees also receive State match funds based on formula.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 9

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2024 ("Effective Date") and ending on June 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nineteen Thousand, Six Hundred Seventeen Dollars and No Cents (\$19,617.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

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

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- e. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement

under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the

Information for Audit Purposes (“IAP”) form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee’s fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year (“EOFY”) (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing

party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any

financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where

the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Notice to Third Party Participants. Federal requirements that apply to the State or the Award, the accompanying Underlying Agreement, and any Amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the State's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.8. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

- E.9. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.10. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.11. Possession of Vehicle Titles. While the Grantee shall take legal title to all vehicles purchased under the contract, the State shall hold possession of all titles. Upon issuance of the title to the Grantee, the Grantee shall turn over possession of the title to the State. The State shall maintain physical possession of the title until the State approves the Grantee to initiate the disposal process for the vehicle.
- E.12. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.13. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

DocuSigned by:
Adam Tucker

7/9/2024

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DATE

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$19,617.00	\$156,940.00	\$19,617.00	\$19,618.00	\$196,175.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$19,617.00	\$156,940.00	\$19,617.00	\$19,618.00	\$196,175.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755339-S3-004
 FTA PROJECT NO.: TN2024-004

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$19,617.00	\$156,940.00	\$19,617.00	\$19,618.00	\$196,175.00
TOTAL	\$19,617.00	\$156,940.00	\$19,617.00	\$19,618.00	\$196,175.00

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY25 operating budget.

Attachments

Asphalt Purchases Report

**OPERATIONS & MAINTENANCE
ASPHALT QUOTES | FY 2024**

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$73.05	\$85.54	\$77.82	\$84.45	\$72.00	\$83.50	
Aug	\$72.71	\$85.11	\$77.38	\$83.85	\$72.00	\$83.50	
Sep	\$72.63	\$85.01	\$77.38	\$83.85	\$72.00	\$83.50	
Oct	\$72.63	\$85.01	\$77.38	\$83.85	\$72.00	\$83.50	
Nov	\$72.63	\$85.01	\$77.38	\$83.85	\$72.00	\$83.50	
Dec	\$72.63	\$85.01	\$77.38	\$83.85	\$72.00	\$83.50	
Jan	\$72.63	\$85.01	\$77.38	\$83.35	\$72.00	\$83.50	
Feb	\$77.48	\$86.82			\$72.00	\$83.50	Hawkins Closed till March 2024
Mar	\$78.00	\$95.00	\$79.60	\$85.97	\$73.58	\$84.61	
Apr	\$77.77	\$94.71	\$79.60	\$85.97	\$73.51	\$84.51	
May	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$83.50	
Jun	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$83.50	

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Barton Lawn Care – Amendment No. 3

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment No. 3 to Barton Lawn Care Contract.

Staff Recommendation

Approve amendment to contract to provide services to Stones River Water Treatment Plant. The Water Resources Board approved awarding the contract on July 23rd.

Background Information

Barton Lawn Care was awarded the lawn care and landscaping contract for the Stones River Water Treatment Plant though June 30, 2022. The contract includes three one-year options to extend the contract. This request is to extend the contract through June 30, 2025.

Council Priorities Served

Responsible budgeting

Outsourcing landscaping and grass cutting at the water plant is the least cost highest benefit means to maintain the campus grounds.

Fiscal Impact

The expenses, estimated to be \$32,100, will be funded by MWRD’s FY25 operating budget.

Attachments

Barton Lawn Care Amendment No. 3

**AMENDMENT NO. 3
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
BARTON LAWN CARE
FOR GRASS CUTTING AND LANDSCAPING FOR
STONES RIVER WATER TREATMENT PLANT**

This Third Amendment (“Amendment No. 3”) to the Contract entered October 21, 2021 (“Contract”) is effective as of this _____, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee Barton Lawn Care, a Sole Proprietorship of the State of Tennessee, (“Contractor”).

RECITALS

WHEREAS, pursuant to clause 2 of the Agreement, the term of this contract was from October 21, 2021, to June 30, 2022, with three one-year options, unless extended upon agreement of the Contractor and the City; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 2 of the current Contract for an additional year, and all other terms of the contract including unit price, shall remain unchanged; and

WHEREAS, the City and Contractor previously agreed to extend the Contract term from August 19, 2022 to June 30, 2024 through the executed No. 2 Amendment.

NOW THEREFORE, the Contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the contract for an additional year through June 30, 2025.
2. This amendment is hereby effective on _____.
3. All other terms of the Contract shall continue in full force and effect and are otherwise unchanged by this Amendment No. 3.

City of Murfreesboro

By: _____
Shane McFarland, Mayor

Barton Lawn Care

DocuSigned by:
By: *Gary Barton*

5D2EEA28E4F6459
Gary Barton, Owner

Approved as to form:

DocuSigned by:
Adam Tucker

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Overall Creek Pump Station (OCPS) – Change Order No. 2

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Change Order No. 2 to formalize the approval of Change Control Forms (CCF) 13 & 14.

Staff Recommendation

Approve Change Order No. 2.

Background Information

The CCF’s entail incorporating a backup control panel for the OCPS. The work includes programming revisions to the main control panel and to the backup control panel, wiring changes to the backup control panel, and wiring changes to the VFDs and soft starters necessary to connect these devices to the backup control panel.

SSR, MWRD’s engineering design consultant, has reviewed the CCF’s and agrees with the pricing and time extension. The cost of the work, or \$57,981, is covered by remaining contingency and unspent contract unit prices. Change Order No. 2 is required for the time extension requests included in CCF 13 and CCF 14. The time extension request in CCF 13 was authorized previously but was not formalized in a change order.

These changes are the final piece necessary to complete the project and to provide full and redundant operational capability of the station.

Council Priorities Served

Expand infrastructure

The OCPS expansion will allow the western and southwestern areas of town to continue to develop and alleviate overflows at the pump station due to heavy rains.

Fiscal Impact



Change Order No. 2 extends the contract times but does not change the contract amount.

Attachments


1. Change Order No. 2
2. CCF’s 13 & 14



CHANGE ORDER NO. 02



Date Issued for Approval:	July 31, 2024	Effective Date:	
Project:	Overall Creek PS & FM Expansion – Contract 1	Contract No.:	1
Owner:	City of Murfreesboro	Owner Project No.:	N/A
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	1941018.0
Contractor:	Blakley Construction Services, LLC	Government Project No.:	N/A
<p>The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.</p>			
<p>Description of Change (Including Location and Reasons Therefore): See attached "Description of Change Summary."</p>			
<p>Enclosures and References: See attached "List of Attachments."</p>			
	AMOUNT		CONTRACT TIME
Original Contract Price	\$4,963,947.00	Substantial Completion Date Prior to Change Order	11/02/2023
Contract Price Prior to Change Order	\$4,963,947.00	Final Payment Date Prior To Change Order	12/02/2023
Net Amount This Change Order	\$0.00	Net Time This Change Order	299 days
Revised Contract Price	\$4,963,947.00	Revised Substantial Completion Date	8/27/2024
		Revised Final Payment Date	9/27/2024
<p>Remarks:</p> <p>1. The party initiating the change order request is: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Engineer</p>			
<p>Agreement: In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.</p>			
Recommended for Approval by Engineer (authorized signature):			Date: 08/06/2024
Authorized for Owner by (authorized signature):			Date:
Accepted for Contractor by (authorized signature):			Date: 08/06/2024
Approved by Funding Agency (authorized signature, if applicable):			Date:

CHANGE CONTROL FORM NO. 13

Date Issued:	1/5/24	Project:	Overall Creek PS Expansion - Contract 1	
Project No.:	1941018.0	Contractor:	Blakley Construction Services, LLC	
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input checked="" type="checkbox"/> Contractor Change Request				
Description of Change (attach necessary supporting documentation): Blakley is seeking a 66-day contract extension due to the mechanical failure of pump number 7 at startup and the essential reconfiguration of the VFD controls. As a result of this request, our substantial completion date has been adjusted to 1/7/24 , and our final completion date is now 2/07/24.				
Initiated By: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative				
Drawing(s) Reference: Drawings Dated Jan.2022			Spec. Reference: N/A	
RFI Reference: N/A			Date of RFI: N/A	
Attachments: N/A				
REQUEST FOR PROPOSAL/CHANGE REQUEST				
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:				
<input checked="" type="checkbox"/> No Change in Contract Amount is Required <input type="checkbox"/> A Change in Contract Amount is Required: <input type="checkbox"/> No Change in Contract Time is required <input checked="" type="checkbox"/> A Change in Contract Time is Required: 66 Days				
WORK CHANGE DIRECTIVE				
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.				
FIELD ORDER				
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.				
AUTHORIZING SIGNATURES				
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:	
 <small>Digitally signed by Brentley D. Fowler, IP: 192.168.1.100, E:bfowler@ssr-inc.com, O="Smith Seckman Reid, Inc.", CN="Brentley D. Fowler, FC" Date: 2024.01.18 14:30:49 -0500</small> <u>Brentley D. Fowler</u> (print name) Date: <u>1/18/2024</u>	<u>Joe Flak</u> <small>Digitally signed by Joe Flak, IP: 192.168.1.100, E:jflak@ssr-inc.com, O="Smith Seckman Reid, Inc.", CN="Joe Flak, FC" Date: 2024.01.18 14:30:49 -0500</small> <u>Joseph Flak</u> (print name) Date: <u>1/8/2024</u>	_____ _____ (print name) Date: _____	_____ _____ (print name) Date: _____	



CHANGE CONTROL FORM NO.

Date Issued:		Project:	
Project No.:		Contractor:	
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request			
Description of Change <i>(attach necessary supporting documentation):</i> 			
Initiated By: <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference:		Spec. Reference:	
RFI Reference:		Date of RFI:	
Attachments:			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input type="checkbox"/> No Change in Contract Time is required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:
		_____	_____
_____	_____	_____	_____
(print name)	(print name)	(print name)	(print name)
Date: _____	Date: _____	Date: _____	Date: _____

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Culp Cleaning Contract Amendment

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider an amendment to MWRD’s administrative building cleaning contract.

Staff Recommendation

Approve the amendment to the contract with Culp Cleaning. The Water Resources Board approved amending the contract on July 23rd.

Background Information

Culp Cleaning entered into a contract with Murfreesboro Water Resources Department in September 2022 to provide building cleaning services for locations at 300 NW Broad, 220 NW Broad and 1725 South Church Street. The agreement was for one year with the option for two one-year renewals.

The building at 316 Robert Rose will result in an approximate 40% increase in office space compared to current locations of 300 and 220 NW Broad.

Staff and Culp Cleaning were amenable to modifying the third and final year of the contract to allow for an increase in monthly cleaning prices after staff relocates. We expect that move to occur in the fall of 2024.

Council Priorities Served

Responsible budgeting

Proper maintenance of facilities extends the life and reduces repair and maintenance costs.

Fiscal Impact

The contract amendment, once effective, will increase cleaning expense by \$2,700 per month through the end of the contract in September 2025

Attachments

Culp Cleaning-Contract Amendment

**AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
CULP'S CLEANING SERVICES, LLC
FOR CUSTODIAL SERVICES FOR WATER RESOURCES**

This Amendment to the Contract entered September 16, 2022 ("Contract") is effective as of this _____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee Culp's Cleaning Services, LLC, a Limited Liability Corporation the State of Tennessee, ("Contractor").

RECITALS

WHEREAS, pursuant to clause 2 of the Agreement, the term of this contract was from September 16, 2022 to September 15, 2023, with two additional one-year renewal term options to be effective by mutual agreement of the Contractor and the City; and

WHEREAS, the City and Contractor have previously mutually agreed to the first one-year renewal from September 16, 2023 to September 15, 2024; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 2 of the current Contract for one additional year; and

WHEREAS, the City is moving the Water Resources Department Headquarters from buildings at 300 NW Broad Street and 220 NW Broad Street to 316 Robert Rose Drive within the city of Murfreesboro; and

WHEREAS, the timeframe of the move from NW Broad Street to 316 Robert Rose Drive is fluid due to factors outside the control of the City and Contractor; and

WHEREAS, the City wishes to continue with Contractor's services at 300 NW Broad Street and 220 NW Broad Street during the time the Water Resources Department occupies those buildings, to include dates beginning September 16, 2024, which will constitute the beginning of this last year contract renewal; and

WHEREAS, pursuant to clause 3 of the Agreement, the parties are agreeing in writing to a modification of price; and

WHEREAS, the City and the Contractor agree the actual billing will reflect agreed upon price modifications as outlined below and in the quote dated July 17, 2024 and Agreement dated September 16, 2022, as applicable to specific buildings and timing when said buildings are occupied by the Water Resources Department, prorated pursuant to occupancy status.

NOW THEREFORE, the Contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the contract for an additional year through September 15, 2025.

2. The price modifications attendant to the respective building location occupancies are effective as follows:

The pricing is to remain unchanged pursuant to the Agreement dated September 16, 2022 during the timeframe the Water Resources Department occupies 300 NW Broad Street and 220 NW Board Street, outlined as follows:

Location	Price annually	Price monthly
300 NW Broad Street	\$12,000.00	\$1,000.00
300 NW Broad Street Strip and Wax Floor	\$600.00 (cleaning to occur twice per year)	\$300.00 monthly cost to occur twice per year
220 NW Broad Street	\$9,600.00	\$800.00
220 NW Broad Street Strip and Wax Floor	\$200.00 (cleaning to occur twice per year)	\$100.00 monthly cost to occur twice per year
1725 S. Church Street	\$21,600.00	\$1,800.00
1725 S. Church Street Strip and Wax Floor	\$2,000.00 (cleaning to occur twice per year)	\$1,000.00 monthly cost to occur twice per year

Total consistent monthly fee: \$3,600.00
 Note: additional two (2) \$300.00, and two (2) \$100.00, and two (2) \$1,000.00 monthly one-time charges for strip and wax floors at respective locations

The pricing shall be modified beginning at such time the Water Resources Department moves into 316 Robert Rose Drive, outlined as follows:

Location	Price annually	Price monthly
316 Robert Rose Drive	\$54,000.00	\$4,500.00
316 Robert Rose Window Cleaning	\$2,000.00 (cleaning to occur twice per year)	\$1,000.00 monthly cost to occur twice per year
1725 S. Church Street	\$21,600.00	\$1,800.00
1725 S. Church Street Strip and Wax Floor	\$2,000.00 (cleaning to occur twice per year)	\$1,000.00 monthly cost to occur twice per year

TOTAL consistent monthly fee: \$6,300.00
 Note: additional four (4) \$1000.00 one-time charges related to window cleaning and strip and wax floors at respective locations

3. All other terms of the Contract shall continue in full force and effect and are otherwise unchanged by this Amendment.

City of Murfreesboro

Culp's Cleaning Services, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: *Michelle Culp* _____
Michelle Culp, Owner

Approved as to form:

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: WRRF Sodium Hypochlorite Contract Renewal

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider a sodium hypochlorite (i.e., bleach) unit price commodity contract for use at the Water Resource Recovery Facility.

Staff Recommendation

Approve contract renewal with Brenntag Mid-South Inc. for sodium hypochlorite. The Water Resources Board approved awarding the contract on July 23rd.

Background Information

The City’s reuse water system irrigates several hundred acres of City-owned land, the Gateway District, Old Fort golf course, Siegel Soccer Complex, and several other areas. Environmental regulations require that reuse water be disinfected with Sodium Hypochlorite, more commonly known as bleach.

The City’s Invitation to Bid received four proposals. The lowest bid of \$2.139/gallon was provided by Brenntag Mid-South Inc. The terms of this Contract are one year from the original Effective Date (7/13/24) with three additional one-year terms upon mutual agreement of the City and Contractor.

Council Priorities Served

Responsible Budgeting

Providing for the disposal of treated water is necessary to comply with environmental regulations and avoid the significant cost that would be incurred to construct alternative means of disposal.

Fiscal Impact

\$200,000 is allocated in the FY25 operating budget for sodium hypochlorite.

Attachments

Contract Amendment with Brenntag Mid-South Inc.

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
BRENNTAG MID-SOUTH, INC.**

This First Amendment ("First Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day _____, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Brenntag Mid-South, Inc., a corporation of the State of Kentucky ("Contractor").

RECITALS

WHEREAS, on July 13, 2023 the City entered into the Contract with Contractor for the purchase of Bleach for the City's Water Resources Recovery Facility, specifically Sodium Hypochlorite 12.5% at a price of \$2.139 per gallon; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 13, 2023 to July 12, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract for up to three additional one year terms; and

WHEREAS, the parties desire to extend the term of the Contract for the first additional one year term;

WHEREAS, pursuant to section 10 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 13, 2024 and end on July 12, 2025.

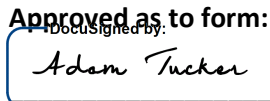
Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

BRENNTAG MID-SOUTH, INC.:

By: _____
Shane McFarland, Mayor

By:  _____
Ray Sibbit, Director of Mini-Bulk and
Municipal Development

Approved as to form:


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Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: SSR Task Order 2141013.0 Amendment No. 2, Regulatory Assistance

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Extend the term of Task Order (TO) 2141013.0 for regulatory assistance and water quality management through June 30th, 2025.

Staff Recommendation

Approve SSR task order 2141013.0 Amendment No. 2. The Water Resources Board approved awarding the contract on July 23rd.

Background Information

The Council previously approved Amendment No. 1 to task order 2141013.0 which added assistance with stormwater management consulting services. These services have been beneficial.

While funds remain, the term specified has expired. Amending the task order from July 1st, 2023 to June 30th, 2025 will provide additional time for assistance with policy documents and other technical support.

Council Priorities Served

Expand infrastructure

Establishing effective policies ensures responsible growth and expansion of stormwater infrastructure.

Fiscal Impact

Amendment No. 2 extends the term of the task order. The expense, estimated as \$175,300, will be funded from the Department’s FY25 operating budget.

Attachments

1. SSR Memo
2. SSR TO Amendment No. 2



MEMORANDUM

To: Valerie Smith
From: Brent Fowler
Date: July 1, 2024
Re: Contract Amendment 2
Project Name: Regulatory Assistance and Water Quality Management
Project Number: 2141013.0

Valerie,

Per your request, this memorandum provides information regarding revisions to the referenced project scope.

Background

Original Task Order

The Board previously approved SSR Task Order 2141013.0 for the engineering consulting services to provide regulatory assistance and water quality management on an as needed basis for approximately 20 hours per week. The task order term is from November 1, 2021 to June 30, 2022.

Amendment 1

MWRD requested to extend the term of the original task order for regulatory assistance and water quality management consulting services from July 1, 2022 through June 30, 2023. The anticipated hours for this period will again be 20 hours per week.

MWRD also requested that SSR provide a similar arrangement for engineering consulting services providing stormwater quality management and stormwater regulation and ordinance assistance. SSR supplied a qualified person acceptable to MWRD and provided consultation and advice related to stormwater quality, stormwater regulations, and ordinances. SSR anticipated effort of approximately 20 hours per week from July 1, 2022 to June 30, 2023.

Amendment 2

MWRD requested to extend the term of the amended task order for regulatory assistance, water quality management, stormwater quality management, stormwater regulation and ordinance assistance consulting services from July 1, 2023 through June 30, 2025. The anticipated hours for this period will be approximately 30 hours per week. The task order fee ceiling, as amended, of \$175,300 will be unchanged as a result of this amendment.

Recommendations

SSR recommends that MWRD proceed with Amendment 2 to Task Order 21-41-013.0.



MEMORANDUM

Page 2

Project Costs

The revised Task Order cost, including the proposed Amendment 2 is \$175,300.

If you need additional information, please contact me.

Attachments

1. Amendment No. 2 to SSR Task Order 2141013.0.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Task Order 21-41-013.0
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: October 21, 2021
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc.
- d. Project: Regulatory Assistance and Water Quality Management

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 21-41-013.0, this modification includes:

Understanding of Modifications

The OWNER wishes the ENGINEER to provide stormwater quality and stormwater regulations consulting services as needed and up to approximately 20 hours per week. These services will begin July 1, 2023 and end on June 30, 2025 at which time OWNER may elect to extend the task order.

The OWNER wishes the ENGINEER to extend the previously authorized regulatory assistance and water quality consulting services as needed and up to approximately 20 hours per week to begin on July 1, 2023 and end on June 30, 2025 at which time OWNER may elect to extend the task order.

ENGINEER's Scope of Services

The ENGINEER will supply a qualified person acceptable to the OWNER to provide consultation and advice related to regulatory permitting, water quality and resource management, stormwater quality and regulations assistance.

Exclusions

- None

Compensation This Amendment

Description of Service	Amount	Basis of Compensation
Consulting Services	\$0	Hourly Not to Exceed
Project Administrative Services	\$0	Hourly Not to Exceed
TOTAL COMPENSATION	\$0	
REIMBURSABLE EXPENSES **		
a. Out-of-Town Mileage	\$0	\$0.56 /mile

Description of Service	Amount	Basis of Compensation
b. Air Transportation	\$0	At Cost
c. Meals and Lodging	\$0	At Cost
d. External Plotting	\$0	At Cost

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$47,500.00
b. Net change for prior amendments:	\$127,800.00
c. This amendment amount:	\$0.00
d. Adjusted Agreement amount:	\$175,300.00

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

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

CITY OF MURFREESBORO

SMITH SECKMAN REID, INC.

Brentley D. Fowler

By: Shane McFarland

By: 

Title: Mayor


Title: Principal

Date Signed: _____

Date Signed: July 1, 2024

APPROVED AS TO FORM:

DocuSigned by:



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City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: 8/22/2024

Item Title: Ordinance 24-O-10 City Code, Chapter 12 Changes (2ND and Final Reading)

Department: Fire Rescue

Presented by: Chief Mark McCluskey

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

Revisions to Chapter 12 of the City Code on second and final reading.

Staff Recommendation

Approve revisions to City Code, Chapter 12 by Ordinance 24-O-10.

Background Information

Revisions to Chapter 12 of the City Code are needed to provide guidance and recommendations for safe burning practices and promote compliance and safety at construction sites. The Community Risk Reduction division is changing its title to the Fire Marshal’s Office to stay consistent with industry standards.

Council Priorities Served

Maintain public safety

Establishing guidelines for safe burning practices will help protect citizens and keep communities safe with fewer adverse impacts related to open burning.

Fiscal Impact

There is no fiscal impact on the FY25 operating budget.

Attachments

1. Ordinance 24-O-10

ORDINANCE 24-O-10 amending the Murfreesboro City Code, Chapter 12, Fire Prevention and Fire Rescue Services, Articles II and V, Sections 12-19, 12-51, 12-52, 12-53, and 12-54, regarding open burning.

WHEREAS, the title "Fire Marshal's Office" is consistent with industry standards; and

WHEREAS, adding safety setbacks established in the Fire Code will provide guidance and promote safe burning; and

WHEREAS, the amendment of burning practices will promote burning compliance and fire safety at building sites; and

WHEREAS, the amendment to the hours and days to burn will promote recommended burning practices and improve code enforcement by allowing commercial burning during business hours.

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

SECTION 1. Section 12-19, Community Risk Reduction, of the Murfreesboro City Code is hereby amended by:

- Deleting the words "Community Risk Reduction" in the title and substituting instead the words "Fire Marshal's Office,"
- Replacing references to "Community Risk Reduction Division" and "Division" in the section with "Fire Marshal's Office."

SECTION 2. Section 12-2, International Fire Code-Amended, of the Murfreesboro City Code is hereby amended by inserting the following new subsection (G) and re-lettering the remaining subsections accordingly. Section 12-51 of the Murfreesboro City Code regulates open burning, recreational fires and the use of portable outdoor fireplaces in the City of Murfreesboro:

(G) Section 307 on Open Burning, Recreational Fires and Portable Outdoor Fireplaces is deleted.

SECTION 3. Section 12-50, Definitions, of the Murfreesboro City Code is

hereby amended by adding the following definitions:

“*Approved.*” Acceptable to the fire code official.

“*Dwellings.*” A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

“*Fire Code Official.*” The fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative

“*Owner.*” Any person, agent, operator, entity, firm or corporation having any legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding an interest or title to the property; or otherwise having possession or control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

“*Recreational fires.*” An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

SECTION 4. Section 12-51, Residential/recreational burning, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting instead the following:

(A) **General.** A person shall not kindle or maintain or authorize to be kindled or maintained any *open burning* unless conducted and approved in accordance with Murfreesboro City Code Article V, Opening Burning.

(1) **Prohibited Open Burning.** *Open burning* shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous.

Exception: Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the *fire code official*.

(B) **Permit required.** A permit shall be obtained from the *fire code official* in

accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildfire management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the *owner* of the land on which the fire is to be kindled.

(1) **Authorization.** Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

(C) **Extinguishment authority.** Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the *fire code official* is authorized to order the extinguishment of the open burning operation.

(D) **Location.** The location for open burning shall not be less than 50 feet from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.

Exceptions:

- Fires in *approved* containers that are not less than 15 feet from a structure.
- The minimum required distance from a structure shall be 25 feet where the pile size is 3 feet or less in diameter and 2 feet or less in height.

(1) **Recreational fires.** *Recreational fires* shall not be conducted within 25 feet of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.

(2) **Portable outdoor fireplaces.** Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.

Exception: Portable outdoor fireplaces used at one- and two-family *dwelling*s.

(E) **Attendance.** *Open burning, bonfires, recreational fires* and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. No fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

SECTION 5. Section 12-52, Construction site burning, of the Murfreesboro City Code, subsection (d) is hereby amended by deleting the words “the fire is no greater than four feet in diameter” and substituting instead the words “warming fires shall be inside of a fifty-five (55) gallon steel drum.”

SECTION 6. Section 12-53, Commercial burning, of the Murfreesboro City Code is hereby amended by adding the following sentences to the beginning of the section:

“Commercial fires are to be conducted between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Fire pits shall be covered by 5:00 p.m. No commercial burning is allowed on the weekends.”

SECTION 7. Section 12-54, Bonfires, of the Murfreesboro City Code is hereby amended by deleting the words “Community Risk Reduction” in the last sentence of the section and substituting instead the following words “Fire Marshal’s Office.”

SECTION 8. Section 12-54, Bonfires, of the Murfreesboro City Code is hereby amended by adding the following sentences at the end of the section:

“A bonfire shall not be conducted within 50 feet of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.”

SECTION 9. 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:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Ordinance to Amend City Code Regarding Tennis and Pickleball Commission [Second Reading]

Department: Parks and Recreation

Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amend City Code Regarding Tennis and Pickleball Commission.

Staff Recommendation

Approve Ordinance 24-O-20.

Background Information

On August 10, 2023, Council approved by motion to administratively change the Tennis Commission name to Tennis and Pickleball Commission, and the Mayor appointed a pickleball representative to said commission. The proposed Ordinance amends City Code, Chapter 21.5, Parks and Recreation, Article III, Tennis Commission, to reflect the stipulations made by Council, including that the commission shall have at least one tennis representative and one pickleball representative serving on the commission at all times.

Council approved First Reading of this Ordinance on June 20, 2024.

Council Priorities Served

Establish strong City brand

Aligning representation and designated advisory roles of Murfreesboro’s two major racquet sports within the Tennis and Pickleball Commission will ensure maximized benefits for residents of and visitors to Murfreesboro.

Fiscal Impact

None

Attachment

Ordinance 24-O-20

ORDINANCE 24-O-20 amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Article III. Tennis Commission, adding reference to pickleball.

WHEREAS, on August 10, 2023, City Council approved by motion to administratively change the name of the “Tennis Commission” to the “Tennis and Pickleball Commission” and Mayor Shane McFarland appointed Alan Cutler to represent pickleball on the Commission; and

WHEREAS, on August 17, 2023, Alan Cutler was introduced as a new member appointed to the Tennis Commission to represent the interests of the Murfreesboro pickleball community; and

WHEREAS, it is prudent to reflect these changes in the Murfreesboro City Code.

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

SECTION 1. Murfreesboro City Code, Article III, Tennis Commission, is hereby amended by replacing the title and all references to “Tennis Commission” with “Tennis and Pickleball Commission.”

SECTION 2. Murfreesboro City Code, Section 21.5-27, Tennis Commission created; composition; term; vacancies; compensation; removal, is hereby amended at subsection (A) by adding the following after the first sentence: “At least one member of the Tennis and Pickleball Commission shall represent tennis players and at least one member shall represent pickleball players.”

SECTION 3. Murfreesboro City Code, Section 21.5-28, Purpose, is hereby amended by adding the following to the end of the sentence: “and other City-owned and operated tennis and pickleball courts and facilities.”

SECTION 4. 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:

Amanda DeRosia
Interim 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: 08/22/2024

Item Title: Ordinance 24-O-24 City Code Ch. 27.5 Amendment, Stormwater Management [2nd and Final Reading]

Department: Water Resources

Presented by: Valerie Smith

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

Amend Chapter 27.5 of City Code to make the chapter compliant with a new state stormwater permit and incorporate much needed updates.

Staff Recommendation

Approve the amendment to Chapter 27.5 of City Code with second reading of Ordinance 24-O-24. The Water Resources Board recommended approval of these revisions on June 25, 2024.

Background Information

In 2022, the State issued a new NPDES stormwater permit requiring staff to revise Chapter 27.5 of City Code. Particularly, revisions pertain to streamside buffers and the design of stormwater control measures (SCM's). Additional changes include clerical updates and best practices for improving stormwater quality and drainage.

To encourage public input, staff offered two stakeholder meetings, created a webpage for revision information, and engaged the engineering and development community with email updates.

Council Priorities Served

Establish strong City brand

Having clean streams and keeping compliant with the State of Tennessee stormwater permit strengthens the City brand.

Attachments

1. Ordinance 24-O-24
2. Table of Revisions

ORDINANCE 24-O-24 amending the Murfreesboro City Code, Chapter 27.5, Stormwater Management, replacing it in its entirety.

WHEREAS, the City of Murfreesboro has the authority to manage stormwater within its jurisdiction pursuant to the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987; and,

WHEREAS, the City of Murfreesboro is authorized to discharge stormwater runoff into waters of the State of Tennessee in accordance with the National Pollutant Discharge Elimination System; and,

WHEREAS, the City of Murfreesboro endeavors to comply with Federal, State, and Local authority in the management of stormwater by its own municipal storm sewer system; and

WHEREAS, the City Council finds it is in the best interest of the City to codify an updated a stormwater management program consistent with current law.

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

SECTION 1. Chapter 27.5, Stormwater Management, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chapter 27.5, Stormwater Management.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Chapter 27.5 STORMWATER MANAGEMENT¹

ARTICLE I. STORMWATER MANAGEMENT

Section 27.5-1 Purpose.

This chapter is intended to manage the manner in which stormwater is addressed in areas of new development and redevelopment through the course of construction, post-construction stabilization, and permanently to maintain or benefit water quality, to provide measures against stream bank erosion and flooding, and thereby to benefit the quality of life and character of the City. This chapter sets general policy and stormwater management program direction and is supported and enforced through other more detailed regulations, which may be adopted by the City Council and relevant City departments.

This chapter shall be known and may be cited as the Stormwater Management Ordinance of the City. The purpose of this chapter is to accomplish the following:

- (A) Improve stormwater management;
- (B) Control the discharge of pollutants to the stormwater system;
- (C) Provide measures against stream bank erosion and flooding;
- (D) Improve public safety;
- (E) To comply with the City's NPDES permit; and,
- (F) Allow the City to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among the other powers municipalities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (1) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
 - (2) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
 - (3) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
 - (4) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - (5) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
 - (6) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;
 - (7) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and,
 - (8) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

¹Editor's note(s) – Ordinance No. 88RS60 contained two sections designated as Section 3; hence, beginning with the second Section 3, the sections were renumbered as sections 4 through 8. Ordinance No. 04-O-69, adopted 12-09-04, replaced Chapter 27.5 in its entirety.

Cross reference – Ch. 7, buildings; Ch. 22, Planning Commission; Ch. 29, subdivisions, maps and plats; Ch. 33, water and sewers.

(Ord. No. 88-60 § 1, 12-15-88; Ord. No. 04-O-69 § 1, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 1-2, 06-05-08)

Section 27.5-2 Definitions.

For this chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this chapter and in any regulations promulgated hereunder, unless specifically stated otherwise:

"100-year flood event." See *Base flood*.

"Active channel." The area of the stream channel that is subject to frequent flows (approximately once per one and one-half years) and that includes the portion of the channel below where the floodplain flattens.

"Appeal." A request for a review of the City's interpretation of any provision of these regulations.

"Analytical monitoring." Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required. Pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 C.F.R. § 136, as amended, and promulgated pursuant to Section 304 (h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).

"Aquatic Resource Alteration Permit" or ARAP. A permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance. The Tennessee-issued ARAP is often associated with a §401 Water Quality Certification (§401 certification).

"As-built plans." Drawings depicting structures, facilities, systems, landscaping, and site conditions as they were installed and constructed.

"Base flood." The flood having a 1% chance of being equaled or exceeded in any given year; for the City the base flood is the 100-year frequency flood. While this statistical event may occur more frequently, it may also be known as the "100-year flood event."

"Best Management Practice (BMP)." This may refer collectively or specifically to a structural or non-structural practice intended to address water quantity or quality as best available.

"Board." A City board or committee specifically designated by the City Council to perform one or more functions under this chapter. Such functions may include: approving policies, rules, guidelines, plans or agreements; hearing appeals of administrative decisions; determining exemptions; or, granting waivers or variances. If no other City board or committee has been so specifically designated, the Construction Board of Adjustments and Appeals shall be deemed the Board.

"Borrow pit." An excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site.

"Bridge." A man-made conveyance over stormwater flows.

"Buffer zone." See *Water quality riparian buffer*.

"Building." Any structure built for support, shelter, or enclosure for any occupancy or storage.

"Channel." A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.

"Chronic violator." Persons or business operations that have violated provisions of this chapter repeatedly and without good cause, as shown by City's records (enforcement actions, outstanding bonds, etc.).

"City." The City of Murfreesboro, Tennessee.

"City Engineer." The City Engineer or the Executive Director of Public Infrastructure or his or her designee.

"Clearing." Clearing refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams, or power lines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).

"Common plan of development or sale." Common plan of development or sale is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This occurs because the activities may take place at different times, on different schedules, by different operators.

"Construction Board of Adjustments and Appeals." Board identified to hear appeals of decisions, determinations, orders and notices of the City with regards to violations of this chapter, and to establish rules for its own procedures.

"Control measure." General term referring to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state. See *Stormwater control measure*.

"Culvert." A man-made conveyance of stormwater flows. This may include a pipe or other constructed conveyance.

"Critical area." A site subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil; a site difficult to stabilize due to exposed subsoil, steep slope, extent of exposure, or other conditions.

"Cut." Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.

"CWA." Clean Water Act of 1977 or the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.)

"Designated City staff." Any City staff person having suitable identification who enters onto property with the intent to inspect private drainage systems or to conduct sampling and/or metering of stormwater operations or discharges.

"Design storm." A storm event as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0. U.S. Department of Commerce. National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its

digital product equivalent. The estimated design rainfall amounts, for any return period interval (i.e., 1-yr, 2-yr, 5-yr, 25-yr, etc.) in terms of either depths or intensities for any duration, can be found by accessing the data available on the NOAA web pages, the Precipitation Frequency Data Server (PFDS) of the Hydrometeorological Design Studies Center.

"Detention." The temporary delay of storm runoff prior to discharge into receiving waters.

"Development." New development or redevelopment.

"Discharge." Discharge generally refers to release of water or liquid, that may contain pollutants, from a property to another property, to waters of the state or a wet weather conveyance, or to a location from which the material is likely to move to waters of the state.

"Discharge of a pollutant." Refers to a discharge containing a pollutant.

"Drainage basin." A part of the surface of the earth that is occupied by, and provides surface water runoff into, a stormwater management system (MS4 or Waters of the State), which consists of a surface stream or a body of impounded surface water together with all tributary surface streams and bodies of impounded surface water.

"Drainage-sensitive watershed." Or drainage-sensitive basin or catchment. A drainage basin City staff expect, based on historical data or calibrated modeling, to exhibit flooding with relatively small changes in development of land in the watershed (vegetative cover, imperviousness, grading).

"Drip line." A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground.

"Engineer." An engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.

"Erosion." The disintegration or wearing away of soil by the action of water in the form of flowing water or precipitation impact.

"Erosion prevention (EP)." Practices implemented to prevent, through shielding, binding or other mechanism(s), the suspension of soil particles, often associated with erosion prevention and sedimentation control.

"Erosion prevention and sediment control plan." A plan accurately describing the potential for soil erosion and sedimentation problems resulting from land disturbing activity and explanations and illustrations of the measures that are to be taken to control these problems.

"Excavation." See *Cut*.

"Exceptional Tennessee Waters." Surface waters other than wet weather conveyances that meet criteria of Tennessee Rule 0400-40-03-.06. For example, waters within state or national parks or natural areas; waters within federally designated critical habitat; or waters with non-experimental populations of State or federally-listed threatened or endangered aquatic or semi-aquatic plants or animals.

"Extreme flow." Storm water runoff flows resulting from 100-year storm events (those with recurrence interval of one percent per year or less).

"Federal Emergency Management Agency (FEMA)." The agency established by the federal government to mitigate the effects of various catastrophic occurrences including damages from floods, erosion and mudslides.

"Federal Emergency Management Agency (FEMA) Maps." Maps prepared by the Federal Emergency Management Agency to define flood areas for flood frequency intervals with the base flood being a 100-year frequency which maps are hereby incorporated into and made a part of this chapter.

"Fill." Portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.

"Flood" or "flooding." Water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.

"Floodway." The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Reference Section 34 of City's Zoning Ordinance, Appendix A.

"Floor." The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

"Grading." Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition.

"Green Infrastructure." An approach to managing stormwater that incorporates engineered and natural systems like soil and vegetation, that infiltrate, evapotranspire, capture and reuse stormwater to maintain or restore natural hydrologies. Green infrastructure practices include, but are not limited to open space, rain gardens, porous pavements, green roofs, infiltration planters, trees and tree boxes, swales, and curb extensions.

"Greenway." A publicly owned, operated or maintained linear open space established along a natural or constructed corridor (e.g. stream, river or railroad) which is designed to connect recreational areas with cultural or historic features and/or populated areas for pedestrian and/or bicycle traffic. A greenway is developed and maintained to provide protection of natural resources, transportation alternatives, and recreational opportunities. A greenway may include associated amenities (e.g. interpretive markers, canoe launching areas, and trailhead facilities such as buildings, picnic areas and playgrounds) with the linear pathway. Public includes Federal, State or local government.

"Hot spot (priority area)." An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

"Hotspot" means a land use or activity that has the potential to produce higher than typical levels of pollutants in stormwater runoff. Hotspots include, but are not limited to, gasoline stations, vehicle service and maintenance areas, material storage sites, and garbage transfer facilities.

"Hydrologic and hydraulic study." Engineering study to determine rates, volumes, and distribution of storm runoff.

"Hydrologically significant waters." Channels that are not jurisdictional streams under Tennessee water quality regulations but that exhibit significant similarity to a stream in seasons when groundwater has risen to surface for sustained period. These include, but are not limited to, channels that flow for seven days or more, absent rainfall greater than 0.1 inch; channels that have morphed (downcutting to rock) over time such that the bed is in whole or part impermeable rock and have begun to exhibit other characteristics of a stream.

"Human occupancy." Any portion of any enclosed structure wherein humans principally live or sleep such as mobile homes, permanent residential activities, semi-transient residential activities, health care community facilities, nursing home community facilities, orphanages, family care facilities, group care facilities or transient habitation.

"Impervious surface." A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.

"Intent to build." Any plan brought before the City that indicates a man-made change to improve real estate by the addition of buildings or other structures.

"Karst." Landscape characterized by sinkholes, springs, conduits, caves, fractures in the rock, and a pinnacled, irregular soil-rock interface, because of past and/or present soluble nature of the underlying rock, such as limestone in Murfreesboro.

"Karst window." A topographic depression where flowing water is consistently or occasionally visible. When flow is present, water emerges from a spring on one end of the depression and disappears into a swallow hole or cave on the other end. At times a karst window may contain standing water.

"Land disturbance activity." Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. The phrase land disturbing activity has the same meaning as land disturbance activity.

"Land disturbance permit." A permit required from the City in certain circumstances of land disturbing activity, as set forth in Code § 27.5-5.

"Level 1." Fundamentals of Erosion Prevention and Sediment Control training and certification program administered by University of Tennessee Water Resources Research Center.

"Level 2." Design Principles for Erosion Prevention and Sediment Control for Construction Sites training and certification program administered by University of Tennessee Water Resources Research Center.

"Maintenance." Used in reference to stormwater control measures, maintenance refers to physical actions taken to maintain the integrity and functions of the SCM as intended and designed, such as stability of slopes, detaining or infiltrating stormwater runoff, and capturing trash, sediment and other materials.

"Maintenance Agreement." A document, such as the City's form titled "Inspection and Maintenance Agreement for Private Stormwater Management Facilities," whereby a property owner agrees to maintain the good function of stormwater control facilities on their property; prepared in a form to be recorded with the Register of Deeds.

"Major drainage system." That storm drainage system which carries the runoff from a 100-year frequency storm. Although damage may occur, runoff will be carried by the major system whether or not it has been planned and designed, and whether or not improvements are situated wisely in respect to it. The major system usually includes many features such as streets, gulches, and major drainage channels. Storm sewer systems may reduce the flow in many parts of the major system by storing and transporting water underground. Good planning and designing of a major system should eliminate major damage and loss of life from storms having a 1% chance of occurring in any given year.

"Managed vegetation." Management that does not involve grubbing, clearing, tilling, disking or plowing of the ground. Cutting, mowing, pruning, no-till planting, and aeration are allowed activities of managed vegetation.

"Materially increase the degree of flooding." Shall be defined by the following criteria:

(A) The proposed development raises the 100-year flood elevation more than one foot; or, when considered in conjunction with other potential developments within the watershed, would contribute disproportionately to increased flooding which when combined with other potential development would cumulatively increase the 100-year flood elevation more than one foot.

(B) The proposed development does materially increase the property damage caused by the 100-year flood.

(C) The proposed development conflicts with the engineer's determination of factors required for reducing flood damage.

"Minor drainage system." That storm drainage system which is frequently used for collecting, transporting, and disposing of snow-melt, miscellaneous minor flows, and storm runoff up to the capacity of the system. The capacity should be equal to the maximum rate of runoff to be expected from the initial design storm which has statistical frequency of occurrence of once in ten years, or as specified by the Engineering Department. The minor system is sometimes termed the "convenience system," "initial system," or the "storm sewer system." The minor system may include many features ranging from curbs and gutters to storm sewer pipes and open drainage ways.

"Monitoring." Monitoring refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 C.F.R. § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visual or by qualitative tools that provide comparative values or rough estimates.

"Municipal Separate Storm Sewer System (MS4)." The portion of public infrastructure that is not considered "Waters of the State." Usually MS4 refers to wet-weather conveyances, while "Waters of the State" usually refer to dry-weather conveyances. This determination is made by the Tennessee Department of Environment and Conservation.

"New Development" means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

"NPDES." Acronym for the Federal National Pollution Discharge Elimination System permitting program.

"NPDES MS4 Phase II Program." NPDES Municipal Separate Storm Sewer System program focusing on municipalities where the MS4 serves a population less than 100,000.

"Operator." Any person who owns, leases, operates, controls, or supervises a source. Including, but not limited to, an owner or operator of any facility or activity subject to regulation under the NPDES program.

"Permittee." Any person, firm, or any other legal entity to whom a site disturbance, land disturbance, building or other related permit is issued in accordance with City regulations.

"Planning Director." Director of Planning Department or Executive Director of Development Services, or his or her designee.

"Post-construction runoff quality controls." See definition of *Stormwater control measure (SCM)*.

"Priority construction activity." Land disturbance activity and construction activity discharging directly into or immediately upstream of Waters of the State recognized as being in unavailable condition for siltation or as Exceptional Tennessee Waters.

"Priority watershed." A watershed the City has identified as priority for efforts to improve the quality of runoff and the quality of the receiving stream. Examples include watersheds with a large percentage of impervious surfaces; watersheds with

much impervious surfaces that are directly connected (little to no vegetation or detention between) to receiving streams; watersheds with relatively low percentage of tree canopy; watershed of a stream identified by TDEC as waters with unavailable parameters.

“Rainfall event.” Any occurrence of rain preceded by ten hours without precipitation that results in an accumulation of 0.10 inches or more. Instances of rainfall occurring within ten hours of each other will be considered a single rainfall event.

“Redevelopment.” Structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with construction of structures or impervious area on a previously developed site. Redevelopment does not include such activities as exterior remodeling. Demolition and reconstruction is considered new development and not redevelopment.

“Registered engineer,” or *“Registered landscape architect.”* One certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Sections 62-2-101 et seq., Tennessee Code Annotated, to practice in Tennessee. References to engineer and landscape architect in this chapter of City Code refer to registered engineers and landscape architects.

“Retention.” The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.

“Right-of-entry.” Authority of City personnel or their designee to enter into properties for the purpose of inspecting private drainage systems.

“Runoff coefficient.” Runoff coefficient means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.

“Sediment.” Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its place of origin by air, water, or gravity as a product of erosion.

“Sediment Control (SC).” Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water, often associated with erosion prevention and sedimentation control.

“Seedling/sapling.” A deciduous, native, non-invasive canopy tree with a minimum height of 24 in. and minimum caliper of $\frac{3}{8}$ in. at time of planting. Seedlings/saplings can be bare-root or container grown. All seedling/saplings are to have well developed root systems, to be free of insects and disease as well as mechanical injuries, and in all respects to be suitable for field planting.

“Significant contributor.” A source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

“Significant redevelopment.” Significant redevelopment is redevelopment as defined herein that has a value greater than 50% of the property's current assessed value; increases the impervious surface area of the property by 10,000 square feet or more; redirects the flow of stormwater in any way; modifies the storm sewer system; or, is likely to result in additional pollutants to the stormwater characteristics.

“Sinkhole.” A depression that has occurred naturally in a karst area, with subterranean drainage. It shall be identified by the first closed contour on 2-foot contour interval map or as designated by the Tennessee Department of Environment and Conservation.

"Site." All contiguous land and bodies of water in one ownership, graded or proposed for land disturbance or development as a unit, although not necessarily at one time.

"Slope." Degree of deviation of a surface from the horizontal, usually expressed in percentage or ratio.

"Soil." All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.

"Stormwater." Rainfall runoff, snow melt runoff, and surface runoff and discharge.

"Stormwater concept plan." A plan which is defined as showing sufficient information as pertaining to major stormwater elements to allow the City to evaluate the general characteristics and overall stormwater management efforts expected within a proposed development.

"Stormwater Coordinator." Term used for the person employed as the City's Stormwater Program Manager.

"Stormwater basin or sub-basin master plan." Any study or plan prepared by or accepted by the City that identifies solutions to water quality or quantity problems on a regional basin or sub-basin area.

"Stormwater control measure (SCM)." Permanent structural control for capturing pollutants in stormwater runoff or for controlling the rate, quantity, and volume of discharge from existing or new development projects or redevelopment projects.

"Stormwater design manuals." Rules or guidelines adopted by the City for handling stormwater in accordance with this chapter. These include documents such as the "Stormwater Planning and Low Impact Design Guide" on stormwater runoff source reduction techniques, the "Stormwater Controls Manual" on stormwater quality runoff treatment, and by reference the Tennessee Erosion and Sediment Control Handbook, and other documents the City promulgates as stormwater design manuals. These are made available on the City's webpage.

"Stormwater management plan." A plan that includes sufficient information to allow the City to evaluate the environmental characteristics of a site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater runoff generated at the site.

"Stormwater Management Plan (SWMP)." A written compilation of elements of the City's Stormwater Management Program. Though referred to and considered by the State as a single document, it consists of separate stand-alone components.

Stormwater Management Program. The comprehensive program that the City implements to manage the quality of stormwater discharged from the MS4.

"Stormwater Pollution Prevention Plan (SWPPP)." Includes both:

(A) A written site-specific plan required by the Tennessee Construction General Permit (CGP) that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. The SWPPP should be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook (latest edition); and

(B) A written site-specific plan for a facility or operation providing directives and guidance to operators for preventing loss of pollutants via stormwater runoff.

"Stream." Waters of the State except for those waters flowing within wet weather conveyances. Where a question arises whether a watercourse is a stream, in the absence of a stream determination under T.C.A Section 69-3-101 et seq. and rules promulgated thereunder, the following watercourses are considered to be streams:

(A) Watercourses serving drainage areas of 100 acres or more, provided that the watercourse existed prior to the development under consideration; and

(B) Watercourses known to flow regularly after seven days of dry weather (e.g., spring-fed surface water).

"Stream bank protection volume (SPV)." A volume of stormwater runoff that must be detained on site for an extended period of time for the purpose of reducing the frequency of bank-full flow conditions in downstream channels.

"Stripping." Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.

"Structure." Anything constructed or erected, the use of which requires a more or less permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, overhead transmission lines, carports, and walls.

"Structure, permanent." A structure which is built of such materials and in such a way that it would commonly be expected to last and remain useful for a substantial period of time.

"Structure, temporary." A structure which is built of such materials and in such a way that it would commonly be expected to have a relatively short useful life, or is built for a purpose that would commonly be expected to be relatively short-term.

"Tennessee Department of Environment and Conservation (TDEC)." An agency of the State of Tennessee organized and administered to effectively protect human health and the environment, conserve natural resources, manage state parks and promote overall quality of life in Tennessee. As delegated by the Federal Environmental Protection Agency, TDEC has the authority to regulate the sources of water pollution, water supply and groundwater.

"Tennessee Erosion and Sediment Control Handbook." Guidance issued by the State Division of Water Resources, in conjunction with the University of Tennessee Water Resources Research Institute, for the purpose of developing Stormwater Pollution Prevention Plans and Erosion and Sediment Control Plans required by the Construction General Permit (CGP).

"Temporary stabilization." Stabilization when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease.

"Top of bank." The landward edge of the active channel.

"Total suspended solids or TSS." The quantity of suspended solid materials in a sample of water as defined by: "Standard Methods," Method 2540 D, "Total Suspended Solids Dried at 103° - 105° C," American Public Health Association, American Water Works Association, and Water Pollution Control Federation, 1997 or latest EPA-approved method.

"Trail." An unpaved lane or a small, paved road not intended for usage by motorized vehicles, passing through a natural area. The ground surface of a trail can be pervious, such as wood mulch; impervious, as asphalt or concrete; or semi-pervious such as gravel, wood, brick. Trail is also known as path or walkway.

"Treatment train." A series of stormwater quality controls which in series provide greater stormwater pollutant reduction (treatment) than a single control.

"USGS Map." The most recent 7.5 minute series (topographic) map for the location under consideration.

"Watercourse." A channel, natural depression, slough, gulch, stream, creek, pond, reservoir, or lake in which storm runoff and flood water flows either regularly or infrequently. This includes major drainage ways for carrying urban storm runoff.

“Water quality riparian buffer,” or “Buffer zone.” A permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

“Waters of the State.” Any watercourse determined to be in the jurisdiction of TDEC. Waters of the State are separate and distinct from an MS4 and private infrastructure. Waters of the State or simply *“waters”* means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine to effect a junction with natural surface or underground waters.

“Waters with unavailable parameters.” Also known as *Impaired waters*. Any segment of surface waters that has been identified by the TDEC as failing to support one or more classified uses, according to water quality criteria laid out in Tennessee Rule 0400-40-03-.03.

“Water Quality Protection Area (WQPA).” The City’s Water Quality Riparian Buffer set aside and regulated under Article II of this Chapter.

“Water quality treatment volume (WQTV).” A portion of the runoff generated from impervious surfaces at a land development project from the design storm; which is the volume of water required to be treated by stormwater control measures on the development site.

“Wetland.” Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typical to life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs and similar areas.

“Wet weather conveyances.” Man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality and whose channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies.

(Ord. No. 88-60 § 2, 12-15-88; Ord. No. 04-O-69 § 2, 12-09-04; Ord. No. 06-O-27 §§ 1-3, 03-08-07; Ord. No. 08-O-17 §§ 3-4, 06-05-08)

Section 27.5-3 Authority.

- (A) *Jurisdiction.* The Stormwater Management Ordinance shall govern all properties within the corporate limits of the City and any development outside the City subject to its development standards.
- (B) *Administering entities.* The Murfreesboro Water Resources Department (MWRD), the Planning and Engineering Departments and the Building and Codes Department shall administer the provisions of this chapter.
 - (1) The Director of MWRD, with concurrence of the Planning Director and with the approval of the City Council, shall establish written regulations and technical guidelines as may be necessary to enforce the terms of this chapter. These regulations shall be filed in the office of the City Recorder.
 - (2) The Director of MWRD and the Planning Director shall have the authority to prepare, or have prepared, stormwater master plans for developments or drainage basins, and such details as may be needed to carry out said stormwater master plans.

- (3) The Director of MWRD, the City Engineer, the Planning Director, and the Building and Codes Director, or their designee shall have the authority to inspect private drainage systems within the City, and to order such corrective actions to said private drainage systems as are necessary to maintain properly the drainage systems within the City.

(C) *Right-of-entry.*

- (1) Designated City staff shall have right-of-entry on or upon the property of any person subject to this chapter and any permit/document issued hereunder. The City staff shall be provided ready access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any other duties necessary to determine compliance with this chapter.
- (2) Where a property, site or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated City staff will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (3) Designated City staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or metering of the person's stormwater operations or discharges.
- (4) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the designated City staff. The costs of clearing such access shall be borne by the person.
- (5) The Director of MWRD, the City Engineer, the Planning Director, or the Building and Codes Director or their designee may inspect the facilities of any owner or occupant to ensure compliance with this chapter. Such inspection shall be made with the consent of the owner or occupant. If such consent is refused, denied or not promptly addressed, the designated City staff may seek issuance of an administrative search warrant.
- (6) The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this chapter. Inspections may include, but are not limited to, the following:
 - (a) An initial inspection prior to stormwater management plan approval;
 - (b) Erosion control inspections as necessary to ensure effective control of erosion and sedimentation;
 - (c) A bury inspection prior to burial of any underground drainage structure;
 - (d) A finish inspection when all work, including installation of storm management facilities, has been completed;
 - (e) Inspections for the City to determine whether the property owner is in compliance with a stormwater maintenance agreement; and,
 - (f) Inspections necessary for the City to determine whether or not violations of this chapter exist at a property (e.g., when the City receives a complaint that necessitates investigation of a potential violation of this chapter).

(Ord. No. 88-60 § 3, 12-15-88; Ord. No. 04-O-69 § 3, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 § 5, 06-05-08)

Section 27.5-4 Appeals.

- (A) Whenever the Director of MWRD, the Planning Director, or the Building and Codes Director or their designee shall reject or refuse to approve a plan for noncompliance with this Article I, or find a violation of this Article I other than an illicit discharge as specified in Section 27.5-13, the owner or the owner's authorized agent may file an appeal from the decision to the Board.
- (B) An appeal arising under Section 27.5-13 Illicit Discharges shall be made to the Director of MWRD and the MWRD under the procedures applicable to that body.
- (C) The basis for an appeal shall be a claim that one or more of the following conditions exists.
 - (1) The true intent and meaning of this Article I or any of the regulations or guidelines legally adopted thereunder have been incorrectly interpreted; or
 - (2) The provisions of this Article I or the regulations or guidelines hereunder do not apply.
- (D) An owner, or the owner's authorized agent, who is affected by a decision, determination, order or notice issued by the City, has a right to appeal to the Board, provided that a written and complete application is filed within 20 days after the day the order or notice was served.
- (E) The hearing procedures shall follow the rules and regulations of the Board.
- (F) The fee for filing an appeal shall be set by the City Council.

(Ord. No. 88-60 § 4, 12-15-88; Ord. No. 04-O-69 § 4, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 § 6, 06-05-08)

Section 27.5-5 Land disturbance and Erosion Prevention and Sediment Control (EPSC).

- (A) *Land disturbance permit.*
 - (1) A land disturbance permit shall be required from the City in the following circumstances:
 - (a) Land disturbing activity disturbs one or more acres of land;
 - (b) Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land; see exception in (2) below; or
 - (c) Land disturbing activity of less than one acre of land, if in the opinion of the City, such activity poses a unique threat to water, or to public health or safety.
 - (2) Construction of an individual one- or two-family dwelling, or additions or modifications thereto, shall not require issuance of a separate land disturbance permit; compliance with the terms and conditions of a City building permit shall be sufficient to comply with the permitting requirements of this chapter, provided the activity does not pose a unique threat as specified in (A)(1)(c) above. (Note: The State's requirement for issuance of a State permit for disturbance of one acre or more of land is not waived by this provision, nor does this exception excuse the developer from obtaining the land disturbance permit.)
 - (3) Construction of a structure on less than one acre of land shall not require issuance of a land disturbance permit; compliance with the terms and conditions of a City building permit shall be sufficient to comply with the permitting requirements of this chapter, provided the activity does not pose a unique threat as specified in (A)(1)(c) above.

- (B) *Building permit.* If a land disturbance permit is required, no building permit shall be issued until the applicant has obtained a land disturbance permit where required by this chapter.
- (C) *Land disturbance permit not required.* The following activities do not require a land disturbance permit:
- (1) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources is temporarily exempt. A land disturbance permit will be required to be obtained within 30 days of emergency activity.
 - (2) Existing nursery and agricultural operations conducted as a permitted principal or accessory use; not included in this exemption is a land disturbance activity for construction of structures and parking areas.
 - (3) Any logging or agricultural activity that is consistent with an approved farm conservation plan or a timber management plan prepared or approved by the regulating agency.
- (D) *Application for a land disturbance permit.*
- (1) Each application shall include the following:
 - (a) Name of applicant;
 - (b) Business or residence address of applicant;
 - (c) Name, address, telephone number(s) and e-mail address of the owner of the property of record in the office of the Register of Deeds;
 - (d) Address and legal description of subject property including the tax reference number and parcel number of the subject property;
 - (e) Name, address, telephone number and email address of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion prevention and sediment control plan;
 - (f) A statement indicating the nature, extent and purpose of the land disturbing activity including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing activity;
 - (g) In the event a sinkhole is located on the property, evidence the applicant has obtained appropriate permits from the Tennessee Department of Environment and Conservation;
 - (h) In the event a wetland is located on the property, evidence the applicant has obtained appropriate permits from the Tennessee Department of Environment and Conservation;
 - (i) Evidence of any other state or federal environmental permits that pertain to the property. Those permits in the application shall not foreclose the City from imposing additional requirements and conditions, commensurate with this chapter, on the development of property covered by those permits; and,
 - (j) A copy of notice of intent submitted to the Tennessee Department of Environment and Conservation for coverage under its NPDES construction site runoff general permit.
 - (2) Each land disturbance permit application shall be categorized as one of the four identified activities:
 - (a) Land disturbance activity WITH intent to build and WITH construction of public infrastructure. Prior to submitting an application for a land

disturbance permit for this category of land disturbance activity, an applicant shall submit:

- [1] Stormwater concept plan;
- [2] Stormwater management plan; and,
- [3] Erosion prevention and sediment control plan.

(b) Land disturbance activity WITHOUT intent to build and WITH construction of public infrastructure. Prior to submitting an application for a land disturbance permit for this category of land disturbance activity, an applicant shall submit:

- [1] Stormwater management plan; and,
- [2] Erosion prevention and sediment control plan.

(c) Land disturbance activity WITH intent to build and WITHOUT construction of public infrastructure. Prior to submitting an application for a land disturbance permit for this category of land disturbance activity, an applicant shall submit an erosion prevention and sediment control plan.

(d) Land disturbance activity WITHOUT intent to build and WITHOUT construction of public infrastructure. Prior to submitting an application for a land disturbance permit for this category of land disturbance activity, an applicant shall submit an erosion prevention and sediment control plan.

(3) Any applicant required under preceding section to submit a stormwater concept plan or a stormwater management plan may request that the plan(s) not be required and the City shall have discretion to grant or deny such requests. At the discretion of the City, any applicant may be required to submit a stormwater concept plan and a stormwater management plan as part of the land disturbance permit application. No land disturbance permit shall be issued until all plans are approved by the City.

(4) Each application for a land disturbance permit shall be accompanied by payment of a land disturbance permit fee, and any stormwater management fee, which permit and fee amount shall be set by the City Council.

(E) *Review and approval of application.*

(1) After receiving a completed application, the City will review each application for a land disturbance permit to determine its conformance with the provisions of this chapter. Following review and approval by the Stormwater Coordinator and the Engineering Department, the Building and Codes Department shall provide one of the following responses in writing:

- (a) Approval of the permit application as submitted;
- (b) Approval of the permit application, subject to such conditions as may be necessary to secure substantially the objectives of this chapter, and issuance of the permit subject to these conditions;
- (c) Denial of the permit application, indicating the reason(s) for the denial;
or
- (d) A request for additional information.

(2) If the City has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by the City. However, the applicant shall be allowed to proceed with the land disturbing activity so long as it conforms to conditions established by the City.

- (3) No construction plans for infrastructure will be released by the Planning Director nor will building permits be issued by the Director of Building and Codes until the land disturbance permit has been approved.
 - (4) For any priority construction activity, the City and applicant shall conduct a pre-construction meeting prior to issuance of a land disturbance permit.
- (F) *Permit duration.* Every land disturbance permit shall expire and become null and void if substantial work authorized by such permit has not commenced within 180 calendar days of issuance, or is not complete within 18 months from the date of the commencement of construction. Land disturbing activity with no intent to build shall require renewal every six months.
- (G) *Notice of land disturbing activity.* The permittee must provide written notification to the Stormwater Coordinator ten working days in advance of the commencement of grading or construction.
- (H) *Inspections of land disturbing activities to be performed by the permittee.*
- (1) The permittee shall conduct and record regular inspections of erosion prevention and sediment control (EP&SC) BMP's, for the purpose of preventing erosion and transport of sediment off the property into the stormwater drainage system and into Waters of the State.
 - (2) Inspections to fulfill the minimum-frequency requirements shall meet the criteria set forth in the Tennessee Department of Environment and Conservation (TDEC) construction activity runoff general permit, and as in the City's erosion and sediment control BMP manual.
 - (3) The inspections and records shall include, but not be limited to, the following:
 - (a) The date and location of the inspection;
 - (b) Any repairs and/or remedies undertaken on EP&SC BMP's;
 - (c) Whether construction is in compliance with the approved plans;
 - (d) Variations from the approved construction plans or specifications; and,
 - (e) Any violations that exist.
 - (4) The permittee shall be responsible for the following:
 - (a) Making records of inspections available to City;
 - (b) Certification of record drawings; and,
 - (c) Investigating any claimed violations identified by the City.
- (I) *Inspections to be performed by the City.*
- (1) The City shall make inspections of land disturbing activity to verify compliance with this chapter at its discretion.
 - (2) The City shall inspect priority construction activities as frequently as required by State and Federal regulations and NPDES permit requirements.
- (J) *Performance bonds.*
- (1) The City may, at its discretion, require the submittal of a performance security or performance bond prior to issuance of a permit to ensure that the stormwater conveyance systems and erosion prevention and sediment controls are installed and maintained by the permit holder as required by the approved plan(s) or by this chapter. The amount of the installation performance security or performance bond shall be the total estimated construction cost of the conveyance systems and the erosion prevention and sediment controls approved under the permit, plus any reasonably foreseeable additional related costs; e.g. additional stabilization costs if the systems or controls are not installed. The performance security shall contain

forfeiture provisions for failure to complete work specified in the plan(s). The applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the City. Alternatively, the City shall have the right to substitute its own calculations for a construction cost estimate.

- (2) The performance security or performance bond shall be released in full only upon submission of record drawings and written certification by a registered professional engineer licensed to practice in Tennessee that the systems and controls have been installed in accordance with the approved plan and other applicable provisions of the permit and this chapter. The City will make a final inspection of the systems or controls to ensure that they follow the approved plan(s) and the provisions of this chapter. Provisions for a partial pro-rata release of the performance security or performance bond based on the completion of various development stages can be made at the discretion of the City.
- (K) *Erosion prevention and sediment control plan requirements.* The erosion prevention and sediment control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. The plan shall be certified by a registered professional engineer licensed in the State of Tennessee, a Certified Professional in Erosion and Sediment Control (CPESC), or person who has satisfactorily completed the TDEC/UT - sponsored Level I (Fundamentals) and Level II (Design) Erosion Prevention and Sediment Control classes. The plan shall also conform to the criteria and standards set forth in the EPSC-BMP manual, and shall include at least the following:
- (1) A brief description of the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.
 - (2) A topographic map with contour intervals of two feet or less showing present conditions and proposed contours resulting from land disturbing activity.
 - (3) All existing drainage ways, including intermittent and wet-weather, including any designated floodways or floodplains.
 - (4) A general description of existing land cover. Individual trees and shrubs do not need to be identified.
 - (5) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist.
 - (6) Approximate limits of proposed clearing, land disturbance and filling.
 - (7) Approximate flows of existing stormwater leaving any portion of the site.
 - (8) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
 - (9) Location, size and layout of proposed stormwater and sedimentation control improvements.
 - (10) Proposed drainage network.

- (11) Proposed drain tile or waterway sizes.
- (12) Approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (13) The projected sequence of work represented by the grading, drainage and erosion prevention and sediment control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention facilities or any other structural BMP's.
- (14) Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (15) Specific details for the construction of rock pads, wash down pads, and settling basins for controlling erosion and sediment loss; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City.
- (16) Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day by machine, broom or shovel to the satisfaction of the City. Failure to remove the soil, sediment, or debris shall be deemed a violation of this chapter. Any material creating hazardous roadway conditions shall require immediate clean-up.
- (17) Proposed structures; location (to the extent possible) and identification of any proposed additional buildings, structures or development on the site.
- (18) A description of any on-site measures to be taken to recharge surface water into the ground water system through infiltration.
- (19) Erosion prevention and sediment control measures shall achieve minimum standards of design set forth in the Tennessee Construction General Permit (CGP), in particular the standards of 5.5.3.5 and 6.4.1 regarding design storms, drainage areas, and the different standards for discharges into waters with unavailable parameters and exceptional Tennessee waters.
- (20) Management practices and controls to prevent waste, including discarded building materials, concrete truck washout, asphaltic concrete mix, chemicals, litter, and sanitary waste, from entering the stormwater drainage system and Waters of the State.

(Ord. No. 88-60 § 5, 12-15-88; Ord. No. 04-O-69 § 5, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 7-9, 06-05-08)

Section 27.5-6 Waivers.

- (A) *General.* Every applicant shall provide for stormwater management as required by this chapter. The City may not grant waivers from standards set forth by State rule or permit, including the NPDES permit for discharge of runoff from the City's separate storm sewer system. The City may on conditions grant waivers of other (non-NPDES) stormwater management standards.

- (B) *Conditions for waiver.* Requirements for stormwater management, except those noted in (A), may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:
- (1) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter and compliance with the requirements may create a risk to public safety or to private property (e.g. risk of flooding by adding on site detention to redevelopment project). Risk or a significant hardship (other than cost of compliance) is a prerequisite for a waiver. The standards for granting a waiver may be less restrictive, and the extent of the waiver may be greater, for redevelopment than development.
 - (2) Provisions are made to manage stormwater by an off-site facility. The off-site facility must be in place and designed to provide the level of stormwater control that is equal to or greater than that which would be afforded by on-site practices. Further, the facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility.
- (C) *Downstream damage, etc., prohibited.* In order to receive a waiver, the applicant must demonstrate to the satisfaction of the City that the waiver will not lead to any of the following conditions downstream:
- (1) Deterioration of existing culverts, bridges, dams, and other structures;
 - (2) Degradation of biological functions or habitat;
 - (3) Accelerated stream bank or streambed erosion or siltation; or
 - (4) Increased threat of flood damage to public health, life or property.
- (D) *A land disturbance permit not to be issued where waiver requested.* No land disturbance permit shall be issued where a waiver has been requested until the waiver is granted. If no waiver is granted, the plans must be resubmitted with the required plans.
- (E) *Grant of waiver.* The applicant must submit a written request for waiver, in a form the City specifies, to which City staff shall respond in writing. If the waiver request is recommended by City staff, a simple majority vote of the Board in favor of granting the waiver shall be sufficient. If the waiver request is not recommended in whole or in part by City staff, a two-thirds vote of the Board shall be required to grant the waiver to which staff objection is made.

(Ord. No. 88-60 § 6, 12-15-88; Ord. No. 04-O-69 § 6, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 10-12, 06-05-08)

Section 27.5-7 Permanent Stormwater Management – Planning, Design, and Operation and Maintenance.

(A) *General Conditions.*

- (1) Design and construction of land development projects shall provide measures for control of the quantity, rate, and quality of storm water runoff, with the goals to maintain or restore the quality of streams, including the integrity of stream banks, and to prevent flooding detrimental to property; and to achieve compliance with federal, state and local requirements.
- (2) Concept plans, stormwater management plans and designs must be presented for review in formats prescribed by the City and with information important for evaluating whether the plans comply with the City's standards.

- (3) Designs shall consider factors that will affect long-term maintenance of stormwater control measures, with the goal of practicable and reliable long-term operation and maintenance.
- (4) Individual stormwater control measures (SCMs) must be confined to a single lot of record or common area.
- (5) The City shall promulgate guidance and standards for planning, design, and operation and maintenance of stormwater control measures (SCMs), such as the Stormwater Planning and Low Impact Design Guide and the Stormwater Controls Manual. These may be updated and expanded administratively from time to time. Updated copies are to be maintained available on the City's world wide web site.
- (6) Stormwater facilities that are designed, constructed, and maintained in accordance with the City's ordinances and design standards will be presumed to meet minimum performance standards.
- (7) If not specified in City's design manuals, methods for calculating stormwater quantities, flows and quality shall be in accordance with good engineering practices.
- (8) The City Council must approve any change to the stormwater design manuals which impose a new general requirement or which allows a new credit to the stormwater utility fee. Changes shall be based upon the recommendation of the Director of MWRD, based on improvements in engineering, science, results of monitoring, and on local maintenance experience. City Council approval of proprietary systems is not required.

(B) *Requirements for Control of Quantity and Discharge.*

(1) *Applicability.*

- (a) Any new development or redevelopment project, whether a site or subdivision or a common plan of development or sale, that will result in disturbance of one acre or involve the construction of 10,000 square feet of impervious surfaces;
- (b) Within watersheds of waters with unavailable parameters silt, habitat alteration, nutrients, or bacteria, any project that will involve the disturbance of 10,000 square feet; and
- (c) In the case of construction of a single-family home that is not a part of a larger common plan of development or sale, only if disturbance is one acre or more.

Construction of 10,000 square feet of impervious surface refers to construction of, rather than addition of, 10,000 square feet of impervious surface.

(2) *Required controls.*

- (a) *Streambank protection.* For new development, discharge must be controlled so that runoff from 75% of the one-year, 24-hour storm event is discharged over a 24 hour or greater period. For redevelopment, runoff from the added impervious area must be controlled so that runoff from 75% of the one-year, 24-hour storm event is discharged over a 24 hour or greater period; or equivalent control.
- (b) Peak discharge rates post-construction may not exceed the pre-construction peak discharge rates for two year, ten-year, 25-, 50-, and 100-year storm events.
- (c) If the site has less than two acres (87,120 square feet) of impervious area, the City will consider on site low impact or green infrastructure design features included in the City's stormwater design manual as an

alternative method of achieving control of peak discharge and extended detention.

- (3) The City may waive some or all required controls in paragraph (2) above if a hydrologic analysis from an engineer shows to the satisfaction of the City that such controls will result in an adverse impact (increased flooding, damage to structures or streambanks, etc.) downstream.

(C) *Requirements for Control of Quality.*

(1) *Applicability.*

- (a) Any new development or redevelopment project, whether a site or subdivision or a common plan of development or sale, that will result in disturbance of one acre or involve the construction of 10,000 square feet of impervious surfaces;
- (b) Within watersheds of waters with unavailable parameters silt, habitat alteration, nutrients, or bacteria, any project that will involve the disturbance of 10,000 square feet; and
- (c) In the case of construction of a single-family home that is not a part of a larger common plan of development or sale, only if disturbance is one acre or more.

Construction of 10,000 square feet of impervious surface refers to construction of, rather than addition of, 10,000 square feet of impervious surface.

(2) *General*

- (a) Requirements of this section are intended to fulfill standards set forth in Tennessee Rule 0400-40-10-.04 and in the Tennessee small MS4 general permit (NPDES permit TNS000000).
- (b) Designs of stormwater control measures shall adhere to standards in the City’s design manual; except that City staff may allow and approve other SCMs, based on evidence of their treatment efficiency, that can be constructed practicably and can be reliably operated and maintained.
- (c) The City’s design manual should set forth treatment efficiencies of SCMs that correspond to treatment efficiencies set forth in the MS4 permit.

(3) *Overall treatment standard – 80% TSS removal from WQTV*

- (a) The water quality treatment design storm is a one-year, 24-hour storm event, as defined by the Precipitation-Frequency Atlas of the United States, Atlas 14 of the National Oceanic and Atmospheric Administration (NOAA).
- (b) The water quality treatment volume (WQTV) is a portion of the runoff generated from impervious surfaces at the new development or redevelopment project from the design storm.
- (c) SCMs must be designed to achieve an overall treatment efficiency of 80% total suspended solids removal from the WQTV.
- (d) Quantity of the WQTV depends on the type of treatment provided, as shown in table below.

(4) *Treatment types and volumes – table*

Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the One-Year, 24-hour Design Storm		
SCM Treatment Types	WQTV	Notes

Infiltration, evaporation, transpiration, and/or reuse	runoff generated from the first one inch of the design storm	Examples include bioretention, stormwater wetlands, infiltration systems.
Biologically active filtration, with an underdrain	runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and wet ponds	runoff generated from the first 75% of the design storm	Examples include, but are not limited to, sand filters, permeable pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other flow-through manufactured treatment devices (MTDs), and treatment trains using MTDs	maximum runoff generated from the entire design storm	See the City's SCM manual for treatment efficiencies of MTDs.

(5) Treatment train calculations

- (a) Treatment trains using MTDs must provide an overall treatment efficiency of at least 80% TSS reduction using the following formula:

$$R = A + B - (A \times B)/100,$$

Where: R = total TSS percent removal from application of both SCMs

A = the TSS % removal rate of the first SCM in train, and
B = the TSS % removal rate of the second SCM.

- (b) Treatment trains using infiltration, evaporation, transpiration, reuse, or biologically active filtration followed by sand or gravel filtration, settling ponds, extended detention ponds or wet ponds may subtract the treated WQTV of the upstream SCMs from the WQTV of the downstream SCMs.

(6) Credits/reductions of WQTV

The City may establish procedures to recognize reductions of the WQTV for a development or redevelopment project up to 20% for any one of the following conditions, and up to a total of 50% for a combination of these conditions:

- (a) Redevelopment projects (including, but not limited to, brownfield redevelopment); and
- (b) Vertical density (floor to area ratio of at least 2, or at least 18 units per acre).
- (c) Other incentives the City has established or recognized, which have been approved in writing by the Tennessee Department of Environment and Conservation, Division of Water Resources and which are incorporated into the City's stormwater management program.

The procedures for applying for the credit and for approval will be as described by regulation or promulgated on the City's world wide web pages.

(D) *Special situations/conditions.*

- (1) Stormwater discharges to critical areas with sensitive resources (e.g., recharge areas, water supply reservoirs) or to priority watersheds may be subject to additional performance criteria or may need application or restriction of certain stormwater management practices.
- (2) Stormwater discharges from hot spots may require the application of specific SCMs and pollution prevention practices.
- (3) The City may impose construction and permanent buffers up to 25 feet, where clearing and grading is prohibited, on hydrologically significant waters and karst windows, and practicable protections in addition to those that apply to wet weather conveyances.
- (4) The City may impose additional controls on volume of discharge and rate of discharge to development within drainage-sensitive watersheds.

(E) *Stormwater concept plan requirements.* The stormwater concept plan shall contain major stormwater elements with sufficient information to allow the City to evaluate the general characteristics and overall stormwater management efforts expected with proposed development of the project Site. To accomplish this goal the concept plan shall include the following:

- (1) GIS/mapping contours;
- (2) Storm drainage flow arrows;
- (3) Potential location of major stormwater structures;
- (4) Potential location of detention/retention areas;
- (5) Location of known sinkholes, closed depressions & wetlands;
- (6) Location of major erosion/sediment control basins, etc.;
- (7) Ultimate drainage outfall(s);
- (8) Location of all streams, with a designation of those which are FEMA regulated, and designated floodways;
- (9) Potential layout of underground utilities, particularly where those are likely to cross streams; and,
- (10) Potential location of water quality protection areas.

The stormwater concept plan information shall be submitted with the master plan for the development. The information may be contained in the master plan or submitted separately.

(F) *Stormwater management plan requirements.* The stormwater management plan shall include sufficient information to allow the City to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The stormwater management plan shall be submitted for review and approval as part of the site plan and/or construction plans. To accomplish this goal the stormwater management plan shall include the following:

- (1) *Topographic base map.* A topographic base map of an appropriate scale of the site which extends a minimum of 100 ft. beyond the limits of the proposed development and indicates:

- (a) Existing surface water drainage including streams, ponds, culverts, ditches, sinkholes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - (b) Current land use including all existing structures, locations of utilities, roads, and easements;
 - (c) All other existing significant natural and artificial features;
 - (d) Proposed surface area tabulation showing the percentage of the different surfacing types (i.e., lawn, asphalt, concrete, etc.); drainage patterns; locations of utilities, roads and easements; the limits of clearing and land disturbance activity; and,
 - (e) Proposed stormwater control measures.
- (2) *Calculations.* Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the two-, five-, ten-, 25-, 50- and 100-year storms must be submitted. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this chapter and the guidelines of the stormwater design and control manuals. Such calculations shall include:
- (a) A description of the design storm frequency, duration, and intensity where applicable;
 - (b) Time of concentration;
 - (c) Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
 - (d) Peak runoff rates and total runoff volumes for each watershed area; under existing conditions and on built-out conditions;
 - (e) Infiltration rates, where applicable;
 - (f) Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - (g) Flow velocities;
 - (h) Estimates on the increase in rate and volume of runoff for the design storms;
 - (i) Description of, or reference to, any model used to estimate the quality of storm water runoff that will be discharged from the developed site(s);
 - (j) An assessment of the potential for trench excavations (as for utilities) to capture flow of natural stream(s);
 - (k) Documentation of sources for all computation methods and field test results; and,
 - (l) For stormwater control measures or stormwater facilities not described by the City's design and controls manuals, include design parameters and specifications.
- (3) *Soils information.* If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (4) *Stormwater control measures.* Description of SCMs sufficient to explain how the system achieves standards for discharge quality and quantity.

- (5) *Sinkholes and sinkhole treatments.* The City may require a geotechnical report on sinkhole(s) and details of sinkhole treatments. For example, sinkholes proposed to be closed, to receive significantly more runoff than exists, or that are within contours of detention ponds.

(G) *Operation, Maintenance and Repair of Stormwater Management Facilities*

(1) *Maintenance Plan.*

- (a) The design and planning of all stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (b) The plan may, at City's option, require the owner to file periodic inspection reports or certifications that the required maintenance and repairs have been performed and that the facility is functioning as initially designed and installed. A location map of all stormwater management BMP's with a permanent elevation benchmark shall be submitted to assist in the periodic inspection of the facility.

- (2) *Maintenance easements.* The applicant must ensure access to the site for the purpose of inspection and repair by securing all the maintenance easements needed. These easements must be binding on the current property owner and all subsequent owners of the property and must be properly recorded in the office of the Register of Deeds.

(3) *Maintenance Agreement.*

- (a) The maintenance responsibilities for permanent stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.
- (b) Where the permanent stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the maintenance responsibility for the stormwater control facilities shall be with the single entity owner.
- (c) The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the stormwater management plan for determination of their adequacy. Approval of the stormwater management plan shall be conditioned upon the approval of these terms. These terms shall be in writing, shall be in recordable form, and in addition to any other terms deemed necessary by the City shall contain a provision permitting inspection at any reasonable time by the City.
- (d) A single entity shall be defined as an individual, an association, public or private corporation, partnership firm, trust, estate or any other legal entity allowed to own real estate.
- (e) Unless made specifically clear in the preliminary stages of the stormwater management plan review, it will be assumed that all stormwater detention, retention, treatment or storage facilities and/or devices shall be operated and maintained by a single entity as defined above.
- (f) Where the City has explicitly and in writing accepted an offer of dedication of the permanent stormwater management facilities, the City shall be responsible for maintenance.

- (4) **Operation, Maintenance and Repair.** Notwithstanding the condition of the items described above in this section – the maintenance plan, maintenance easements and maintenance easement – the owner of stormwater management facilities, including stormwater quality control measures, must inspect condition of the facilities and maintain them in good working order so that they perform substantially as designed, to capture pollutants and regulate discharge of stormwater.

(Ord. No. 88-60 § 7, 12-15-88; Ord. No. 04-O-69 § 7, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 13-24, 06-05-08)

Section 27.5-8 Prohibiting flooding; review of permit applications, concept and development plans.

- (A) No construction, regardless of size, whether by private or public action, shall be performed in such a manner as to materially increase the degree of flooding in its vicinity or in other areas whether by flow restrictions, increased runoff or by diminishing retention capacity.
- (B) The Planning Director shall have the authority to review permit applications filed with the Building Department to determine whether development of a site is likely to have a significant hydrologic impact or materially increase the degree of flooding and may in such case require stormwater plans. For this section, developments that may have a significant hydrologic impact shall include the grading, excavation, clearance or other alteration of the landscape for other than agricultural purposes whether or not a building application has been filed, and whether or not subdivision of the land or construction on the land is contemplated in the near future.

(Ord. No. 04-O-69 § 8, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07)

Section 27.5-9 Reserved.

Section 27.5-10 Responsibility for off-site drainage improvements.

The obtaining of necessary easements in a form approved by the City and the construction and financing of any required off-site drainage improvement necessitated by private development within the watershed shall be the responsibility of the developer.

(Ord. No. 04-O-69 § 10, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07)

Section 27.5-11 Post construction requirements.

- (A) *Certification by Engineer.* An engineer shall submit a certification that the stormwater system is complete and functional in accordance with the City approved stormwater management plan to the MWRD/Stormwater Coordinator for all developments and redevelopments. The certification is required for stormwater systems which are to be publicly owned or maintained and for stormwater systems which are to be privately owned and maintained. No temporary or permanent certificate of occupancy for any structure in a development or redevelopment shall be issued until such certification is received.
- (B) *As-built plans.* The City may request as-built plans as a condition of signing of final plat where stormwater infrastructure will become publicly owned or operated.
- (C) *Final inspections and release of bonds for public stormwater facilities.* A final inspection by the City will be required before any performance security will be released on a stormwater facility which is or is to become publicly owned or maintained. The City may, but is not required to, provide for partial, pro-rata

releases of the performance security based on completion of various stages of development.

(D) *Stabilization requirements.*

(1) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be revegetated according to a schedule approved by the City. The following criteria shall apply to revegetation efforts:

(a) Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over 75% of the seeded area.

(b) Replanting with native woody and herbaceous vegetation must be accompanied by placement of mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.

(c) Any area of revegetation must exhibit survival of a minimum of 75% of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum 75% survival for one year is achieved.

(d) Final stabilization shall be accomplished with permanent cover.

(2) Developers shall be required to give a warranty for stabilization vegetation as part of their development agreement and to provide a performance security.

(E) *Inspection of stormwater management facilities.* Periodic inspections of facilities shall be performed as required by the City.

(F) *Failure to meet or maintain maintenance or performance standards.* If a responsible party fails or refuses to meet maintenance or performance standards required under this chapter, the City, after reasonable written notice, may correct violations of the standards by performing all necessary work to place the facility in proper working condition. If the stormwater management facility becomes an immediate danger to public safety or public health, the notice may be oral or omitted. The cost of any action by the City under this section shall be charged to the responsible party.

(Ord. No. 04-O-69 § 11, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 25-26, 06-05-08)

Section 27.5-12 Existing locations and developments.

(A) *Requirements for all existing locations and developments.* The following requirements shall apply to all sites at which land disturbing activity has been completed.

(1) Denuded areas must be vegetated or covered under the standards and guidelines specified in the EPSC manual and on a schedule acceptable to the City.

(2) Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.

(3) Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, etc., to prevent erosion.

(4) Trash, junk, rubbish, etc., shall be cleared from drainage ways.

(5) Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:

- (a) Ponds:
 - [1] Detention pond;
 - [2] Extended detention pond;
 - [3] Wet pond;
 - [4] Alternative storage measures;
- (b) Constructed wetlands;
- (c) Infiltration systems;
 - [1] Infiltration/percolation trench;
 - [2] Infiltration basin;
 - [3] Drainage (recharge) well;
 - [4] Porous pavement;
- (d) Filtering systems;
 - [1] Catch basin inserts/media filter;
 - [2] Sand filter;
 - [3] Filter/absorption bed;
 - [4] Filter and buffer strips;
 - [5] Open channel swale.

(B) *Requirements for existing problem locations.* The City shall, as feasible, notify the owners of existing locations and developments in writing of specific drainage, erosion or sediment problem affecting such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.

(C) *Inspection of existing facilities.* The City may, to the extent authorized by state and federal law, establish inspection programs to verify that all stormwater management facilities, including those built before, as well as those built after, the adoption of this chapter, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the City's NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMP's.

(D) *Corrections of problems subject to appeal.* Corrective measures imposed by the City under this section are subject to appeal under this chapter.

(Ord. No. 04-O-69 § 12, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 27-28, 06-05-08)

Section 27.5-13 Illicit discharges.

- (A) *Scope.* This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.
- (B) *Prohibition of illicit discharges.* No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
- (1) Uncontaminated discharges from the following sources:
 - (a) Water line flushing or other potable water sources;
 - (b) Landscape irrigation or lawn watering with potable water or repurified water;
 - (c) Diverted stream flows;
 - (d) Rising ground water;
 - (e) Groundwater infiltration to storm drains;
 - (f) Pumped groundwater;
 - (g) Foundation or footing drains;
 - (h) Water collected in and discharged from crawl spaces or elevator shafts;
 - (i) Air conditioning condensation;
 - (j) Springs;
 - (k) Non-commercial washing of vehicles;
 - (l) Natural riparian habitat or wetland flows;
 - (m) Swimming pools (if dechlorinated - typically less than one PPM chlorine);
 - (n) Firefighting activities; and,
 - (o) Any other uncontaminated water source.
 - (2) Discharges specified in writing by the MWRD as being necessary to protect public health and safety.
 - (3) Dye testing is an allowable discharge if the MWRD has so specified in writing.
- (C) *Prohibition of illicit connections.*
- (1) The construction, use, maintenance or continued existence of unlawful connections to the municipal separate storm sewer system is prohibited.
 - (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - (3) Businesses proposing illicit discharges as a part of normal operations shall not be issued building permits or certificates of occupancy.
- (D) *Reduction of stormwater pollutants using best management practices.* Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with

industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

- (E) *Notification of spills.* Any person responsible for a property, premises, or activity, which is, or may be, the source of a spill and which is or maybe discharging pollutants to the City's storm sewer system and/or rivers, lakes or streams shall notify the City of such a spill within a reasonable time and in any event within 24 hours of knowledge the spill is occurring or has occurred. The notification shall be, at a minimum, to the Fire Department. Notification to the City does not relieve the party of spill notification requirements under federal, state or other local laws, regulations, or rules. For this section, a spill is an urgent, one-time, unintentional release of materials such as hazardous substances, hazardous materials, hazardous wastes, chemicals, solid wastes, liquid wastes, sludges, pollutants, contaminants, and other similar substances. On-going, intentional releases of these materials shall not be classified as a spill and may be an illicit discharge.

(Ord. No. 04-O-69 § 13, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07)

Section 27.5-14 Enforcement.

- (A) *Enforcement authority.* The City shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this section.

- (B) *Notification of violation.*

- (1) *Written notice.* Whenever the City finds that any permittee or any other person discharging stormwater has violated or is violating this chapter or a permit or order issued hereunder, or a maintenance agreement entered into hereunder, the City may serve upon such person written notice of the violation. Within ten days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
- (2) *Consent orders.* The City is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (3) and (4) below.
- (3) *Compliance order.* When the City finds that any person has violated or continues to violate this chapter or a permit, order or maintenance agreement issued thereunder, the City may issue an order to the violator directing that, following a specific time period, adequate structures, devices, be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (4) *Cease and desist orders.* When the City finds that any person has violated or continues to violate this chapter or any permit, order or maintenance agreement issued hereunder, the City may issue an order to cease and desist all such violations and direct those persons in noncompliance to:
 - (a) Comply forthwith; or

- (b) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
 - (C) *Conflicting standards.* Whenever there is a conflict between any standard contained in this chapter and in the BMP or design manual adopted by the City under this chapter, the strictest standard shall prevail.
 - (D) *Chronic violators.* The City may establish a different enforcement track for chronic violators.
- (Ord. No. 04-O-69 § 14, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07; Ord. No. 08-O-17 §§ 29-31, 06-05-08)

Section 27.5-15 Penalties.

- (A) Any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than \$50.00 or more than \$5,000.00 per day for each day of violation. Each day of violation shall constitute a separate violation. The City may also recover all damages proximately caused to the City by such violations.
- (B) In assessing a civil penalty, the City may consider:
 - (1) The harm done to the public health or the environment;
 - (2) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (3) The economic benefit gained by the violator;
 - (4) The amount of effort put forth by the violator to remedy this violation;
 - (5) Any unusual or extraordinary enforcement costs incurred by the City;
 - (6) The amount of penalty established by chapter or resolution for specific categories of violations; and,
 - (7) Any equities of the situation that outweigh the benefit of imposing any penalty or damage assessment.
- (C) In addition to the civil penalty in subsection (A) above, the City may recover all damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations and enforcing violations of this chapter.
- (D) Any person, company or facility who undertakes any land disturbance activity requiring a stormwater management plan hereunder without first submitting the plan for review and approval shall pay to the City, in addition to any permit or inspection fee, an administrative fee of up to \$5,000.00.
- (E) The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.
- (F) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal that one or more of the remedies set forth herein has been sought or granted.

(Ord. No. 04-O-69 § 15, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07)

Section 27.5-16 Severability.

Should any article, section, subsection, clause or provision of this Stormwater Management Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter

as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

(Ord. No. 04-O-69 § 16, 12-09-04; Ord. No. 06-O-27 § 1, 03-08-07)

ARTICLE II. WATER QUALITY PROTECTION AREA

Section 27.5-17 Water Quality Protection Area.

A water quality protection area (WQPA) is a strip of undisturbed vegetation, either original or reestablished, bordering streams, ponds, wetlands, reservoirs or lakes, which provides:

- (A) A naturally vegetated and pervious buffer between a stream and clearing, grading, filling, paving and building activities of nearby new site development; and
- (B) Protection of stream quality, and resource management benefits.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-18 Development and redevelopment.

In all development and redevelopment adjacent to streams, ponds, wetlands, reservoirs or lakes, the persons involved in the process of development shall provide for and ensure the establishment, protection, maintenance and function of the WQPA. In development and significant redevelopment, the WQPA requirements apply to the whole site. In redevelopment, the WQPA applies only to the specific area of redevelopment.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-19 WQPA widths, target vegetation and design.

(A) Measuring the WQPA

- (1) Along a stream, the WQPA is measured perpendicular to the stream channel, from the top of bank (landward edge of active channel).
- (2) Perpendicular to and from edge of a wetland or top of bank of pond.

(B) Width of WQPA

- (1) On waters with available parameters for siltation and habitat alteration, and on unassessed waters, the width of the buffer shall be 50 feet for waters with a drainage area greater than or equal to 640 acres, and 35 feet for waters with drainage area less than 640 acres.
- (2) On waters that are Exceptional Tennessee Waters and on waters with unavailable parameters for siltation or habitat alteration, the width of the buffer shall be 60 feet.
- (3) Where Greenway or trail is to be placed within a WQPA, the width of the WQPA shall be increased by the width of the Greenway or trail.
- (4) When wetland areas extend beyond the edge of a stream, the WQPA measured from edge of wetland shall be the same as width on the stream.
- (5) For an isolated wetland, the width of the WQPA shall be 30 feet.
- (6) Where a stream and pond intersect, the WQPA measured from top of bank of the pond shall be the same width as on the stream.

(C) Target vegetation

- (1) The vegetative target for a WQPA is a variety of mature, native vegetation, allowed to grow undisturbed: predominately trees in the waterside half of the buffer; and trees, shrubs, and herbaceous vegetation (grasses) in the upland half.
- (2) Native species are preferred in the WQPA. Native species are required and invasive species are prohibited for any new plantings.

(D) To summarize WQPA widths and target vegetation in (A) through (D):

Waterbody	Width of WQPA
Waters with available parameters (<i>unimpaired</i>) for siltation or habitat alteration; and Unassessed waters	DA >= 640 acres: 50 feet from top of bank
	DA < 640 acres: 35 feet from top of bank
Waters with unavailable parameters (<i>impaired</i>) for siltation or habitat alteration	60 feet from top of bank
Exceptional Tennessee Waters	60 feet from top of bank
Wetland adjacent stream	Same width as on stream
Isolated wetland	30 feet
Pond intersecting a stream	Same as width on stream
<p>Vegetative target for WQPAs: A variety of mature, native vegetation, allowed to grow undisturbed. Predominately trees on streamside half of the buffer; and trees, shrubs and herbaceous vegetation (grasses) in the upland half. Native vegetation is preferred; any new plantings must be native vegetation.</p>	
<p>Notes: Status of water quality may be accessed on Tennessee Department of Environment and Conservation (TDEC) website. WQPAs to be measured from top of bank (landward edge of active channel), in horizontal plane; or from edge of wetland or top of bank of a pond. Where a Greenway or trail is to be placed within a WQPA, the width of the WQPA shall be increased by the width of the Greenway or trail.</p>	

- (E) Stormwater discharges should enter the water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.
- (F) In areas of the WQPA without pre-existing tree canopy alongside the stream, the property developer must enhance the WQPA by planting trees, as follows:
 - (1) Pre-existing tree canopy means a corridor of trees rooted within 15 feet of the stream's top of bank providing canopy and shade along the stream;
 - (2) Where a property has no pre-existing canopy or the existing canopy is broken by a 40-foot or greater section or sections, with only low-growing vegetation (18 inches or less), as traced out by the drip lines of adjacent trees, the developer must plant trees in these sections.
 - (3) Planting standards and specifications.
 - (a) A variety of native tree seedlings/saplings planted within 15 feet of the top of stream bank evenly spaced on approximately ten-foot centers. More than one species shall be planted and every effort should be made

to observe the surrounding area and identify which native tree species dominate that particular locale so as to aid in the seedling/sapling selection process.

- (b) A plan shall be submitted to the Water Resources Department's Stormwater Coordinator for approval, before there is any disturbance of the WQPA. The plan must address erosion prevention and sediment control. The plan is subject to approval by the Water Resources Department.
- (c) Planting must be done at a time to minimize stress to plants. All planting must be completed by the next planting season. Performance sureties shall not be released or final certificates of occupancy granted until the planting is accomplished.
- (4) Planting standards and specifications for commercial properties. Plantings which fulfill the requirements for perimeter and buffer zone landscaping, of Appendix A—Zoning, Section 27, may be allowed to serve as required WQPA plantings, where the plantings are adjacent the stream and will function to establish canopy alongside the stream.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-20 General prohibitions on disturbing the WQPA.

- (A) Within the WQPA, persons are not allowed, except according to City-approved site plans or construction plans, or as allowed under Sections 27.5-21 and 27.5-22:
 - (1) to clear or grub existing vegetation;
 - (2) to disturb soil by grading, stripping or other means;
 - (3) to fill or dump;
 - (4) to ditch or construct other stormwater drainage systems; or
 - (5) to build or place structures.
- (B) Using, storing or applying pesticides, herbicides or fertilizers is not allowed without prior written approval of the Director of Water Resources Department.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-21 Structures allowed in the WQPA

The structures listed in this section may be placed in the WQPA, provided installation is according to City-approved site plans or construction plans, and to City permits and required State and federal permits.

- (A) Crossings by roads, bridges, Greenway, and utilities are allowed, provided:
 - (1) options to reduce or eliminate the crossing have been examined and prove to be not economically feasible;
 - (2) the width of disturbance during installation and maintenance is kept to a minimum;
 - (3) the angle of crossing should be perpendicular or within 15 degrees (15°) of perpendicular to the stream, to minimize clearing requirements; and
 - (4) within a development plan, a minimum of crossings is used.
- (B) Greenway
 - (1) Greenway is allowed in the WQPA, according to the stipulations of Section 27.5-24.

- (2) Design and placement of the Greenway should be at least 15 feet outside the top of bank insofar as practicable.

(C) Trails

- (1) Trails along the length of the WQPA are allowed in WQPA, to a limited extent, provided:
 - (a) the required width of WQPA is increased by the width of the trail;
 - (b) width of trail is five feet or less; and
 - (c) design and placement of the trail must be at least 15 feet outside the top of bank.
- (2) Trails perpendicular to the edge of stream or waterbody may be allowed in the WQPA, as follows:
 - (a) cut with use of hand tools only;
 - (b) width of trail is five feet or less;
 - (c) only pervious, natural materials, if any, used for trail; and
 - (d) at least 100 feet between them.

- (D) Underground utility lines, which shall be placed at least 15 feet outside the top of bank insofar as practicable

- (E) Stormwater-related structures (pipes, headwalls, outfalls), in situations where sheet flow into the buffer has been determined impractical

- (F) Infiltration-based SCMs for capturing or treating runoff from impervious surfaces within the WQPA (roads, Greenway, trails)

Section 27.5–22 Allowed disturbances, uses and activities in the WQPA

The following disturbances, uses and activities are allowed in the WQPA, provided best practices are specified and followed to minimize adverse impact to the buffer and to the streams, wetlands and aquatic ecosystems:

- (A) Installation, repair and maintenance of structures allowed in the WQPA;
- (B) Disturbances where necessary for the repair and maintenance of public infrastructure;
- (C) Usual and customary maintenance of public utility rights-of-way, including cutting trees and brush to maintain access to utility lines and limited use of herbicides;
- (D) City-approved projects to stabilize banks or restore channels; and
- (E) Access and actions in emergency to protect life or property; actions to resolve or clean up environmental problems (e.g., spills) and to restore the buffer

Section 27.5-23 Management of a WQPA.

- (A) Management of a WQPA shall be the responsibility of the property owner; ownership can be collective, e.g. a homeowners' association, rather than individual.
- (B) Removal of individual trees in the WQPA is allowed, where the tree is likely to fall and damage dwellings or other structures, or to cause blockage of the stream; the root wad or stump should be left in place, where feasible, to maintain soil stability.
- (C) Property owners may be allowed to remove invasive, exotic plant species in the WQPA, provided that permission is given in writing by the Water Resources Department. A WQPA restoration plan may be required.

- (D) Restoration of the buffer is required of the property owner when the WQPA is disturbed without approval of the City. The City may require the owner to submit a WQPA restoration plan.
- (E) A WQPA restoration plan shall include enough information that City staff can understand and evaluate the plan of restoration. Information such as location; description of measures to stabilize the streambank, if any (materials, equipment, timeframe); a planting plan (types of vegetation, location, methods, timeframe).
- (F) The City may require of the developer that permanent signs be placed to mark clearly the WQPA. Signs will have a message such as “Natural Area, Do Not Mow” and shall conform to a standard set forth by the City. Placement is to be along the outside edge of the WQPA, approximately every 150 feet or as specified by the City.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-24 Design, placement, and operation of greenways within a WQPA.

Greenways, as defined herein, are allowed within a WQPA provided:

- (A) the design and placement of the greenway is at least 15 feet outside top of bank insofar as practicable;
- (B) the width of the buffer is adjusted as noted in section 27.5–19(B) above;
- (C) the design and placement of the greenway takes into account natural fluctuations in stream channel;
- (D) the design and placement of the greenway takes into consideration the location of invasive, exotic plants or other undesirable vegetation or lack of vegetation;
- (E) grading and post-construction planting is done to maintain or establish stormwater sheet flow and infiltration of stormwater to the maximum extent practicable;
- (F) where watercourses cross the greenway, care is taken to provide ample culvert or channel structure to avoid scour;
- (G) disturbance of native vegetation and more valuable trees is minimized;
- (H) vegetation is reestablished where missing;
- (I) management of the greenway includes litter pick-up and monitoring and elimination of erosion or other polluting activities;
- (J) management of the greenway includes removal of invasive, exotic plants; and,
- (K) programs or materials to educate users about surface water quality are provided.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-25 Protection of WQPA during development activities.

- (A) Prior to the initiation of any grubbing or clearing of vegetation, and prior to any pre-construction drilling, cutting or soil-sampling, the developer shall ensure adequate visibility of the WQPA by high visibility staking, flagging or fencing at or beyond the outer edge of the WQPA.
- (B) If the property owner or agent removes or destroys vegetation within the WQPA, the City will require the owner to restore vegetation, including stream bank stabilization as necessary, according to a plan approved by the City.

(C) For activities that include stream and/or wetland disturbance, alteration, or relocation which require approval and permitting by federal and/or state regulatory agencies including but not limited to Aquatic Resource Alteration Permit or Section 404 Permit and include disturbance of a WQPA, the following additional requirements apply:

- (1) obtain prior written approval of the Planning Department and Water Resources Department;
- (2) prepare WQPA restoration plan to establish or reestablish the WQPA, for review by the Water Resources Department;
- (3) obtain other City approvals and permits as necessary; and
- (4) establish WQPA notations as required in Section 27.5-27.

This subsection (C) does not apply to allowed disturbances as addressed in Section 27.5-21.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-26 Stabilization.

Stream banks and other areas within a WQPA must be left stable upon completion of the development activities. The condition of vegetation within the buffer must be monitored, and planting, landscaping or stabilization performed to repair erosion, damaged vegetation, or other problems identified. Only native vegetation may be used in conjunction with stabilization activities.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-27 Site development plans and plats.

All site development plans and subdivision plats submitted to the City or prepared for recording shall:

- (A) show the extent of any WQPA on the subject property by metes and bounds and with the label "Water Quality Protection Area - Do Not Disturb";
- (B) provide a note to reference the WQPA, "There shall be no clearing, grading, construction or disturbance of soil and/or native vegetation within the WQPA except with prior permission in writing by the City of Murfreesboro";
- (C) in the case of residential subdivisions, set forth the WQPA in an open space, not on lots owned by or to be owned by individual homeowners; and
- (D) if a protective covenant has been established for the maintenance of the WQPA, provide a note stating, "Any water quality protection area (WQPA) shown hereon is subject to protective covenants which restrict disturbance and use of these areas."

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-28 Protective covenants.

WQPAs may, but are not required to be, documented and maintained through a declaration of protective covenant. Any such covenant should be recorded in the land records to run with the land.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-29 Application to existing and proposed development and redevelopments.

- (A) WQPAs established under requirements effective March 8, 2007, are not affected by newer requirements (newer requirements are not retroactive to existing WQPAs).
- (B) For development which prior to the effective date of this ordinance:
 - (1) is covered by a current, executed public works agreement;
 - (2) is covered by a valid, unexpired City land disturbance permit or building permit;
 - (3) has been granted Planning Commission or Administrative approval of preliminary plat or site plan; or
 - (4) for which a complete application for site plan or preliminary plat has been received by the Planning Department,the development is subject to WQPA requirements effective before the effective date of this ordinance.
- (C) A project for which an initial land development application is submitted on or after the effective date of this ordinance is subject to WQPA requirements effective that date.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-30 Variances.

The Water Resources Board may grant a variance to the WQPA requirements under Article II for the following:

- (A) Those projects or activities where it can be demonstrated that strict compliance with this chapter would result in extreme practical difficulty or substantial financial hardship.
- (B) Those projects or activities serving a public need where no feasible alternative is available.
- (C) Developments in planned development zoning districts which have a master plan approved by the City Council before March 31, 2024, which do not qualify for exemption under § 27.5-29.
- (D) To request a WQPA variance, one must submit a written request to the Director of the Murfreesboro Water Resources Department, expressing the reason(s) for the request and providing information for the City and hearing board to evaluate the proposal. The City may require an analysis to demonstrate no feasible alternatives exist and to show minimal impact will occur as a result of the project. When a variance is granted as to the width of the WQPA in one area, the applicant must normally demonstrate that the average width of the WQPA across the length of the stream channel for that development equals or exceeds the otherwise applicable WQPA width. If a variance request arises under subsection (C) herein, the standards for granting the variance may be less restrictive and the degree of variance granted may be greater than for other variance requests.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07; Ord. No. 08-O-17 § 32, 06-05-08)

Section 27.5-31 Conflict of laws.

Where the standards and management requirements of this chapter are in conflict with other laws, regulations, and policies regarding streams, wetlands, floodplains, land disturbance activities or other environmental protective measures, including

those of the federal and state governments, the more restrictive requirements shall apply.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-32 Violation.

Violations of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute an offense punishable as other violations of City ordinances as provided by law. Each day of such violation shall be considered a separate offense. Nothing herein shall prevent the City from taking other lawful actions to prevent or remedy any violation.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

Section 27.5-33 Severability.

Should any article, section, subsection, clause or provision of this chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

(Ord. No. 06-O-27 §§ 4, 5, 03-08-07)

ARTICLE III. STORMWATER UTILITY AND USER FEES

Section 27.5-34 Legislative findings and policy.

The City Council finds, determines and declares that the stormwater system which provides for the collection, treatment, storage and disposal of stormwater provides benefits and services to all property within the incorporated City limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvements in general health and welfare through reduction of undesirable stormwater conditions; and, improvements to the water quality in the stormwater and surface water system and its receiving waters.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-35 Creation of stormwater utility.

To achieve the purposes of the Federal Clean Water Act and T.C.A. § 68-221-1101 et seq., there is created a stormwater utility in and for the City within the Water Resources Department. The stormwater utility, under the supervision and control of the City Manager, through the Department, with the participation and assistance of other City departments, may:

- (A) Administer the acquisition, design, construction, maintenance and operation of the stormwater utility system, including capital improvements designated in the capital improvement program;
- (B) Administer and enforce this article and all regulations and procedures adopted relating to the design, construction, maintenance, operation and alteration of the utility stormwater system, including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby;
- (C) Advise on matters relating to the utility;

- (D) Prepare and revise a comprehensive drainage plan;
 - (E) Review plans and approve or deny, inspect and accept extensions and connections to the system;
 - (F) Enforce regulations to protect and maintain water quality and quantity within the system in compliance with water quality standards established by state, regional and/or federal agencies as now adopted or hereafter amended;
 - (G) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties and other revenues of the utility.
- (Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-36 Definitions.

For the purpose of this article, the following definitions shall apply:

"Base rate." The stormwater user fee for single family residential property.

"Construction." The erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, architectural, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and, the inspection and supervision of the construction of stormwater facilities.

"Developed property." Real property which has been altered from its natural state by the creation or addition of impervious areas by the addition of any buildings, structures, pavement or other improvements.

"Exempt property." Federal, state, county and City road right-of-way; property from which stormwater runoff does not flow into or through City-owned or operated stormwater facilities, including drainage structures, conduits, combined sewers, sewers, bridges, channels, culverts, pipes, and drainage easements; and, property from which all stormwater runoff for normal rain events, up to and including the 100-year frequency storm, is drained by sinkhole(s) downstream of which there are no City-owned or operated stormwater facilities.

"Fee or stormwater user fee." The charge established under this article and levied on owners or users of parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the City. The stormwater user fee is in addition to any other fee that the City has the right to charge under any other ordinance, rule or regulation of the City.

"Fiscal year." July 1 of a calendar year to June 30 of the next calendar year, both inclusive.

"Impervious surface." A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted or other surface which impedes the natural infiltration of surface water.

"Impervious surface area." The number of square feet of horizontal surface covered by buildings and other impervious surfaces. All building measurements shall be made between exterior faces of walls, foundations, columns or other means of support or enclosure.

"Non-single family property." Developed property other than single-family residential property. Such property shall include, but not be limited to, commercial properties, industrial properties, parking lots, hospitals, schools, recreational and cultural facilities, hotels, offices, and churches.

"Person." Any and all persons, natural or artificial, including any individual, firm or association, government and any governmental or private corporation organized or existing under the laws of this or any other state or country.

"Property owner." The property owner of record as listed in the Rutherford County tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative or government.

"Single family residential property." A developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single family detached dwelling containing an accessory apartment or a second dwelling unit ("duplex") is included in this definition.

"Single family residential unit or SFU." The median of the total square footage of the impervious surface areas (e.g. building footprints, paved driveways, parking lots, patios, non-public sidewalks) of developed single family residential lots within the City.

"Stormwater." Stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration, and drainage.

"Stormwater facilities." The drainage structures, conduits, combined sewers, sewers, bridges, channels, culverts, pipes, drainage easements and all devices or appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.

"Stormwater management." The planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, floodplains, flood control, grading, erosion, tree conservation, and sediment control.

"Stormwater management fund or fund." The fund created by this article to operate, maintain, and improve the City's stormwater system.

"Surface water." Includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.

"User." The owner of record of property subject to the stormwater user fee imposed by this article.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-37 Funding of stormwater.

Revenue sources for the stormwater utility's activities may include, but not be limited to, the following:

- (A) Stormwater user fees.
- (B) Civil penalties and damage assessments imposed for or arising from the violation of the City's stormwater management ordinances.
- (C) Stormwater permit and inspection fees.
- (D) Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).

To the extent that the stormwater user fees collected are insufficient to construct needed stormwater drainage facilities, the cost of the same may be advanced from such City funds as may be determined by the City Council.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-38 Stormwater utility management fund.

All revenues generated by the stormwater user fees shall be deposited in a stormwater utility management fund and used exclusively for stormwater management.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-39 Operating budget.

The City Council shall adopt, based on a recommendation from the Water Resources Board, an operating budget for the stormwater utility management fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-40 Stormwater user fees established.

There shall be imposed on each and every property in the City, except exempt property, a stormwater user fee. Prior to establishing or amending the stormwater user fees, the City shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the City at least 30 days in advance of the meeting of the City Council which shall consider the adoption of the fee or its amendment.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-41 Single family residential unit (SFU).

- (A) *Establishment.* There is established for purposes of calculating the stormwater user fees the single family residential unit (SFU) as a method of measurement.
- (B) *Definition.* The SFU is the median of the total square footage of the impervious surface areas of developed single family residential lots within the City as set by the City Council.
- (C) *Setting the SFU.* The SFU shall be set by Council from time to time by resolution.
- (D) *Source of SFU.* Council shall have the discretion to determine the source of the data from which the SFU is established, taking into consideration the general acceptance and use of such source on the part of other stormwater systems, and the reliability and general accuracy of the source including but not limited to property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-42 Property classification for stormwater user fee.

- (A) *Property classifications.* For purposes of determining the stormwater user fee, all properties in the City are classified into one of the following classes:
 - (1) Single family residential property;
 - (2) Non-single family property;
 - (3) Exempt property.
- (B) *Single family residential fee.* The City Council finds that the intensity of development of most parcels of real property in the City classified as single family residential is similar and that it would be excessively and unnecessarily expensive to determine precisely the square footage of the impervious surface on each such parcel. Therefore, all single family residential properties in the City

shall be charged a uniform stormwater management fee, equal to the base rate, regardless of the size of the parcel or the impervious surface area of the improvements.

(C) *Non-single family property fee.* The fee for non-single family property shall be the base rate multiplied by the numerical factor obtained by dividing the total impervious area (square feet) of the property by one SFU. The impervious surface area for non-single family property is the square footage for the impervious surface area on the property. The minimum stormwater user fee for non-single family property shall be one SFU.

(D) *Exempt property.* There shall be no stormwater user fee for exempt property.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-43 Base rate.

The City Council shall, by resolution, establish the base rate for the SFU. The base rate shall be calculated to ensure adequate revenues to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the stormwater utility system in the City.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-44 Adjustments to stormwater user fees.

The stormwater utility shall adjust the stormwater user fee for non-single family property based on its Credit and Appeals Policy. This policy shall provide credits to stormwater user fees charged owners of non-single family property who implement onsite stormwater management controls that provide peak runoff and/or volume control, stormwater quality best management practices and proper operation and maintenance of the onsite stormwater facilities. This policy, to be approved by resolution of the City Council, shall provide for: flood control volume credits; stormwater quality volume credits; streambank protection volume credits; education credits; and NPDES stormwater permitted facilities credits. This policy shall also provide for adjustments to the stormwater user fee if it can be proven that the City has incorrectly calculated the total impervious area of the non-single family property. This policy shall specify how owners are to apply for credits and adjustments.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-45 Property owners to pay charges.

The owner of each non-exempt property shall be obligated to pay the stormwater user fees as provided in this article, provided however, that if no water or sewer service is being provided at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee. If the customer of record rebuts this presumption as provided for in the Credit and Appeals Policy, the owner shall pay such charges.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-46 Billing procedures and penalties for late payment.

(A) *Rate and collection schedule.* The stormwater user fee shall be set at a rate, collected at a location, on a schedule, established by resolution, which resolution shall also specify when the fee shall become delinquent and the late fee which shall become due on delinquent payments.

(B) *Penalties for late payment.* Stormwater user fees shall be subject to a late fee established by resolution. The City shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees.

(C) *Mandatory statement.* To the extent that state law, T.C.A. § 68-221-1112, requires it, each bill that shall contain stormwater user fees shall also contain the following statement in bold: "THIS TAX HAS BEEN MANDATED BY CONGRESS". It is the position of City that the stormwater user fee is not a tax but a utility service charge.

(Ord. No. 07-O-25 § 1, 07-19-07)

Section 27.5-47 Appeals of fees.

Any person who disagrees with the calculation of the stormwater user fee, as provided in this article, or who seeks a stormwater user fee adjustment based upon stormwater management practices, may appeal such fee determination to the stormwater utility within 30 days from the date of the last bill containing stormwater user fees charges. Any appeal must be filed, and will be decided, in accordance with the Credit and Appeal Policy.

(Ord. No. 07-O-25 § 1, 07-19-07)

Most significant proposed revisions to stormwater management standards

- Proposed change goes beyond the minimum required by TDEC.
- Proposed change requires less than existing Murfreesboro standards.

Applicability of post-construction stormwater control measures (SCMs)

Description of change	TDEC	Rationale
Adopt TDEC-specified design storm and WQTV for designing stormwater quality controls.	–	<i>Required by TDEC.</i>
City may establish procedures for reductions of WQTV for redevelopment projects, vertical density, and other incentives.	–	
Application of standards: <ul style="list-style-type: none"> - Sites draining to impaired streams: development with <i>disturbance</i> of 10,000 square feet. - Sites draining to healthy streams: development with the <i>construction</i> of 10,000 square feet imperviousness. 		<i>Improve quality of stormwater runoff and drainage.</i> <i>Common in other cities.</i>
Peak discharge control of 2-year through 100-year storms	n/a	<i>Improve drainage.</i> <i>Common in other cities.</i>
Reduce storm size for control of streambank protection from 3.11 inch to 2.34 inch.	n/a	

Water Quality Protection Area

Description of change	TDEC	Rationale
60-foot buffer on streams identified by TDEC as impaired or exceptional	–	<i>Required by TDEC.</i>
35-foot buffer on healthy streams with drainage area < ~200 acres; change to streams with DA < 640 acre		
50-foot buffer on larger healthy streams		<i>Consistency with current widths.</i>
To require that WQPA in residential subdivision developments to <i>not</i> be placed within individual lots	–	<i>Enforcement and integrity of buffer.</i>
May require signs, such as “Natural Area, Do Not Mow,” be posted on edge of WQPA	–	<i>Common in other cities.</i>

Other

Description of change	TDEC	Rationale
May require 25-foot buffers adjacent hydrologically significant waters and karst windows	n/a	

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Rezoning property along East Vine Street
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 0.57 acres located along the south side of East Vine Street west of South University Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

Big Red Holdings, LLC presented a zoning application [2024-407] for approximately 0.57 acres located along the south side of East Vine Street to be rezoned from RS-8 (Single-Family Residential District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on July 10, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of four single-family attached homes.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment in the City's downtown area, which will strengthen the identity of downtown as a place to live, work, and play.

Attachments:

1. Ordinance 24-OZ-26
2. Maps of the area
3. Planning Commission staff comments from 07/10/2024 meeting
4. Planning Commission minutes from 07/10/2024 meeting
5. Enclave at Vine Street PRD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2024
PROJECT PLANNER: HOLLY SMYTH**

6.a. Zoning application [2024-407] for approximately 0.57 acres located along East Vine Street to be rezoned from RS-8 & CCO to PRD & CCO (Enclave at Vine PRD), Big Red Holdings, LLC applicant.

The subject property is located along the south side of East Vine Street west of South University Street involving one parcel with an existing circa 1900 home to be demolished. The site is identified as Tax Map 091M, Group L, Parcel 003.00 (also known as 542 East Vine Street) and contains approximately 24,631 square feet of lot area. This single parcel is proposed to be rezoned from Residential Single Family District (RS-8) and City Core Overlay District (CCO) to Planned Residential District (Enclave at Vine PRD) and CCO. The proposed PRD would accommodate 4 single-family attached dwelling units, equating to **7.07** dwelling units (du) to the acre.

Adjacent Zoning and Land Uses

The surrounding zone districts are primarily CCO (City Core Overlay) with RM-16 (Multi-Family Residential District) to the south, PRD (Planned Residential District) to the west, and RS-8 (Single Family Residential District) to the north and east, as more particularly shown on page 3 of the program book. The surrounding land uses are generally single-family detached on three sides. A 6-unit condo development with 8.45 du/acre density exists adjacent to the project's westerly boundary (known as East Vine Villas PRD) and a 5-unit condo development with 7.81 du/acre was recently approved west of this parcel (known as East Vine Manor PRD).

Proposed PRD

The overall layout is best seen on pages 8 & 10 of the program book, which also includes basic site data. The PRD is being requested to allow for 4 single-family attached dwelling units as part of a horizontal property regime (HPR) to allow separate home ownership. The residential units are most similar to what would be allowed in a RSA-2 zone district.

All four dwellings will be available for sale via the HPR. The developer proposes that "units shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the duplex style units shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity."

Design: Each of the single-family attached dwelling units will be a minimum of 2,000 square feet and will all contain three bedrooms. The architecture is craftsman bungalow style with front and rear entry porches and one detached 4-car garage building. Each unit will have a 1-car garage and 2 surface parking spaces with 2 surplus guest parking spaces provided for the complex, as shown on page 10 of the program book. The garage

doors should incorporate a decorative window-panel at the top of each door facing the courtyard. The northerly end of the garage façade facing the street has been enhanced. A total of 12 parking spaces are required for the project with 14 being provided on site. At no time will the one-car garage be sold or leased separately from the assigned unit, which shall be recorded within the CC&Rs and enforced by the HOA, as stated on page 9 of the program book.

Greenspace: Regular landscape requirements include perimeter plantings, base of building plantings, and a 15' type D landscape buffer along the eastern edge due to the adjacent RS-8 zoning. Additionally, the CCO requires 15% overall open space and 50 square feet of private open space per unit be provided, but no formal open space is required. Page 19 of the program book depicts the proposed landscape locations to have no normal perimeter tree plantings or normal base of building plantings but proposes grouped areas of these planting types instead. The property to the west of this project has a Type "A" 10' buffer installed along the property line. A minimum of 50 square feet of private open space per unit is shown on all porches that face the central open space area. The builder will install sod in all front and secondary yards. Fencing of 6' PVC is proposed along the southerly boundary and along the easterly boundary south of the 4-car garage building in front of the surface parking. A 4' PVC privacy fence is proposed in front of the northerly surface parking area and to screen the trash carts.

Proposed setbacks and layout are depicted on page 10 of the program book and summarized as follows:

- 15' front "build-to" setback line along East Vine Street (CCO would require 16.5' "build-to" line ±2')
- 5' side yard setbacks
- 20' rear yard setback

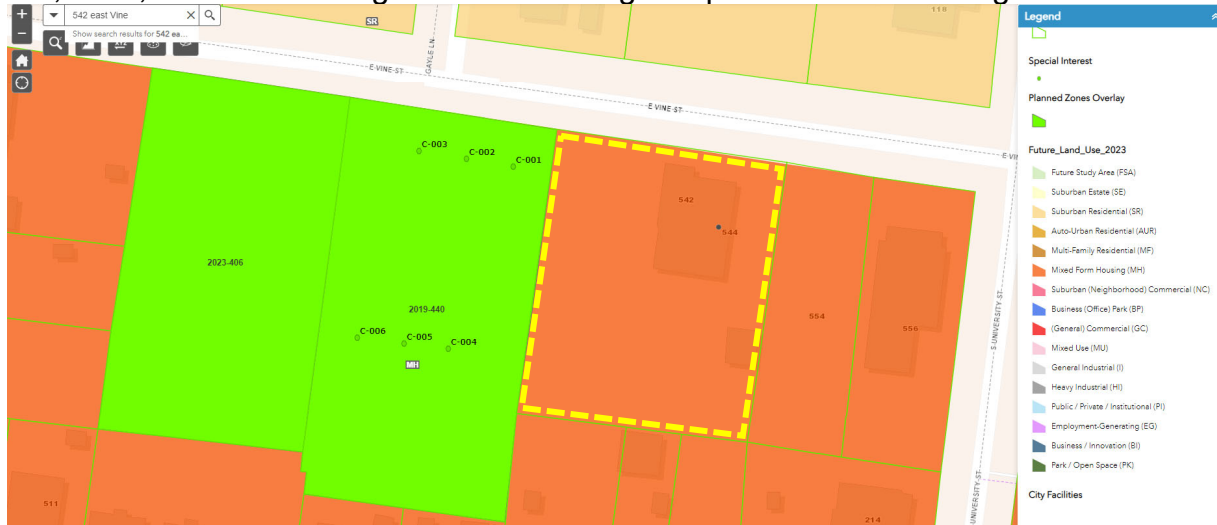
Exception(s) Requested: Page 21 of the Program Book shows the comparison for this development to the RSA-2 district with the requested **exceptions shown in red text**. The four exceptions are as follows:

- 1) Allow the rear porches to take up to 70% of the rear building façade versus the 50% CCO standard.
- 2) Allow a 5' modified planting area / fencing along the eastern property line versus a 15' wide type "D" buffer in this area.
- 3) Eliminate the 'base of building plantings' along the west side of the buildings and follow the more focused landscape near the central open space.
- 4) Eliminate 'perimeter planting' requirements, and use the alternative layout shown in the program book.

Future Land Use Map

The adopted future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, recommends that the subject property develop primarily with a *Mixed Form Housing* land use character (see excerpt map below). Mixed Form Housing is residential in character with a mixture of single-family detached and single family attached two-, three-

and four-unit residential buildings that keep in character with the surrounding neighborhood. Development in these areas should focus on forms that relate to the public street, provide architectural details, front porches, windows and awning treatments, and transition well with adjacent properties. Infill development should be designed so that two-family, three-family, and four-family residential buildings resemble traditional single-family buildings. The comprehensive plan calls out RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD zoning districts as being compatible with this designation.



Based on the elevations provided in the PRD, the proposed PRD appears to be consistent with the *Mixed Form Housing* designation of the Future Land Use Map of the Comprehensive Plan.

Department Recommendation

Staff is supportive of this rezoning request, with its 4 exceptions discussed above because of the following reasons:

- 1) The proposal is consistent with the Mixed Form Housing land use character of the updated Murfreesboro 2035 Comprehensive Plan.
- 2) The front building resembles a single-family detached home.
- 3) The number of units per building does not exceed four.
- 4) The architecture is compatible with the existing neighborhood.
- 5) The proposed use is compatible with the existing and proposed uses in the vicinity and is similar to adjacent land uses.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing, after which it will need to formulate a recommendation to City Council.

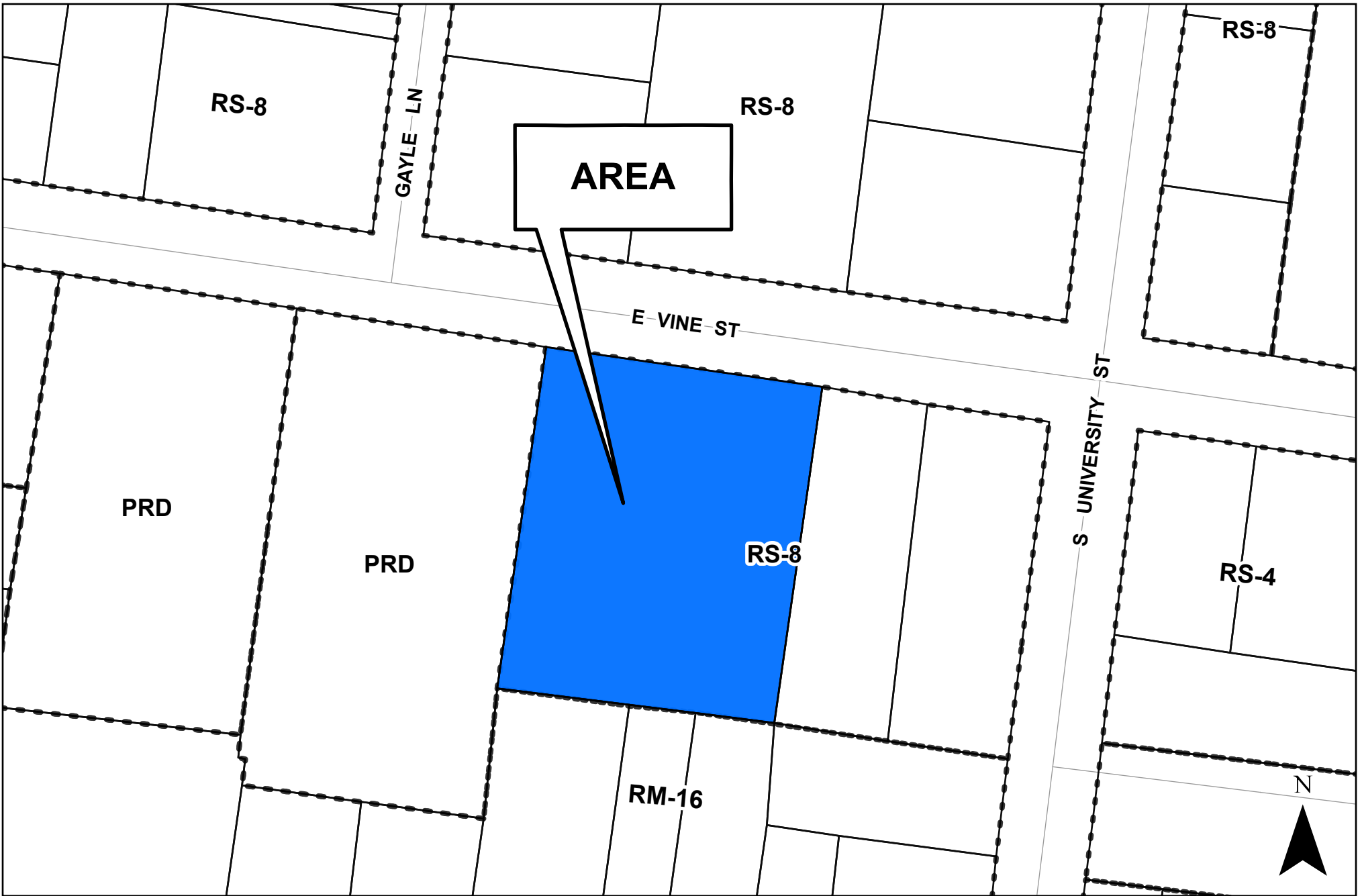
Attachments:

- NoOrtho Map
- Ortho Map
- Program Book
- Zoning Ordinance Chart 2 related to RSA-2 District

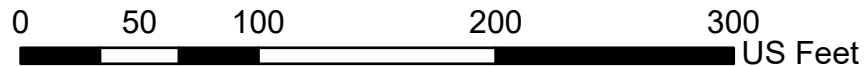
2024-407_Enclave at Vine PRD_PC_PH_Final

Chart 2
Page 2 of 3

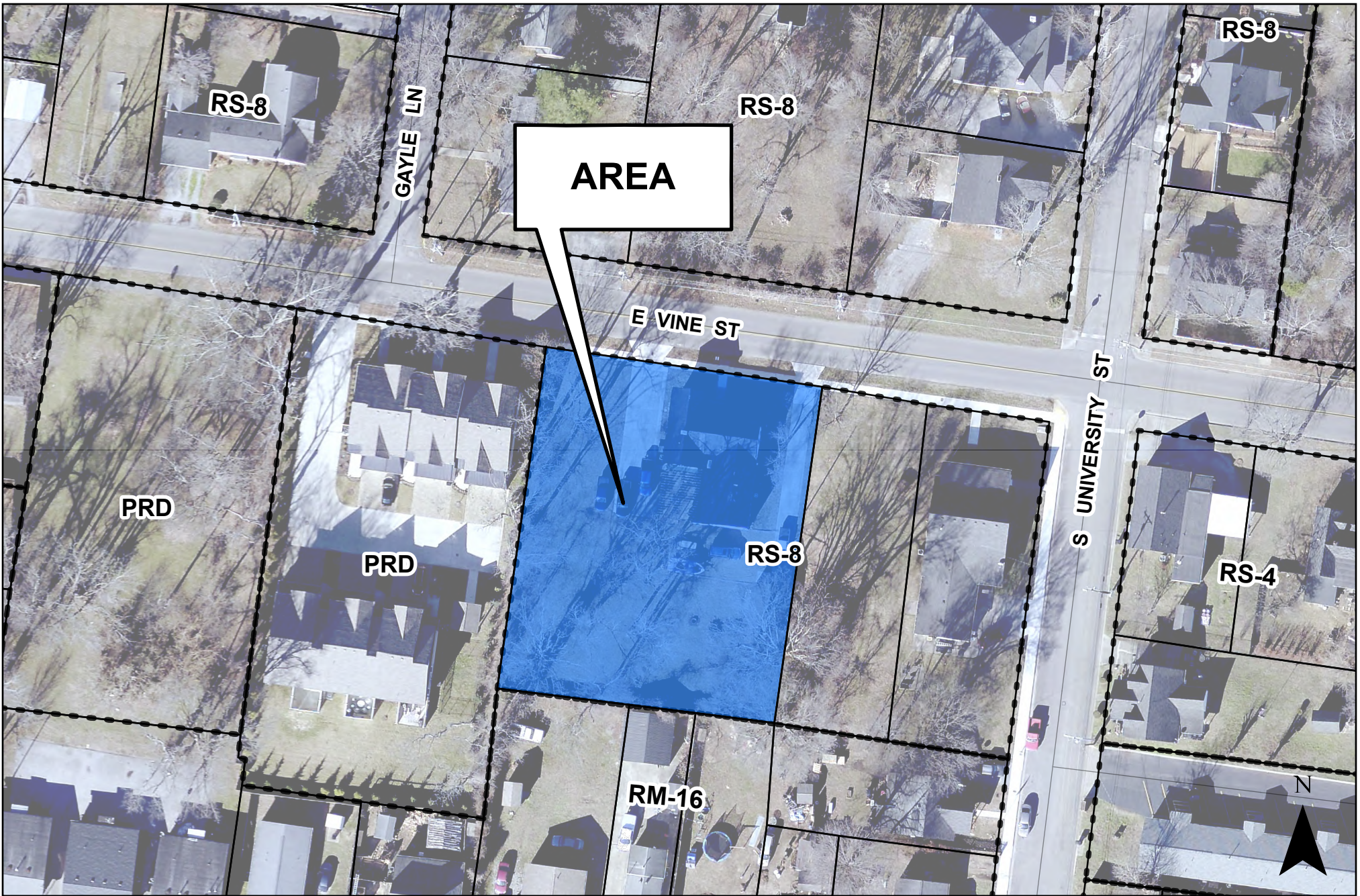
	Minimum Lot Requirements		Minimum Yard Requirements ⁽⁶⁾⁽¹⁷⁾⁽²⁵⁾			Maximum Height ⁽¹⁶⁾ (Ft.)	Maximum Gross Density ⁽²⁾ (D.U./Acre)	Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front ⁽³⁸⁾ (Ft.)	Side (Ft.)	Rear (Ft.)			Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-A DISTRICT⁽³⁵⁾											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) ⁽⁷⁾⁽²⁸⁾⁽³¹⁾	3,000	30 ⁽¹²⁾	35 ⁽¹¹⁾⁽³⁷⁾	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) ⁽³⁰⁾⁽³²⁾⁽³³⁾	2,000 ⁽²⁶⁾	20 ⁽²⁶⁾	35 ⁽¹⁾	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) ⁽³⁰⁾⁽³²⁾⁽³³⁾⁽³⁴⁾	2,000 ⁽³⁶⁾	20 ⁽³⁶⁾	20 ⁽¹⁾⁽³⁴⁾	5	20	45 ⁽³⁴⁾	12	1	none	none	none
4. Other uses permitted	6,000	30 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	none	none	none	none	35
R-MO DISTRICT											
1. Mobile homes	4,000	40 ⁽¹²⁾	25 ⁽¹⁾	10	15	12	10.9	none	none	none	none
CM-R DISTRICT											
1. Single-family detached	5,000	50 ⁽¹²⁾	35 ⁽¹⁾⁽²⁹⁾	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) ⁽⁷⁾⁽³¹⁾	2,500	30	35 ⁽¹⁾	5	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ⁽³⁰⁾	2,500	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	16 ⁽⁹⁾	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ⁽¹²⁾	30 ⁽¹⁾	5	25 ⁽⁴⁾	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related uses	none	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
1. Single-family detached	8,000	50 ⁽¹²⁾	35 ⁽¹⁾⁽²⁹⁾	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	60	none	none	none	none	none
OG-R DISTRICT											
1. Offices and other uses except	5,000	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 ⁽¹²⁾	35 ⁽¹⁾⁽²⁹⁾	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ⁽⁷⁾⁽³¹⁾	2,500	25 ⁽¹²⁾	35 ⁽¹⁾	5	20	35	17.4	none	none	none	none
OG DISTRICT											
1. Offices and other uses	5,000	50 ⁽¹²⁾	30 ⁽¹⁾	10	20	35	none	0.3	0.28	0.6	none
CL DISTRICT											
1. All commercial uses except	none	none ⁽¹³⁾	42	10 ⁽⁶⁾	20	35	none	none	none	none	none
2. Single-family detached dwellings ⁽²⁸⁾	7,500	50 ⁽¹²⁾	35 ⁽¹⁾⁽²⁹⁾	5	25	35	5.8	none	none	none	30
3. Two-family dwellings	7,500	50 ⁽¹²⁾	30 ⁽¹⁾	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ⁽¹²⁾	30 ⁽¹⁾	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ⁽¹²⁾	30 ⁽¹⁾	5	25	35	11.6	none	none	none	30



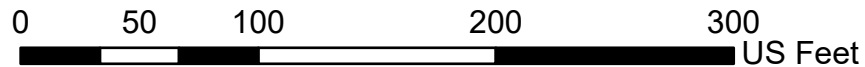
Rezoning request for property along East Vine Street
 RS-8 & CCO to PRD (Enclave at Vine Street PRD) & CCO



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



Rezoning request for property along East Vine Street
 RS-8 & CCO to PRD (Enclave at Vine Street PRD) & CCO



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

ENCLAVE AT VINE STREET

REQUEST FOR REZONING FROM SINGLE-FAMILY RESIDENTIAL (RS-8)/ CITY CORE OVERLAY (CCO) TO A PLANNED RESIDENTIAL DISTRICT (PRD)/(CCO)

Murfreesboro, Tennessee



Initial Submittal

May 16th, 2024

Resubmitted

June 7th, 2024

Resubmitted

June 11th, 2024

Resubmitted

June 27th, 2024 for the July 10th, 2024
Planning Commission Public Hearing

Resubmitted

August 12th, 2024 for the August 22nd, 2024
City Council Public Hearing

SEC, Inc.

SEC Project #24000

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Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Rob Molchan / Matt Taylor
 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

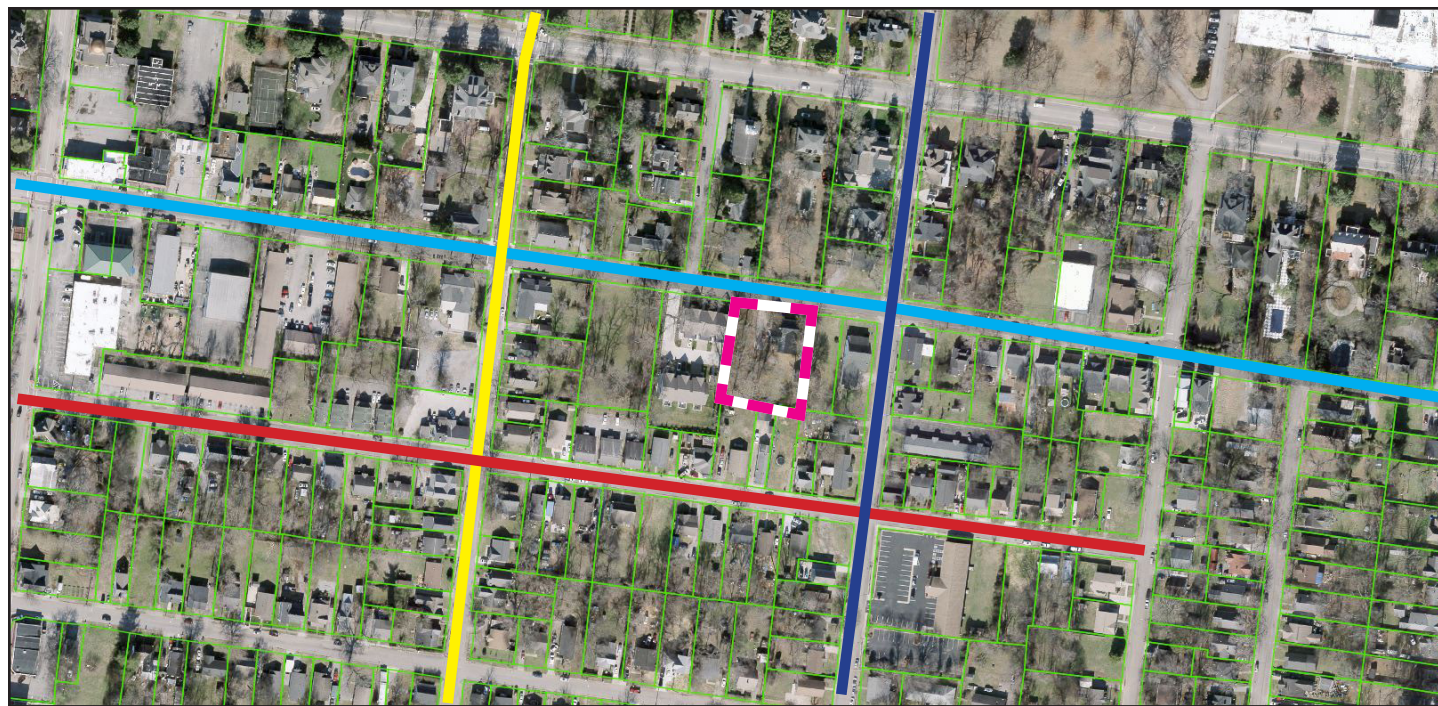
*850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129*

BIG RED HOLDINGS, LLC

Company Name: Big Red Holdings, LLC
 Profession: Developer
 Attn: Paul Seegert
 Email: paul.seegret@gmail.com

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AERIAL PHOTOGRAPH

Not To Scale

- East Vine Street
- South University Street
- South Highland Avenue
- East Sevier Street



Big Red Holdings LLC, respectfully requests rezoning of the 542 East Vine Street property from Single-Family Residential (RS-8) with City Core Overlay to Planned Residential District (PRD) with CCO to create the Enclave at Vine Street. The property is located on the south side of East Vine Street and west of South University Street. The site is identified as Parcel 3.00 of Tax Map 91M-L, and is approximately 0.57 acres (24,631sqft).

The development will consist of two duplexes for a total of four units on 0.57 acres, for a density of 7.02 dwelling units per acre. All homes will be created via a Horizontal Property Regime (HPR). The proposed homes will be a minimum of 2,000 square feet of living space. All homes will have a minimum of 3 bedrooms. The homes shall have shared, four-car detached garage with additional surface parking for residents and guests. Elevations will be constructed of primarily masonry materials to add quality and character to the development. The homes will include porches/stoops to emulate the surrounding neighborhood characteristics. Foundation landscaping shall be provided along the front elevation along East Vine Street and along the shared private drive. Lighting for the development shall comply with the City of Murfreesboro Zoning Ordinance. The entrance to the development will be located along East Vine Street, all drives in the development will be private. The H.O.A. will maintain all common areas, drive aisles, and driveways.



ZONING MAP

Not To Scale

- | | |
|--|---|
| RS-4 Residential Single-Family (RS-4) | CH Commercial Highway (CH) |
| RS-8 Residential Single-Family (RS-8) | CL Commercial Local (CL) |
| RS-15 Residential Single-Family (RS-15) | PRD Planned Residential District (PRD) |
| RM-16 Residential Multi-Family (RM-16) | |
| RD Residential Duplex (RD) | |



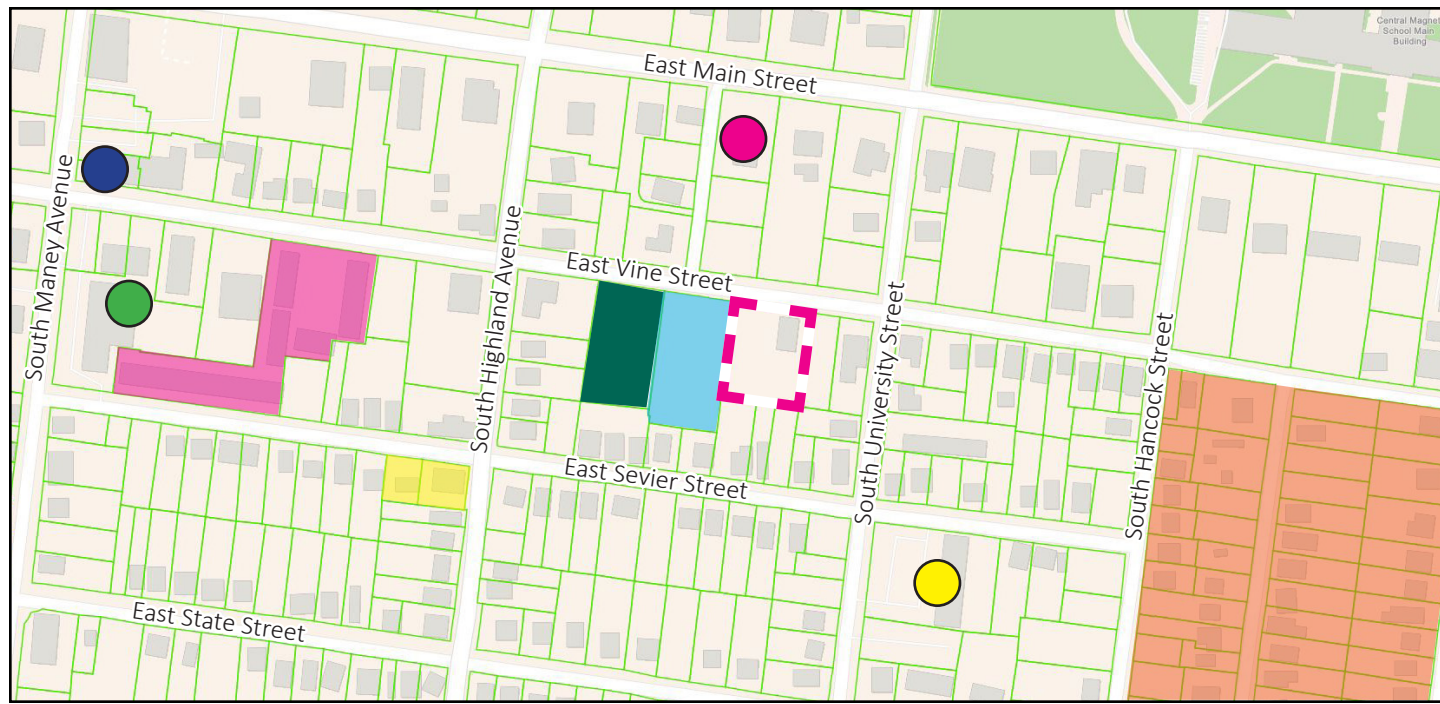
The surrounding area consists of a mixture of zoning types and uses. The lands to the west are zoned PRD. The land to the north and east is zoned RS-8. The land to the south is zoned RM-16. This development is within the City Core Overlay District.

2035 FUTURE LAND USE PLAN



The Murfreesboro Future Land Use Plan Amendment proposes this area as Mixed Form Housing (MH). The character of this land use includes a mixture of single-family detached and single-family attached residential buildings with architecture promoting a neighborhood feeling with porches, stoops, bays, and dormers. Generally compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, R-D, PRD, & PUD.

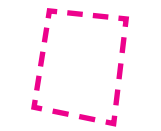
The proposed development aligns closely with the Murfreesboro Future Land Use Plan in terms of architecture, dwelling types, and proposed zoning.



SUBDIVISION MAP

Not To Scale

- | | | |
|----------------------|------------------------|---------------------------|
| East Vine Villas PRD | Bilbro | New Hope Church |
| East Vine Manor PRD | Town Square Apartments | Mid-Cumberland Head Start |
| The Fergusons | Cedar Grove Church | JDS Market |



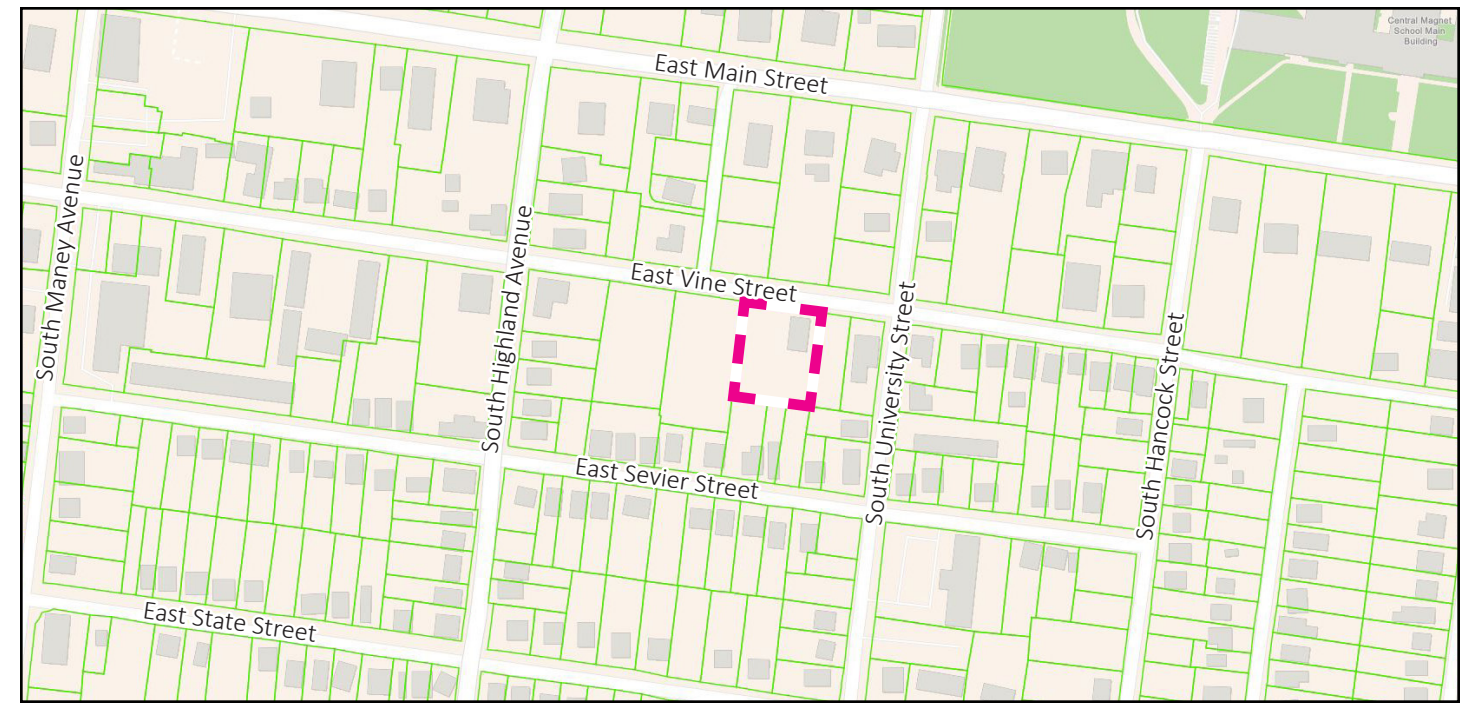
Site Boundary

The Enclave at Vine Street is primarily surrounded by a mixture of residential and institutional properties. Two properties similar to the proposed rezoning are just west of the site. East Vine Villas PRD is one of these properties consisting of six units in two single-family attached buildings. The exterior elevations consist of primarily brick and hardy board. There is one primary point of ingress/egress to the development from East Vine Street. The other similar property is East Vine Manor PRD, which was also recently approved. This property almost mirrors East Vine Villas' layout. It consist of a duplex unit along East Vine Street and a three unit townhome at the rear of the property. The buildings are proposed to be constructed of masonry materials and will be two-stories.

Town Square Apartments is an apartment complex to the west consisting of one and two-story residential units without garages. The exterior elevations consist of primarily hardy board with stone accents on the first floor. There are two main points of ingress/egress into the development; one from East Vine Street and one from East Sevier Street.

Bilbro is a large residential development to the east consisting of a mixture of one and two-story single-family detached homes. The elevations and building materials vary greatly across the development with brick, vinyl, and hardy board being the primary materials.

JDS Market is a commercial property to the west along East Vine Street. Mid-Cumberland Head Start and Central Magnet School are two educational institutions near the development which serve the surrounding neighborhoods. Several religious institutes are located near the development, such as Cedar Grove Church and New Hope Church.



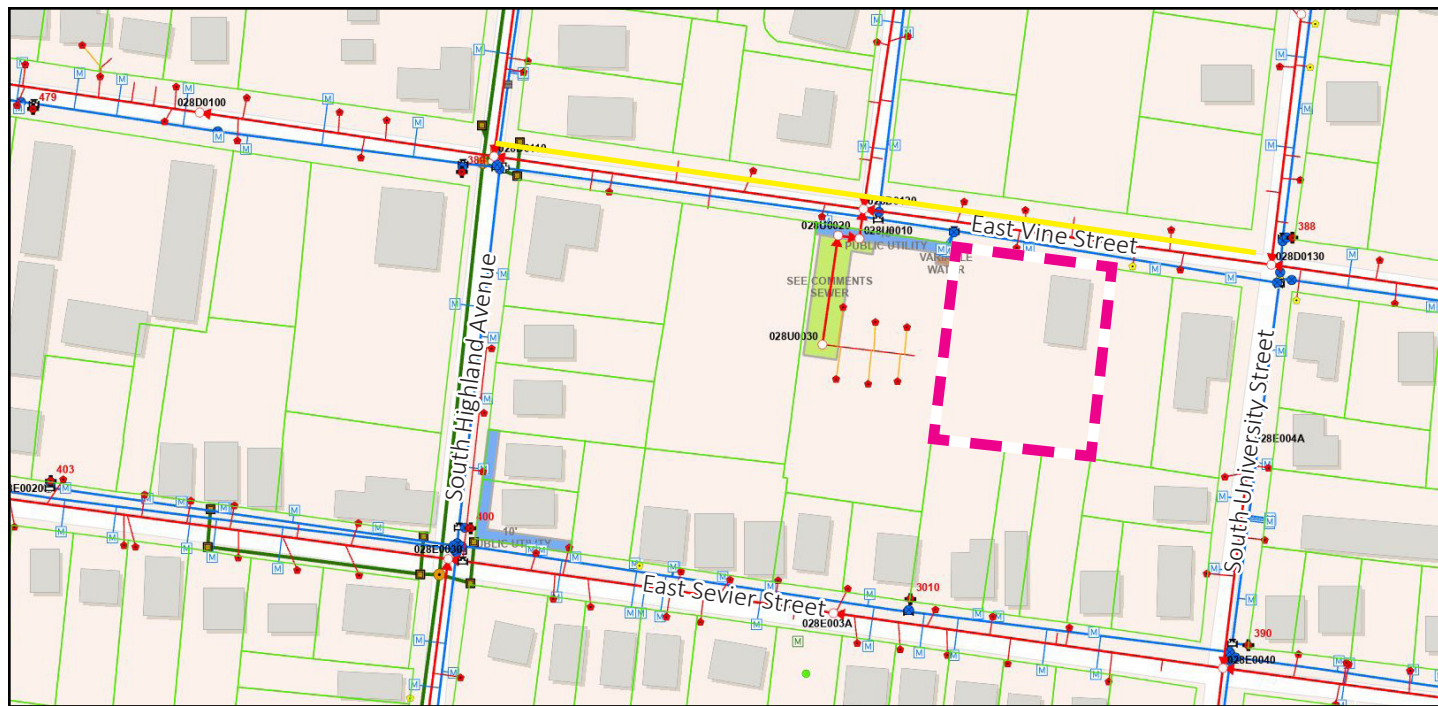
2040 MAJOR TRANSPORTATION PLAN

Not To Scale



Site Boundary

The property has/will have access to the existing public rights-of-way of East Vine Street through one entrance. East Vine Street is currently up to date on the City of Murfreesboro 2040 Major Transportation Plan as a two-lane local street without curb and gutter. Sidewalks line both sides of the street and will be repaired if damaged during the construction process. A 10-ft wide public utility easement shall be provided along the site frontage.



UTILITY MAP

Not To Scale

-  WATER
-  SEWER
-  STORMWATER

-  ELECTRIC



Site Boundary

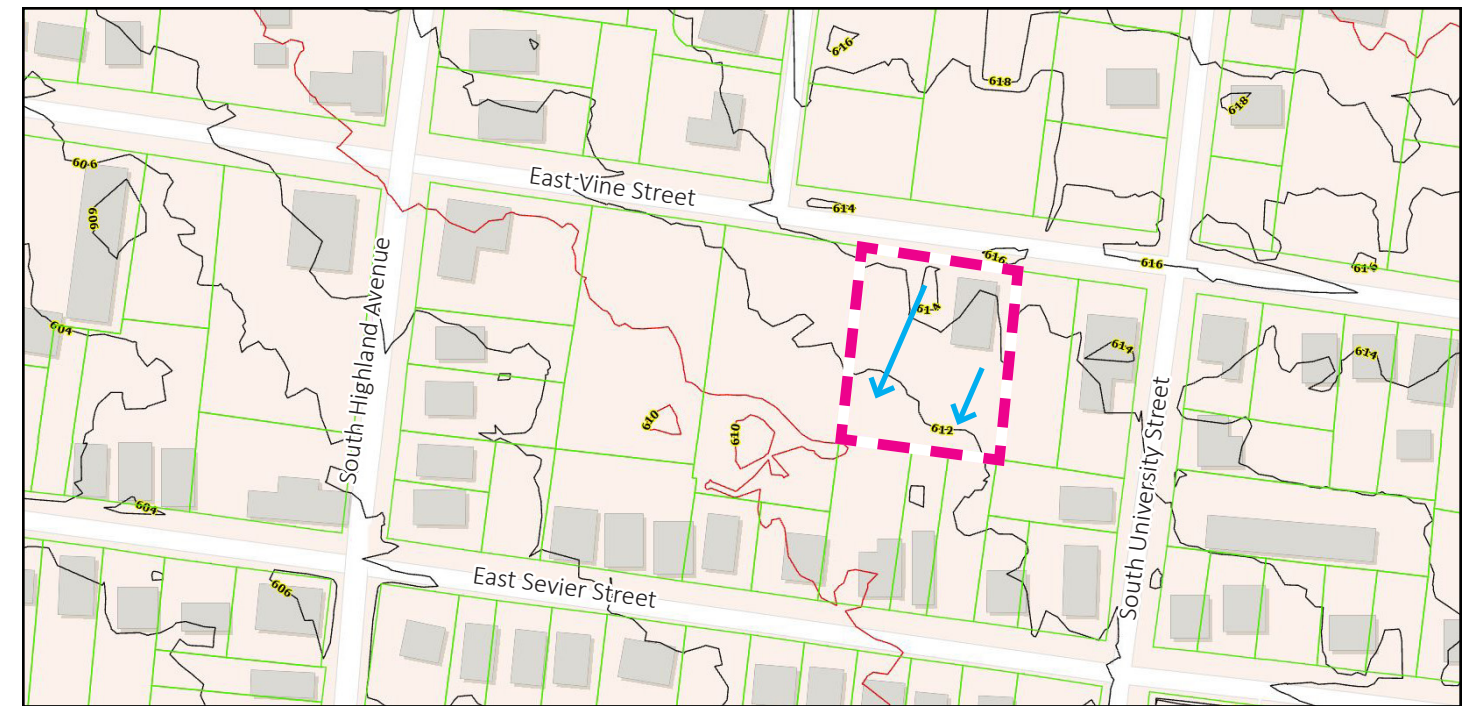


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 12 inch cast iron water line along East Vine Street for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service and setting a gang vault.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of East Vine Street. There is an existing 6" PVC service line into the property from East Vine Street. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. If the sewer main is extended into the site by more than 150 feet, a 30 foot wide sewer easement shall be required. Manhole must be set on existing line in street, requiring a road cut permit and mill, and overlay requirements. No doghouse manholes are allowed. Existing service to be cut and capped at the wye. Alternatives must be approved through the MWRD.






Electric service will be provided by Middle Tennessee Electric. Service will be extended from the north side of East Vine Street. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale

-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



Site Boundary

The topographic map above shows the site's topographic high point generally at the northeast corner of the property. From this high point, the property drains towards the southwest. Stormwater that drains off this site flows to the west before ultimately ending up in Lytle Creek.

No portions of this development are within a recorded floodway or floodplain per FEMA Flood Panel 47149C0260J eff. 05/09/2023.

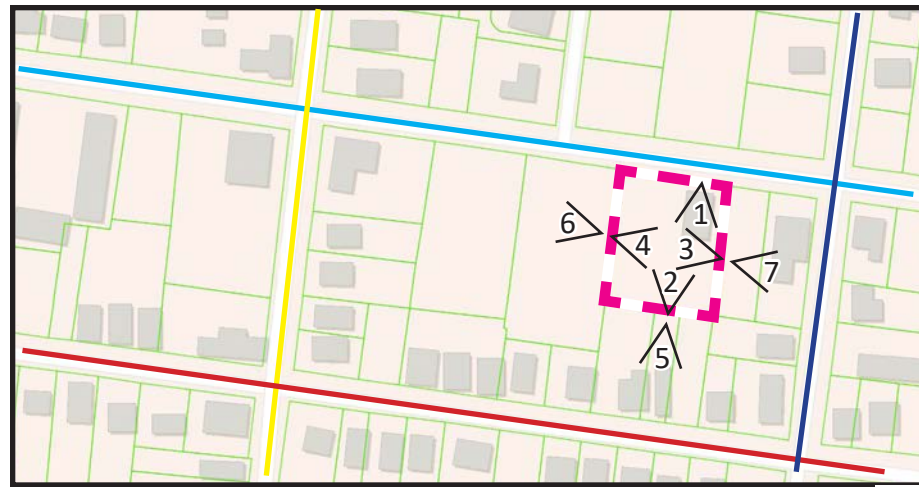


PHOTO DIRECTION MAP

Not To Scale

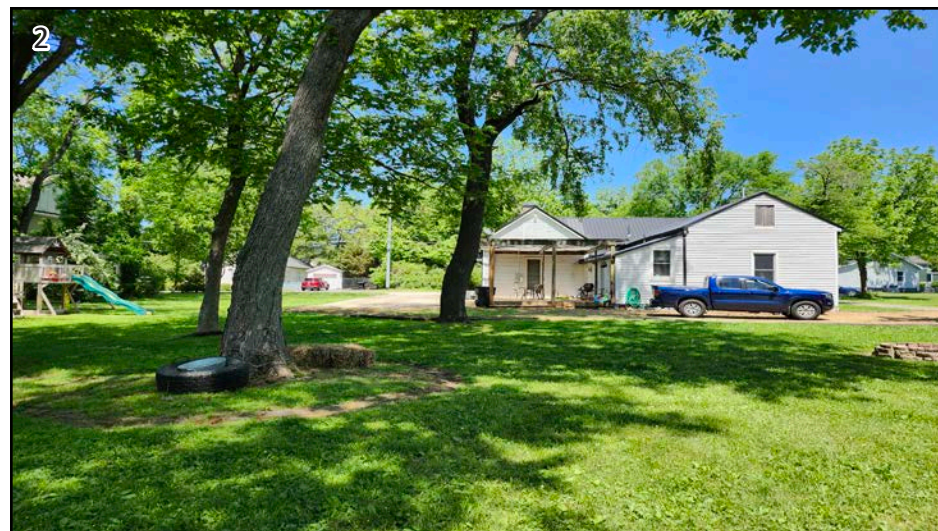
- East Vine Street
- South Highland Avenue
- East Sevier Street
- South University Street



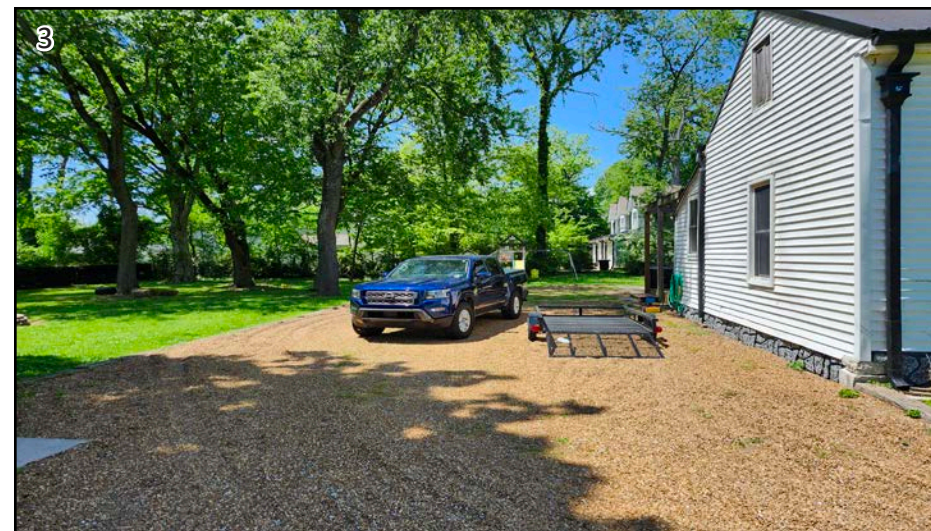
Site



VIEW EXISTING HOME FROM EAST VINE STREET LOOKING SOUTH



VIEW FROM EAST VINE STREET LOOKING SOUTH ON-SITE



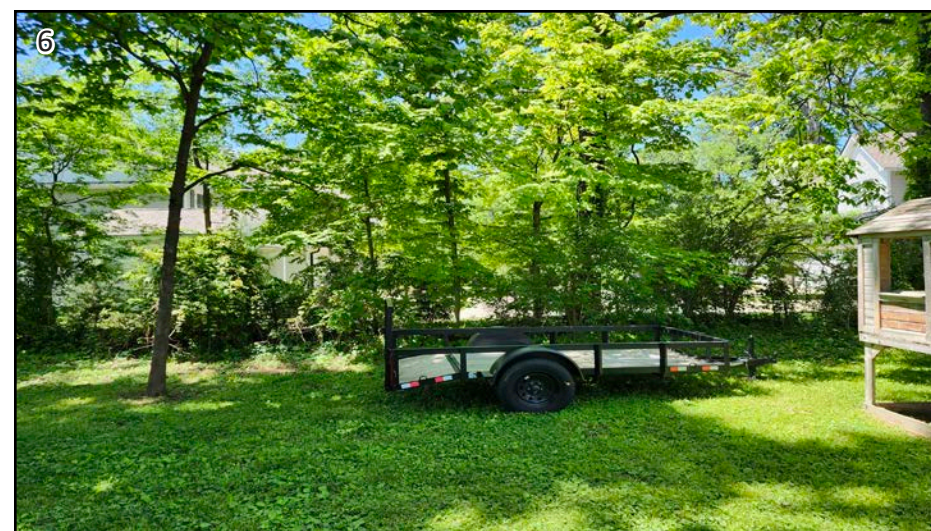
VIEW FROM MIDDLE OF SITE LOOKING WEST AT EXISTING NEIGHBOR'S FENCE



VIEW FROM MIDDLE OF SITE LOOKING WEST AT EXISTING NEIGHBOR'S FENCE



VIEW FROM SOUTHERN PERIMETER LOOKING SOUTH ONTO ADJACENT PROPERTY



VIEW FROM NEIGHBORING PROPERTY LOOKING WEST ON-SITE



VIEW FROM SOUTHERN BOUNDARY LOOKING NORTH TOWARDS EAST VINE STREET

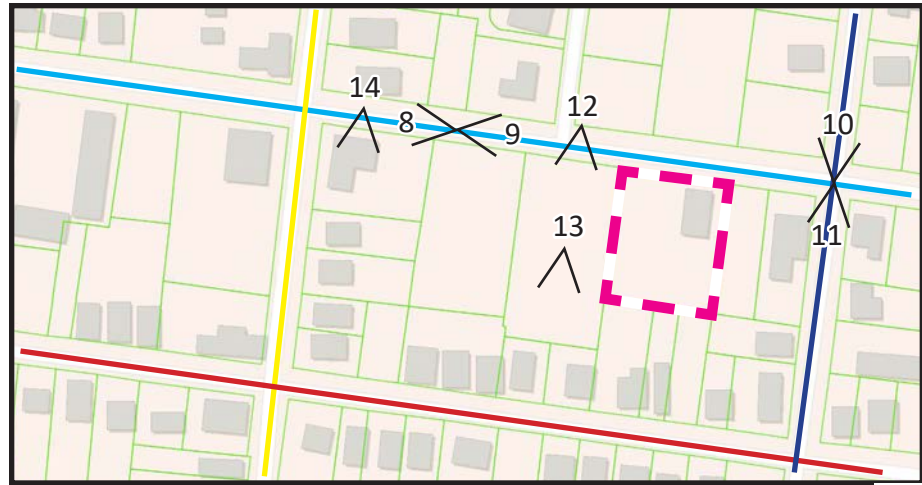


PHOTO DIRECTION MAP

Not To Scale

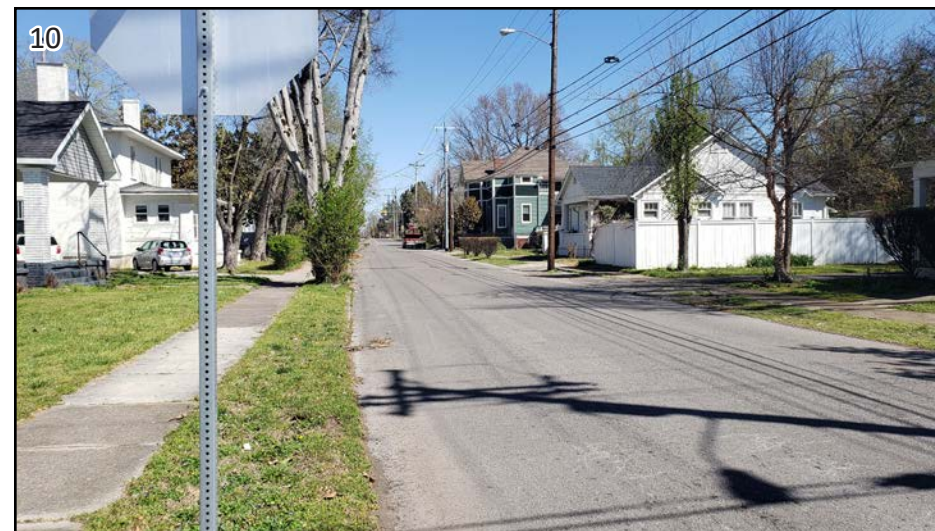
- East Vine Street
- South Highland Avenue
- East Sevier Street
- South University Street



VIEW FROM EAST VINE STREET ENTRANCE LOOKING WEST



VIEW FROM EAST VINE STREET ENTRANCE LOOKING EAST



VIEW FROM EAST VINE STREET/SOUTH UNIVERSITY STREET INTERSECTION LOOKING NORTH



VIEW FROM EAST VINE STREET/SOUTH UNIVERSITY STREET INTERSECTION LOOKING SOUTH



VIEW OF EXISTING EAST VINE STREET ELEVATION ON ADJACENT PROPERTY



VIEW OF EXISTING REAR ELEVATION ON ADJACENT PROPERTY



VIEW OF EXISTING FRONT ELEVATION ON ADJACENT PROPERTY

Site Data:







Total Land Area: ±0.57 Acres
 Total Number of Units: 4 Units
 Density: 5 Units/0.64 Acres = ±7.02 Units/Acre
 Maximum Lot Coverage Allowed: 50%
 Lot Coverage Provided: 29.5%

Required Open Space: ±0.10 Acres (15%)
 Min Provided Open Space: ±0.10 Acres (15%)
 Required Private Open Space: 200 SF (50 per Unit)
 Min Provided Private Open Space: 200 SF (50 per Unit)

Parking Requirements:

Number of Bedrooms Per Unit= 3 bedrooms
 (3 BR x 1 Space per BR) x 4 Units = 12 Spaces

Parking Provided:
 Surface Spaces = 8 Spaces
 Garage Spaces = 4 Spaces
 Visitor Spaces = 2 Spaces
 Total Parking Provided: 14 Spaces (of which 2 are surplus)

-  Duplex Units
-  Open Space
-  Roadway
-  Sidewalk
-  6' PVC Privacy Fence
-  4' PVC Privacy Fence

Site Setbacks

Front Build-to-Line (East Vine Street): 15-feet*
 Side Setbacks: 5-feet
 Rear Setback (Southern Perimeter): 20-feet**

*Front Build-to-Line shall apply to porches.
 **Rear Porches shall be permitted to encroach up to 5-ft into rear setbacks.





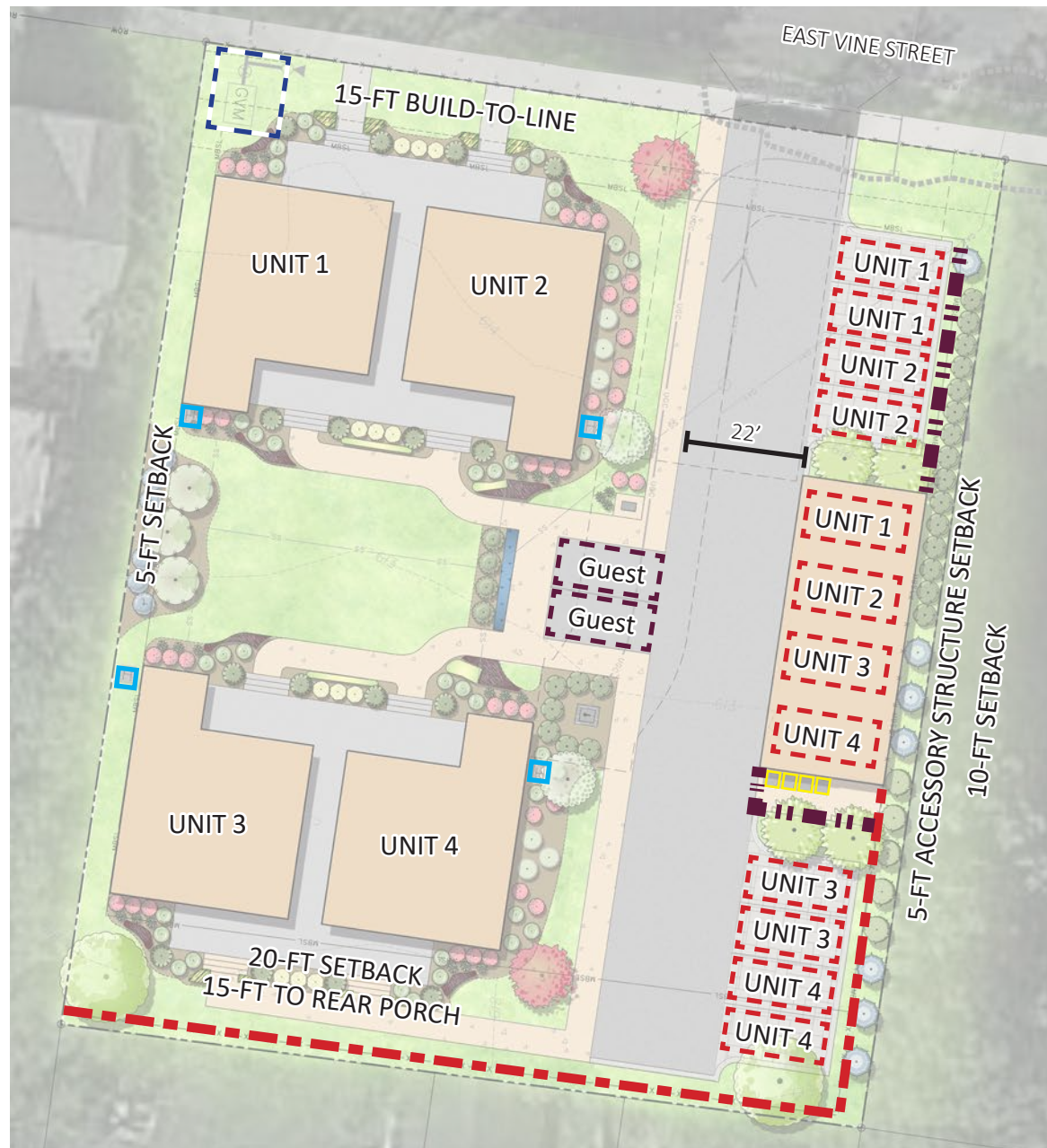
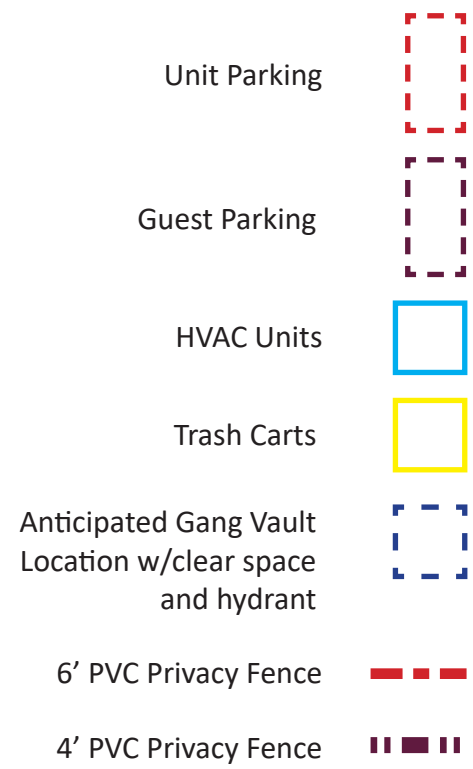
EXAMPLE OF CENTRALIZED MAIL KIOSK



EXAMPLE OF ON-SITE LIGHTING

Development Standards:

- 4 duplex units with 3 bedrooms each.
- Duplex units within this development shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the duplex units within the development shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- The garage spaces/units shall be assigned to a duplex unit. At no time will the garage be sold or leased separately from the assigned unit. This shall be recorded within the CC&Rs and enforced by the HOA.
- The units will be a minimum of 2,000 feet of living area.
- Each unit shall be recorded via a Horizontal Property Regime.
- An enhanced Landscape Planting Area will be constructed along the length of the eastern perimeter. The landscape shall consist of a single row of evergreen tree. The proposed landscape area, at garage locations, shall be modified to a single row of evergreen shrubs to accent the garages. Trees and shrubs planted in this buffer shall adhere to the plant size standards at initial installation per the City of Murfreesboro zoning ordinance.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Vine Street and along the side elevations facing the access drive.
- All mechanical equipment (i.e. HVAC and transformers) to be screened via shrubs or fencing.
- HVAC units will be located at the rear or side of each unit.
- All on-site utilities will be underground.
- Solid waste shall be handled via individual trash bins stored between the garages. Bins shall be rolled out to the street on the day of trash pick-up and rolled back after pick-up.
- Trash bins shall be screened from adjacent parcels via buildings, landscaping, or fencing.
- Mail service will be provided via a mail kiosk for all postal deliveries.
- On-site lighting shall comply with the City of Murfreesboro ordinance.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed, but is anticipated to utilize permeable pavers as shown in the site layout.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- The shared main drive, surface parking, and storm water system will be private and maintained by the H.O.A.



Example of 6' White PVC Privacy Fence



Example of 4' White PVC Privacy Fence

Site Setbacks

Front Build-to-Line (East Vine Street): 15-feet*
 Side Setbacks: 5-feet
 Rear Setback (Southern Perimeter): 20-feet**

* Front Build-to-Line shall apply to porches.
 ** Rear Porches shall be permitted to encroach up to 5-ft into rear setbacks.

Parking Requirements:

Number of Bedrooms Per Unit= 3 bedrooms
 (3 BR x 1 Space per BR) = 12 Spaces

Parking Provided:
 Surface Spaces = 8 Spaces
 Garage Spaces = 4 Spaces
 Visitor Spaces = 2 Spaces
 Total Parking Provided: 14 Spaces (of which 2 are a surplus)

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2-story
- All units will have a maximum of 3 bedrooms
- All units will have eaves
- Garages will have decorative doors with windows that will complement the building architecture.

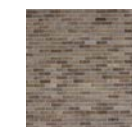
Building Materials:

All Elevations: Masonry Materials (Brick, Stone, Fiber Cement Board, etc.)
 Painted brick will only be allowed in base of front and rear porch columns

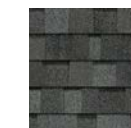
All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



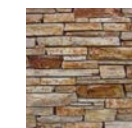
Example of Fiber Cement Board
 (Different colors will be allowed at water table)



Example of Brick
 (Different colors, cuts, patterns will be allowed at water table)



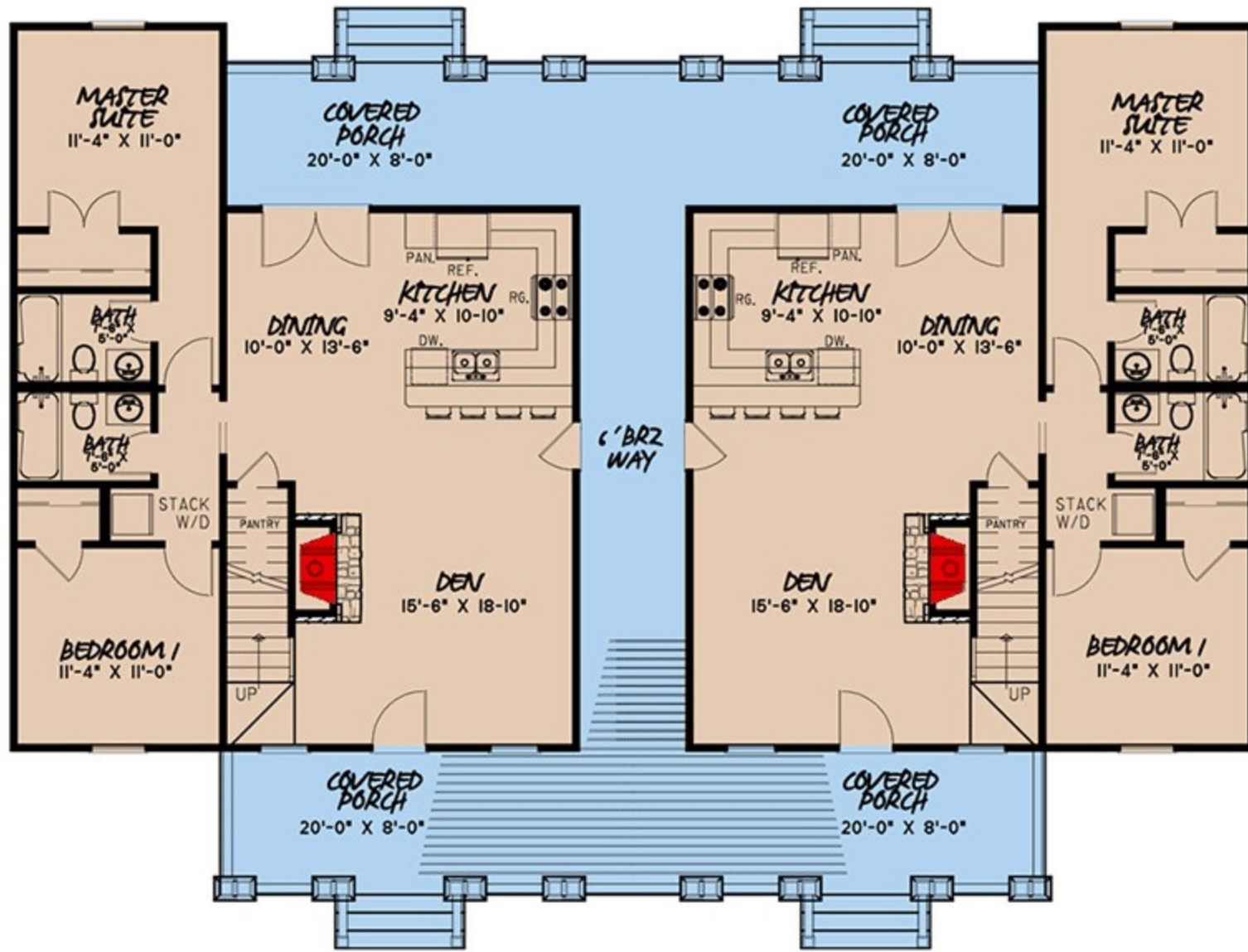
Example of Garage Asphalt Shingles
 (Different colors will be allowed)



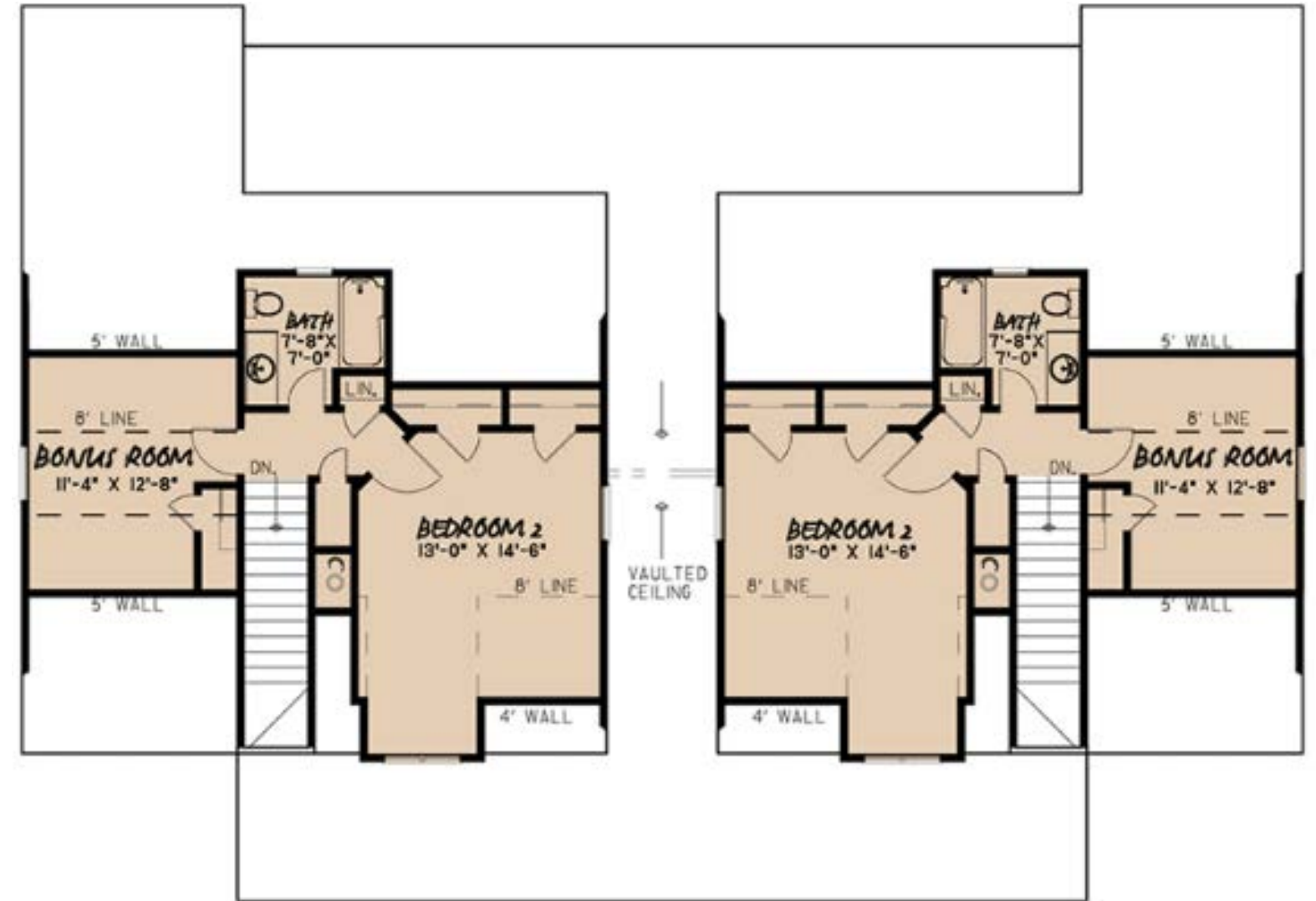
Example of Stone Veneer
 (Different colors, cuts, patterns will be allowed at water table)



Example of Standing Metal Seam Roof
 (Different colors will be allowed)



Example 1st Floor Plan



Example 2nd Floor Plan



Raised porch along East Vine Street shall include a min 18" water table.

Front elevation as seen from East Vine Street



Rear elevation as seen from center courtyard



Side elevation as seen from shared private drive



Rear elevation as seen from western property



Example of front garage elevation as seen from shared private drive garage

Garage Elevation facing private drive shall include a min 24" water table.



Rear garage elevation as seen from adjacent property



Side elevation as seen from East Vine Street

Side Garage Elevations shall include a min 24" water table.



Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the roadways around or within this development are slated for improvements. East Vine Street is a local roadway where all of the vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section without curb and gutter, however existing sidewalk is along the southern side of the street in front of this development.

As stated above, the primary means of ingress/egress from this site will be onto East Vine Street. The entrance is proposed to incorporate two travel lanes with a 22-ft asphalt width for proper circulation into and out of the development onto East Vine Street. There will be one lane for traffic entering this development as well as a single lane for traffic exiting the development. The illustration above shows the proposed entrance to the development. The illustration on the right shows the proposed vehicular and pedestrian circulation paths through the development.

The drives and parking areas within the development will be private, and built in accordance with Murfreesboro standards.



VEHICULAR CIRCULATION ———
 PEDESTRIAN CIRCULATION ———



With this request, The Enclave at Vine Street will be dedicating 0.09 acres (15% of the site) to open space. The open space areas will be comprised of usable open space and the yard along East Vine Street. Tenants, upon mutual agreement and HOA approval, will have the ability to add additional features in the Central Open Space. Such additions may consist of a community fire pit, an open play lawn, outdoor seating, grilling area, or pavilion. Additional amenities can be approved, pending tenant agreement and HOA approval within the Central Open Space.

LOCATION MAP - AMENITIES

Not To Scale



Example of Community Pavilion



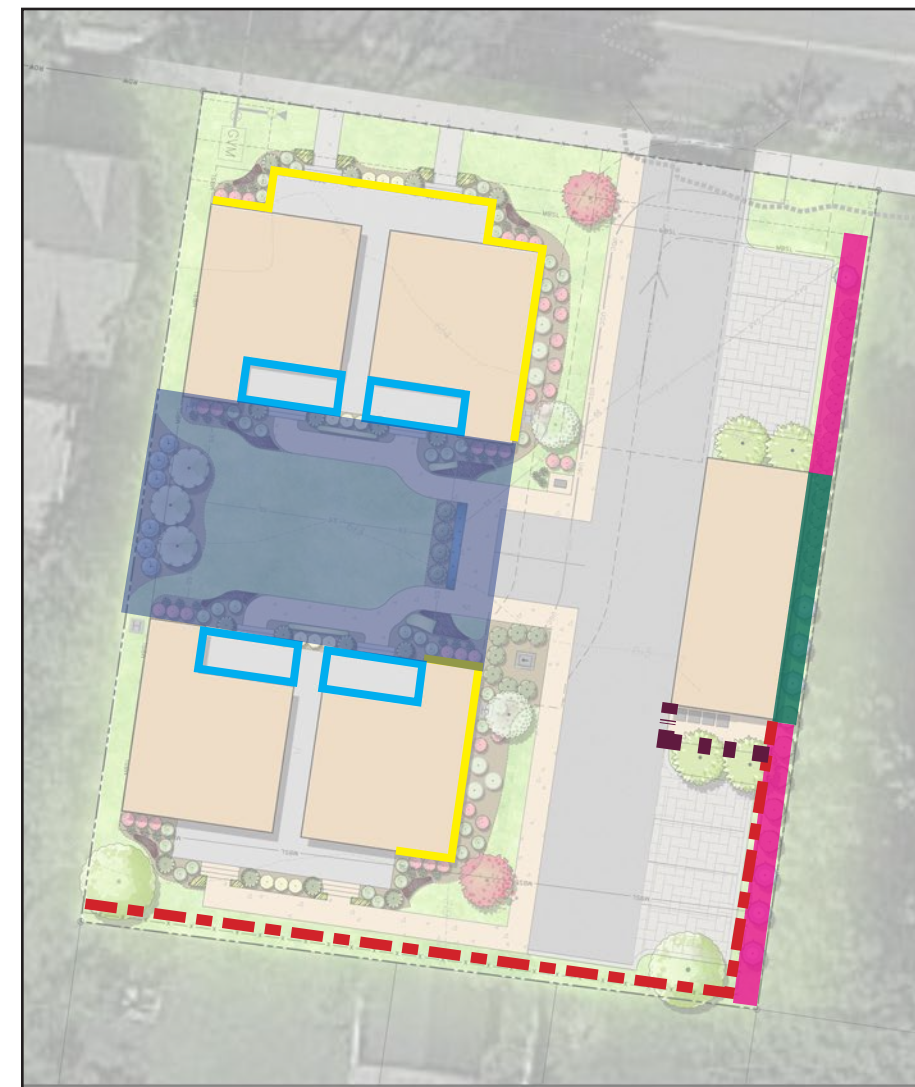
Example of Community Fire Pit



Example of Open Play Lawn



Example of Outdoor Seating



- Enhanced Landscape Planting (Evergreen Trees)
- Enhanced Landscape Planting (Evergreen Shrubs)
- 3-ft Wide Foundation Plantings
- Private Open Space (50 sqft per unit)
- Central Open Space
- 6' PVC Privacy Fence
- 4' PVC Privacy Fence

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below.

Landscaping Characteristics:

- A minimum 5 feet of landscape area between parking and all adjacent property lines.
- Public rights-of-way screened from parking by use of landscaping.
- An enhanced Landscape Planting Area will be constructed along the length of the eastern perimeter in lieu of a Type 'D' Buffer. The landscape shall consist of evergreen trees and shrubs. The proposed landscape, at garage locations, shall provide a single row of evergreen shrubs to accent the garages, locations not along the garages shall utilize evergreen trees. Trees and shrubs shall adhere to the plant size standards at initial installation per the City of Murfreesboro zoning ordinance.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste shall be handled via individual trash cans stored between the garages. Cans shall be rolled out to the street on the day of trash pick-up.
- Builder shall install sod in all front and secondary front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Vine Street and the side elevation facing the private drive. Foundation plantings shall not be required along any other foundation.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- A minimum of 50 square feet of private open space shall be provided for each unit in the form of front or rear porches per the City Core Overlay (CCO) standards.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits shown on Pages 3-7 provide the required materials.

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; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits shown on Pages 3-7 provide the required materials.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits shown on Pages 3-7 provide the required materials.

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; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The exhibits shown on pages 8-9 provide the required materials.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The exhibits shown on pages 8-9 provide the required materials.

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). These tabulations are for the PRD.

Total Site Area	24,631 sqft
Total Maximum Floor Area	6,400 sqft
Total Lot Area	24,631 sqft
Total Building Coverage	5,000 sqft
Total Drive/Parking Area	5,526 sqft
Total Right-Of-Way	N/A
Total Livable Space	19,105 sqft
Total Open Space	4,926 sqft
Floor Area Ratio (F.A.R.)	0.26
Livability Space Ratio (L.S.R.)	0.57
Open Space Ratio (O.S.R.)	0.80

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.

Response: The property is currently zoned RS-8 with CCO. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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;

Response: The project is anticipated to be developed 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.

Response: This requirement has been addressed on Page 9.

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.

Response: See Page 17 for requested exceptions and setbacks.

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

Response: This property is within the City Core Overlay District and the Airport Overlay District. This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J Eff. Date 05/09/2023.

12.) The location and proposed improvements of any street depicted on the Murfreesboro 2040 Major Transportation Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 14 discusses the 2040 Major Transportation 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.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is 520 Vine Street, LLC. Contact info for both is provided on Page 2.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 10-13 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: No signage is being proposed for this development.

RSA-2 & CCO COMPARISON

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	RSA-2	City Core Overlay District	Proposed PRD (SFA) Townhomes	Difference
Residential Density				
Maximum Dwelling Units Multi-Family	12 Units / Acre	N/A	7.02 / Acre	0
Minimum Lot Area	2,000 sqft per unit	N/A	6,000 sqft per unit	+6,000 sqft
Minimum Lot Width	20'	N/A	N/A	N/A
Minimum Setback Requirements				
Minimum Front Setback/Build-To-Line from East Vine Street	35'/NA	NA/16.5' (±2')	15'	0'
Front Porch Encroachment	5'	5'	0'	-5'
Minimum Side Setback	5'	5'	5'	0'
Minimum Rear Setback to Southern Property Line	20'	20'	20'	0'
Land Use Intensity Ratios				
MAX F.A.R.	1.0	1.0	None	N/A
Minimum Livable Space Ratio	0.5	0.5	.57	+.07
Minimum Open Space Ratio	.25	N/A	.80	N/A
Open Space Requirements				
Minimum Open Space Requirement	20%	15%	15% Per CCO	NA
Minimum Private Open Space Requirement	N/A	50 sqft a unit	50 sqft a unit	0 sqft
Minimum Formal Open Space Requirement	5%	0%	0%	0
Max Height	45'	35'	35'	0'
Lot Coverage	N/A	Maximum of 50%	Maximum of 50%	0%

REQUESTED EXCEPTIONS:

1. Requesting an exception to allow encroaching porches to impact up to 70% of the buildings façade versus the 50% CCO Standard.
2. Allow a 5' modified planting area / fencing along the eastern property line versus a 15' wide type "D" buffer in this area.
3. Eliminate the 'base of building plantings' along the west side of the buildings and follow the more focused landscape near the central open space.
4. Eliminate 'perimeter planting' requirements, and use the alternative layout shown in the program book.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Ben Newman, Dir. of Land Management & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Sloane Lewis, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Deputy City Attorney
John Tully, Assistant City Attorney

1. Call to order.

Mr. Matthew Blomeley, acting as Chair Pro Tem, called the meeting to order at 6:00 P.M.

2. Determination of a quorum.

Mr. Matthew Blomeley determined that a quorum was present.

Continuing, Mr. Matthew Blomeley recognized the newest Planning Commissioner, Mr. Tristan Carroll, who is attending his first meeting.

3. Public Comments.

Mr. Matthew Blomeley announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Election of Chair and Vice-Chair for 2024-2025.

Mr. Matthew Blomeley opened the floor for the nomination of the 2024-2025 Planning Commission Chair.

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JULY 10, 2024**

5. **Approve minutes of the June 13, 2024 and June 19, 2024 Planning Commission meetings.**

Mr. Shawn Wright made a motion to approve the minutes of June 13, 2024 and June 19, 2024 Planning Commission meetings; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Shawn Wright

Nay: None

6. **Public Hearings and Recommendations to Council**

Zoning application [2024-407] for approximately 0.57 acres located along East Vine Street to be rezoned from RS-8 & CCO to PRD & CCO (Enclave at Vine Street PRD), Big Red Holdings, LLC applicant. Ms. Holly Smyth 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. Brian Grover (landscape architect) was in attendance representing the application. Mr. Brian Grover 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.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2024

Continuing, Mr. Brian Grover stated the decorative garage doors would include windows. This detail would be added to the applicant's pattern book.

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.

Ms. Jami Averwater stated there were discrepancies with the parking space totals in the applicant's pattern book. Mr. Brian Grover made certain he would update the pattern book with the correct parking totals.

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

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Shawn Wright

Nay: None

7. Public Hearings

Street renaming [2024-902] to rename a segment of Butler Drive north of Joe B Jackson Parkway to "Kenny Pipe Court", City of Murfreesboro Administration Department applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

ORDINANCE 24-OZ-26 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 0.57 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Residential Development (PRD) District and City Core Overlay (CCO) (Enclave at Vine Street PRD); Big Red Holdings, LLC, applicant [2024-407].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District and City Core Overlay (CCO), 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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 24-OZ-26

GAYLE LN

RS-8

RS-8

Area rezoned
from RS-8 & CCO
to PRD & CCO

E VINE ST

PRD

PRD

RS-8

S UNIVERSITY ST

RS-4

RM-16

RM-16

RS-4

E SEVIER ST

RS-4

RS-4

N



COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Sewer Allocation Variance- Veterans Parkway – Overall Creek Shops

Department: Planning

Presented by: Brad Barbee, Principal Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

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

Background Information

A site plan was approved in 2021 for a multi-tenant commercial center called Overall Creek Shops located along the west side of Veterans Parkway north of Franklin Road. The property is zoned Commercial Highway (CH), which only allows 2.5 single family units (sfu) per acre. Since the original approval of the commercial center site plan, the developer has added food services uses to his tenant mix, increasing the demand for sanitary sewer.

The subject lot is ≈2.03 acres in size, allowing for only 5.0 sfu. The anticipated usage is approximately 6.85 sfu; therefore, the proposed commercial center requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

Council Priorities Served

Improve economic development

The proposed commercial center will create jobs within the community and provide the City and MWRD additional revenue. In addition, it will add commercial food service uses for the growing number of rooftops in the vicinity.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density

requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Overall Creek Shops site plan
3. Memo from MWRD

July 24, 2024

Mr. Ben Newman, Director of Land Management and Planning
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
Email: bnewman@murfreesborotn.gov

Re: Sewer Allocation Variance Request
Overall Creek Shops
Veterans Parkway
Murfreesboro, TN

Dear Mr. Newman:

Huddleston-Steele Engineering, Inc., hereby requests a variance from the City's Sewer Allocation Ordinance for Overall Creek Shops proposed on the west side of Veterans Parkway north of Old Fort Parkway in Murfreesboro, Tennessee. This development is to contain a 1,950 SF sandwich shop, a 3,250 SF Mexican restaurant with a 450 SF patio, and a 9,900 SF liquor store as shown on the attached Site Plan.

The City's Sewer Allocation Ordinance specifies the following allowed sewage flow without a variance for Overall Creek Shops:

2.03 acres
x 2.5 single family units (SFU) per acre
x 260 gallons per day (GPD) per SFU
1319.5 GPD

Average gallons per day (GPD) for this development is based on average usage flows for similar developments for which actual average usage is provided (see attachment) as follows:

Sandwich Shop:	201.91 GPD
Mexican Restaurant:	1506.97 GPD
Liquor Store:	72.84 GPD
TOTAL:	1781.7 GPD

A variance from the City's Sewer Allocation Ordinance to allow for the 1781.7 GPD instead of the 1319.5 GPD (a very minimal difference) will allow a first-class commercial development to serve this area of the City. This type of development will be a great benefit for the public good, providing restaurant options and a liquor store to serve this side of the city.

We request this variance from the City's Sewer Allocation Ordinance to allow for this development that will benefit this part of the City.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

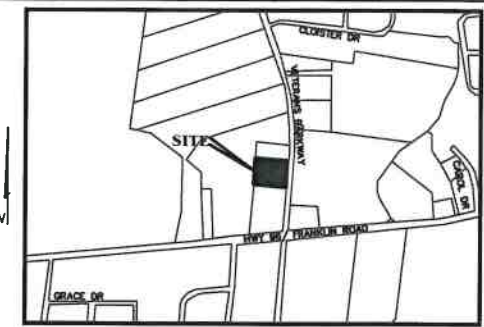


William H. Huddleston IV, P.E., R.L.S.

Copy: Ms. Valerie Smith
Murfreesboro Water Resources Department
vsmith@murfreesborotn.gov

Mr. Matthew Blomeley
Murfreesboro Planning Department
mblomeley@murfreesborotn.gov

Mr. Richard Donovan
Murfreesboro Planning Department
rdonovan@murfreesborotn.gov



LOCATION MAP
N.T.S.

LEGEND

- # Power Pole
 - ▲ Proposed Fire Hydrant
 - Existing Fire Hydrant
 - Reducer
 - Gate Valve & Box
 - Wall Mounted Light
 - Light Pole
 - Concrete Throat Block
 - Existing Water Line
 - Proposed Water Line
 - Existing Sanitary Sewer Line
 - Proposed Sanitary Sewer Line
 - Existing Manhole
 - Proposed Manhole
 - Sewer Line Check Dam
 - Existing Contour
 - Proposed Contour
 - Existing Spot Elevations
 - Proposed Spot Elevations
 - Station Fence
- (to be installed before grading and left in place until a good stand of grass is established over all disturbed areas.)
- Porous Pavers
 - Existing Telephone & Electric Line
 - Existing Underground Electric Line
 - Corrugated Metal Pipe
 - Reinforced Concrete Pipe
 - GAS LINE
 - OVERHEAD ELECTRIC AND TELEPHONE

SITE DATA
 ACRES: 2.02±
 LIQUOR STORE: 8,800± S.F.
 RESTAURANT UNIT A: 1,850 TOTAL S.F.± (1,750 NET S.F.±)
 RESTAURANT UNIT B: 3,250 TOTAL S.F.± (2,536 NET S.F.±)
 TOTAL BUILDING SIZE: 15,100 S.F.±
 NET RESTAURANT S.F./TOTAL BUILDING S.F. = 1,750 S.F.± / 15,100 S.F.± = 450 S.F.±(PATIO) = 4,736 S.F.± / 15,100 S.F.±(100) = 31%

ROOF TOP MOUNTED HVAC, SCREENED BY PARAPET WALLS

PARKING REQUIRED:
 1 SPACE/2225 S.F.
 15,100 S.F./2225 S.F. = 67.11

PARKING PROVIDED: 67 SPACES
 PARKING PROVIDED BY SPACES + H.C. + 3 CURB SIDE PICKUP SPACES

EXISTING IMPERVIOUS AREA: 17,998 S.F.
 PROPOSED IMPERVIOUS AREA: 54,142 S.F.

- STANDARD NOTES**
- IN ACCORDANCE WITH TENN. SECTION 7-2-300(a)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL OBTAIN ALL PROVISIONS OF CABLE OR VIDEO SERVICES FROM THE CITY OF MEMPHIS BEFORE ANY CONSTRUCTION BEGINS. THE CITY OF MEMPHIS WILL BE RESPONSIBLE FOR THE INSTALLATION OF CONDUIT, PEDESTALS OR VALVES, AND LATERALS REFERRED TO AS "COMPONENT," TO BE PROVIDED AT EACH SUCH PROVIDER'S EXPENSE.
 - ALL SIGNAGE INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO INSPECTION REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
 - A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT SHALL BE MADE WITH THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR SIGNAGE OF A LAND DISTURBANCE PERMIT.
 - FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
 - IN TENNESSEE, IT IS A REQUIREMENT FOR THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) WORKING DAYS PRIOR TO THE START OF SUCH EXCAVATION. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM THE COUNTY REGISTER OF DEEDS. THESE UTILITIES THAT PARTICIPATE IN THE TENNESSEE GULL SYSTEM CAN BE NOTIFIED BY CALLING TOLL FREE 1-800-333-TITLE.
 - UNDERGROUND UTILITIES SHOWN WERE LOCATED USING AVAILABLE EVIDENCE, AND ALSO FROM INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES. THE EXISTENCE OF HIGH-CAPACITY UTILITIES SHOWN OR ADJACENT UTILITIES SHOWN WITH THE UTILITY OWNER PRIOR TO COMMENCING ANY WORK.
 - PARAPETS MAY BE SUBJECT TO ADDITIONAL EASEMENTS AND/OR RESTRICTIONS BY RECORD OR PRESCRIPTION, THAT A COMPLETE TITLE SEARCH MAY REVEAL.
 - THE OWNER/DEVELOPER, FOR BUDGET PURPOSES, SHOULD CHECK WITH THE MEMPHIS WATER AND SEWER DEPARTMENT FOR CONNECTION FEES WHICH MAY BE SUBSTANTIAL.
 - CONTRACTORS FOR SEWER WORK MUST BE APPROVED BY THE CITY OF MEMPHIS.
 - EVIDENCE OF A LAND DISTURBANCE PERMIT, WHICH INCLUDES AN EROSION PREVENTION PLAN AND A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT MUST BE PROVIDED TO THE CITY'S ENVIRONMENTAL ENGINEER PRIOR TO CONSTRUCTION COMMENCEMENT. AN EROSION PREVENTION PERMIT CONTROL (EPC) PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) INCLUDING DRAINAGE CALCULATION AND DRAINAGE AREA MAPS ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY ENVIRONMENTAL ENGINEER PRIOR TO ANY PERMIT ISSUANCE.
 - UNDER THE CURRENT APPLICABLE FLOODING CODE, THE CITY OF MEMPHIS REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING THE HIGHEST MANHOLE THAT IT IS UPSTREAM OF THE SEWER SERVICE LINE. AS AN ALTERNATE, THE ENGINEER SHALL INSTALL A BACKFLOW VALVE FOR THE PLUMBING CODE AND EXISTING AND RECORD RELEASE OF PRESSURE FROM THE CITY OF MEMPHIS WITH REGARD TO THE SANITARY SEWER CONNECTION. THE BUILDER AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THIS REQUIREMENT.
 - OWNER/DEVELOPER IS RESPONSIBLE FOR ABANDONING ALL EXISTING TAPS ACCORDING TO CSD AND UNDER CSD SUPERVISION THAT WILL NO LONGER BE UTILIZED.
 - CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEERING IN THE CITY TRANSPORTATION DEPARTMENT TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
 - A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MAINTENANCE OF THE TREATMENT PROTECTION VOLUME MUST BE PROVIDED.
 - AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE CITY ENGINEER PRIOR TO THE EVIDENCE OF OCCUPANCY.
 - A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE EVIDENCE OF A BUILDING PERMIT.
 - A STORMWATER FACILITIES AND OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO EVIDENCE OF A BUILDING PERMIT.
 - THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.

#	DATE	REVISION DESCRIPTION
1	5/12/21	ORIGINAL ISSUE
2	6/03/21	ADDRESSED STAFF COMMENTS
3	11/30/21	ADDRESSED ENGINEER'S COMMENTS
4	12/20/21	ADDRESSED CUD COMMENTS
5	7/7/23	REVISED REAR OF BUILDING
6	12/18/23	REVISED DRIVE-THRU LOCATION
7	4/5/24	REVISED BACK PATIO AREA AND RELOCATED DUMPSTER

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

FOR REVIEW ONLY

Site Plan
OVERALL CREEK SHOPS

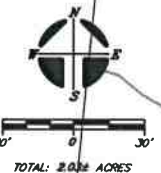
7th CIVIL DISTRICT - RUTHERFORD COUNTY - TN

DATE: JUNE, 2024 SCALE: 1"=30' SH. 2 OF 9

PS HUDDLESTON-STEEL
 145 N.W. BRINDY STREET, MEMPHIS, TN 37128
 TELEPHONE: (915)983-4084, FAX: (915)983-6580

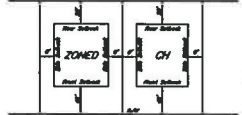
093 07101
 INVEST HOMES LLC
 ZONE: PRD
 RB: 2106 PG: 1923

PROPOSED SIDEWALK



- LEGEND FOR MONUMENTS**
- IPS ○ IRON PIN SET
 - IPF ○ IRON PIN FIND
 - RAILROAD SPIKE
 - FENCE
 - SURVEY POINT
 - ▲ NAIL
 - CONC. MARKER FND.

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

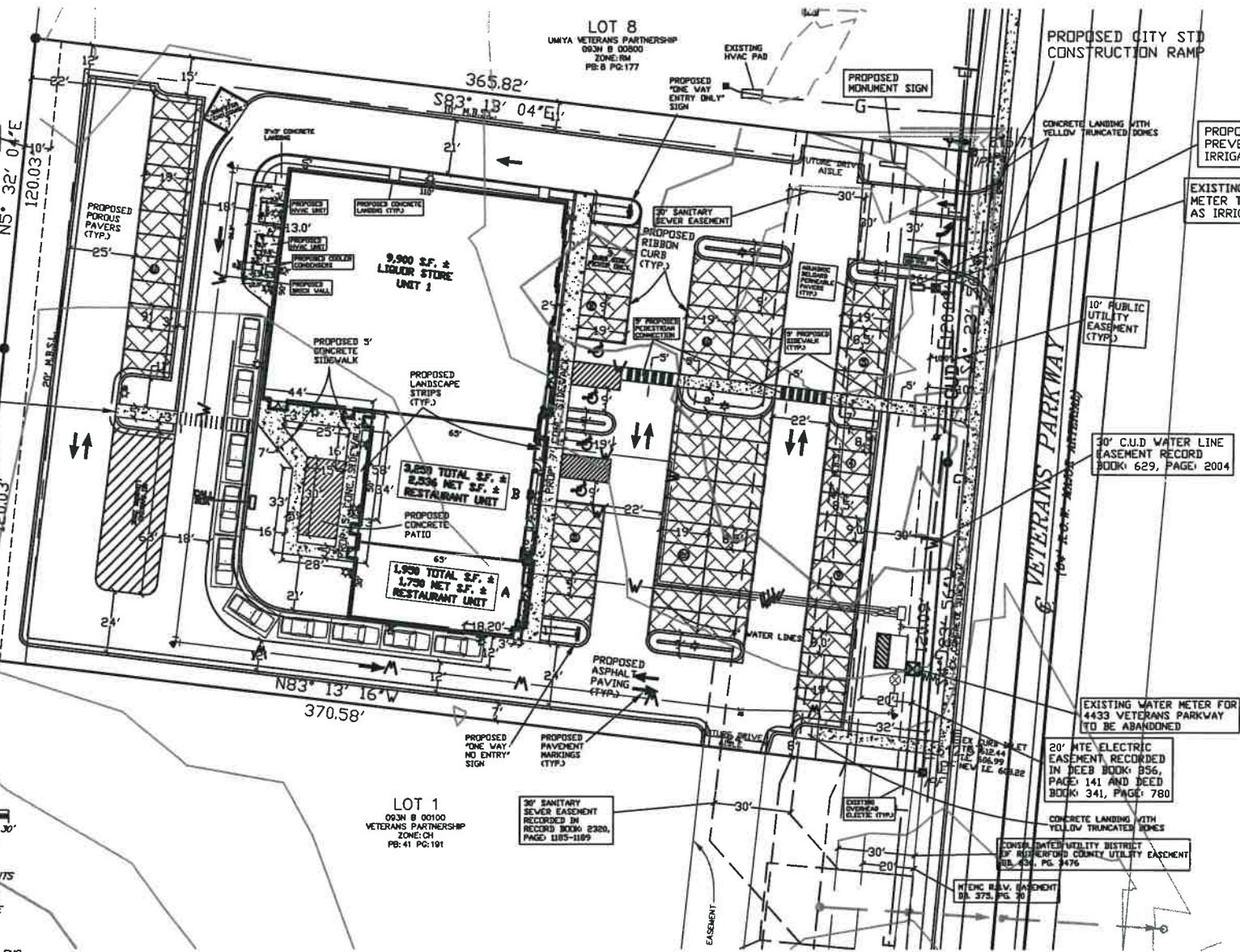


TYPICAL BUILDING SETBACK DETAIL

*The minimum side yard shall apply only if the property abuts or is adjacent to a property zoned or used for residential purposes or the residential portion of an approved planned development. Otherwise, no side yard is required.

OWNER: OVERALL CREEK PARTNERS
 ADDRESS: 144 CASON LN
 MEMPHIS, TN 37128
 TAX MAP: 093N / GROUP: B / PARCEL: 7.00
 LOT 7 ZONING: CH
 PB: 8 PG: 177
 TAX MAP: 091G / GROUP: D / PARCEL: 6.00
 LOT 8 ZONING: CH
 PB: 8 PG: 177
 FLOOD MAP PANEL: 47149 C0225H ZONE: X
 FLOOD MAP DATED: JANUARY 05, 2007

NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOWN AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.



LOT 8
 UNYA VETERANS PARTNERSHIP
 093N B 00800
 ZONE: RM
 PB: 8 PG: 177

LOT 1
 093N B 00100
 VETERANS PARTNERSHIP
 ZONE: CH
 PB: 41 PG: 191

PROPOSED CITY ST
 CONSTRUCTION RAMP

PROPOSED BACKFLOW
 PREVENTER (RP) FOR
 IRRIGATION SYSTEM

EXISTING WATER
 METER TO BE USED
 AS IRRIGATION METER

30" C.U.D WATER LINE
 EASEMENT RECORD
 BOOK: 629, PAGE: 2004

EXISTING WATER METER FOR
 4433 VETERANS PARKWAY
 TO BE ABANDONED

CONCRETE LANDING WITH
 YELLOW TRUNCATED DOWNS

CONCRETE LANDING WITH
 YELLOW TRUNCATED DOWNS

CONCRETE LANDING WITH
 YELLOW TRUNCATED DOWNS

CONCRETE LANDING WITH
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CONCRETE LANDING WITH
 YELLOW TRUNCATED DOWNS

CONCRETE LANDING WITH
 YELLOW TRUNCATED DOWNS



... creating a better quality of life

MEMORANDUM

DATE: August 6, 2024

TO: Ben Newman

FROM: Valerie H. Smith
Overall Creek Shops
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

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

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF13B currently has capacity for 4493 connections. By committing sewer service to this development, staff has determined that Basin 13B's sewer connection capacity will be reduced by 1 connection, resulting in 4492 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 1782 gallons per day (gpd) or 6.85 sfu's, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, 2.03 acres, the property is allowed 5.0 sfu's. Therefore, the development is requesting a variance of approximately 2 sfu's.

The Veterans Parkway @ Hwy 96 intersection is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Ordinance 24-O-25 – Ethics Code

Department: Legal

Presented by: Adam F. Tucker

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Ordinance 24-O-25 would codify as part of the Murfreesboro City Code a new ethics code for City officials and employees

Staff Recommendation

Adopt Ordinance 24-O-25

Background Information

The City’s ethical standards for City officials and employees are currently spread across multiple sections of the Employee Handbook. The proposed ordinance would consolidate the standards in these various policies into a single article within the Murfreesboro City Code and provide greater clarity regarding the application of these standards, as well as add additional standards consistent with those adopted by other municipalities in Tennessee.

A notable weakness of the City’s current ethical policies is that there are not well-defined procedures for investigating ethics complaints. Moreover, there is no clear mechanism for ruling on or taking action in response to ethics complaints. The ordinance seeks to remedy both issues by establishing clear procedures for handling ethics complaints

The proposed ordinance draws on various sources, including: MTAS’s Model Code of Ethics and ethics policies of Metro Nashville, Franklin, Brentwood, Clarksville, and Lebanon.

Council Priorities Served

Establish strong City brand

Trust and confidence in government requires that government officials and employees act with honesty, integrity, and impartiality, and it is the responsibility of all City officials and employees to perform their jobs in a manner that fosters this public trust.

Operational Issues

None

Fiscal Impact

None

Attachments

Ordinance 24-O-25

ORDINANCE 24-O-25 amending the Murfreesboro City Code, Chapter 2, Administration, Article XV, adopting an ethics code for City officials and employees.

WHEREAS, honesty, integrity, impartiality, and ethical conduct on the part of government officials and employees are essential to effective government and to maintaining the public's trust and confidence in government; and

WHEREAS, it is, therefore, the responsibility of all City officials and employees to perform their jobs in a manner that fosters this public trust by providing quality service, avoiding conflicts of interest or use of their position for personal gain, or by remaining accountable to the City's residents; and

WHEREAS, it is the will of City Council to establish an ethics code establishing ethical standards for City officials and employees.

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

SECTION 1. Chapter 2, Administration, Article XV of the Murfreesboro City Code is hereby amended by changing the title of Article XV from "Reserved" to "Ethics Code" and replacing the current reserved sections as follows:

Section 2-315 Declaration of Policy.

Honesty, integrity, impartiality, and ethical conduct on the part of government officials and employees are essential to effective government and to maintaining the public's trust and confidence in government. It is, therefore, the responsibility of all City officials and employees to perform their jobs in a manner that fosters this public trust by providing quality service, by avoiding conflicts of interest or use of their position for personal gain, or by remaining accountable to the City's residents.

Section 2-316 Applicability and interpretation.

(A) The article sets forth the ethics code for the City of Murfreesboro ("Ethics Code"). Except as otherwise provided in this article, the Ethics Code applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including to officials serving on or employed by any board, commission, committee, authority, corporation, or other instrumentality appointed or created by the City.

(B) Acts or omissions proscribed by the Ethics Code may also violate state or federal law. This chapter is not intended to supersede any such law. In any situation in which an act or omission constitutes a conflict of interest under either the Ethics Code or state law or under both the Ethics Code and state law, the more restrictive provision shall apply.

(C) The interpretations of the Tennessee Ethics Commission shall serve as guidance in interpreting this chapter. In the absence of applicable guidance, the Ethics Code shall be interpreted and enforced from the standpoint of a reasonable person evaluating all the relevant facts and circumstances.

Section 2-317 Definitions.

For purposes of this article, the following terms shall have the meanings ascribed to them in this section:

Censure means an expression of severe criticism or reproach.

City means the City of Murfreesboro, Tennessee, and includes, without limitation, the City Council and any board, commission, committee, authority, corporation, department, or other instrumentality appointed or created by the City Council.

Conflict of interest means a direct or indirect interest, financial or otherwise, that conflicts, or appears to conflict, with an official's or employee's governmental duties or responsibilities.

Decision means a decision, approval, disapproval, recommendation, investigation, or rendering of advice by or on behalf of the City or any of its boards, commissions, committees, or departments.

De minimis value means a fair market value of less than one hundred dollars (\$100);

Direct interest and *directly interested* shall have the same meanings as such terms are defined in T.C.A. § 6-54-107 and § 12-4-101, respectively.

Employment interest means a situation in which an official or employee or an immediate family member is employed by or is negotiating possible employment with a person or entity.

Financial interest means ownership or equity interest, beneficial interest, stake, lending of credit, employment, or any other endeavor that yields or is reasonably expected to yield or produce some monetary gain or other material thing of value for a person.

Gift means the transfer of anything of economic value, regardless of form, without adequate and lawful consideration. A gift includes a subscription, membership, loan, forgiveness of debt, advance or deposit of money, or anything of value conveyed or transferred. It does not include the solicitation, making, or acceptance of a campaign contribution otherwise reported as required by law, a commercially reasonable loan made in the ordinary course of business, or a gift received from a member of the person's immediate family or from a relative within the third degree of consanguinity of the person or of the person's spouse, or from the spouse of any such relative. It also does not include the waiver of a registration fee for a conference or educational seminar.

Giver means that person, firm, entity, or institution that gives for the purpose of lobbying a gift, honorarium or other thing of value that meets the definition of lobbyist, as these terms are found in T.C.A. § 3-6-301.

Honorarium means payment of money or anything of value for an appearance, speech, or article, but does not include actual and necessary travel expenses, meals and lodging associated with such appearance, speech, or article.

Immediate family includes an official's or employee's spouse, parents, parents-in-law, stepparents, grandparents, siblings, children, stepchildren, grandchildren, and the spouses thereof.

Indirect interest and *indirectly interested* shall have the same meanings as such terms are defined in T.C.A. § 6-54-107 and § 12-4-101, respectively.

Material or *materially* means something that a reasonable person would consider important in assessing or determining how to act in a matter.

Material financial interest means (1) remuneration from employment or for services as an independent contractor in excess of \$1,000 per year; (2) ownership of a

non-managerial equity interest in excess of \$5,000 in any privately held entity or of one percent or greater of any publicly traded company; (3) a managerial interest in an entity, whether compensated or not; (4) an interest as a trustee, director, or officer in an entity; (5) status as a creditor of a person or entity where the face of the debt is \$5,000 or more; or (6) any other financial or beneficial interest, which in view of the circumstances, is substantial enough that it would, or could reasonably, affect or influence a person's decision on a matter

Matter includes, but is not limited to, a legislative, judicial, quasi-judicial, or administrative matter, proposal, proceeding, application, request for ruling or determination, contract or claim involving the City.

Official means the Mayor, members of the City Council, and any individual appointed by the City Council to City boards, commissions, committees, authorities, or instrumentalities established by law or this article.

Personal interest means:

- (a) Any ownership, employment, or financial interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
- (b) Any ownership, employment, or financial interest in a matter to be regulated or supervised; or
- (c) Any ownership, employment, or financial interest of the official's or employee's immediate family.

Reasonable or *reasonably* when used in relation to conduct by an official or employee denotes the conduct of a reasonably prudent and competent public servant.

Section 2-318 Standards of conduct.

(A) *General Standards.* City officials and employees shall not:

(1) Accept or solicit, for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the course of discharging their official duties whether in the form of a vote or other action;

(2) Accept or solicit bribery;

(3) Accept or solicit money or anything of value, other than in compliance with election campaign laws and fully reported pursuant to the same, irrespective of the payor's intent, if such payment or solicitation is in any way directly or indirectly related to their official duties or position;

(4) Accept or solicit any promise of any benefit, direct or indirect, to themselves, immediate family members, or their employer (if the employer is other than the City) that the official or employee believes or should reasonably believe was intended to influence action taken in their official capacity;

(5) Receive or use any City property, service, or funds for their personal gain or advantage or that of any immediate family member, except as permitted by law, where the use of City property or service is made available to such officials and employees on the same terms as the general public, or where use of such property or service is made available to such officials and employees as a benefit of employment;

(6) Use for personal gain or advantage, or that of an immediate family member or employer, information pertaining to the City government that is not a matter of common public knowledge, or use their position to secure information about any person or entity for any purpose other than the performance of their official duties;

(7) Use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reason of their positions;

(8) Use their position with the City to obtain personal financial gain or otherwise to secure unwarranted privileges or exemptions for themselves, immediate family members, or others that is not authorized by the charter, general law, or ordinance or policy of the City, provided, however, that this provision does not preclude City officials and employees from acting in a manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;

(9) Make or attempt to make private purchases, for cash or otherwise, in the name of the municipality;

(10) Participate in making or influencing any decision or action on behalf of the City in which they know that they have a material financial interest distinguishable from that of the public generally or from that of other City officials or employees generally;

(11) Conduct themselves in such a way as to create a reasonable impression that a person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position, or influence of any person;

(12) Solicit, approve by vote or otherwise, oversee, or supervise in any manner or any contract in which the official or employee has a direct interest;

(13) Solicit, approve by vote or otherwise, oversee, or supervise in any manner any work or any contract in which the official or employee has an indirect interest without disclosing such interest as required by state law and the Ethics Code;

(14) Violate the requirements established by state law regulating the conduct of municipal officials and employees, including, without limitation, statutes and rules related to direct or indirect conflicts of interest, consulting, and lobbying;

(16) Fail or refuse to file in a timely manner any disclosure statement required by the Ethics Code or any other law or ordinance; and

(17) Act in violation of any other provision of the Ethics Code.

(B) *Obligation to avoid appearance of impropriety.* All officials and employees shall avoid any action, whether or not such actions are specifically prohibited by statute, regulation, or the Ethics Code, that might result in or create the appearance of using their position with the City for private gain, giving preferential treatment to any person or organization that is not permitted by law, acting without independence or impartiality, making government decisions outside the process required by law, or adversely affecting the confidence of the public in the integrity of the City's government.

Section 2-319 Conflicts of interests in voting matters.

(A) No official or employee may participate, directly or indirectly, in any decision, approval, disapproval, recommendation or in any other manner, upon the following, each of which is deemed to be a conflict of interest:

(1) Any proceeding, application, vote, request for ruling, claim, controversy, contract, or any other matter involving an immediate family member; or

(2) Any matter in which the official or employee or a member of their immediate family has a financial interest, a fiduciary interest, a corporate interest, or an employment interest.

(B) Except as otherwise provided by law, no official or employee shall, in such capacity, participate in the discussion, debate, or vote, or otherwise take part in the decision-making process on any item in which the officer or employee has a conflict of interest as defined in subsection (A).

(C) Where an official's personal interest in a matter is not a direct interest under applicable state law, does not constitute a conflict of interest as defined in subsection (A), and voting on or participating in the deliberation of such matter would not otherwise violate the Ethics Code but where the personal interest may nevertheless lead a reasonable person to believe that such interest might affect the official's vote on the matter, the official may vote on and participate in the discussion and debate of such matter if and only if the official first discloses the nature of the official's personal interest during the meeting at which the vote takes place, before such vote is taken, and so it appears in the minutes of the meeting. In the alternative, an official may recuse themselves from voting on the matter with or without disclosing any such personal interest.

(D) Nothing in this section is intended to preclude the City from conducting business with an entity which employs an immediate family member of an official or employee, provided:

(1) The official or employee plays no role in the proceedings that led to the business relationship or in overseeing that relationship;

(2) Such business relationship does not violate the Ethics Code or applicable state law;

(3) Such business relationship is fully disclosed in writing; and

(4) Where applicable, the affected business entity shall be required to fulfill all public bidding requirements when conducting business with the City.

(E) This section shall not preclude participants in the City's Pension Plan who serve on the City's Pension Board from voting on any matters related to benefits the participant might be eligible for under the City's Pension Plan.

Section 2-320 Conflicts of interest in nonvoting matters.

(A) No City official or employee may play any role in soliciting, approving, overseeing, or in any manner supervising work under any contract in which the City has an interest if the official or employee has a direct interest or material financial interest in such work or contract.

(B) No City official or employee may play any role in soliciting, approving, overseeing, or in any manner supervising work under any contract in which the City has an interest if the official or employee has an indirect interest in such work or contract unless the official or employee first, before taking any action with respect to the work or contract, publicly acknowledges their interest in the work or contract. Such disclosure shall be made on a form provided by and filed with the City Recorder.

(C) In addition to the prohibitions set forth in subsections (A) and (B), an official or employee whose official duties require them to exercise discretion on a matter, in a manner other than by casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of discretion shall disclose the interest on a form provided by and filed with the City Recorder. Whenever feasible such disclosure shall be made before the officer or employee exercises their discretion in the matter. Where disclosure is not possible before exercising such discretion, the official or employee shall disclose the interest on the same form and file with the City Recorder as soon as reasonably possible after the exercise of discretion. In the alternative, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse themselves from the exercise of discretion in the matter. It is the intent of City Council that the disclosure requirement set forth in this subsection (C) apply to any matter and, thus, apply more

broadly than the requirements set forth in subsection (A) and (B) and in T.C.A. § 6-54-107 and § 12-4-101 with respect to contractual matters.

Section 2-321 Acceptance of gifts, gratuities, honoraria; etc.; exceptions.

(A) Except as provided in this section, no official or employee shall solicit or accept, directly or indirectly, on behalf of themselves or an immediate family member, any gift, including but not limited to any gratuity, service, favor, food, entertainment, lodging, transportation, loan guarantee or any other item of monetary value, from any person or entity that:

- (1) Has, or is seeking to obtain, contractual or other business or financial relations with the City;
- (2) Conducts business, operations, or other activities with the City; or
- (3) Has interests that may be substantially affected by the performance or non-performance of the employee's official duties.

(B) Except as provided as provided in this section, no official or employee shall accept, direct or indirectly, on behalf of themselves or an immediate family member any gift that might reasonably be interpreted as an attempt to influence the officer's or employee's discretion in performing their official duties or to reward the officer or employee for their past exercise of discretion in performing their official duties.

(C) The following are not subject to the prohibitions in subsections (A) and (B):

- (1) Gifts, gratuities, honoraria, and other things listed in the Tennessee Ethics Commission Act (specifically but not exclusively T.C.A. § 3-6-305(b));
- (2) Gifts of di minimis value that are shared equally by members of an office or department; and
- (3) Gifts that are solely decorative reflect an action or project that benefits the community; and
- (4) Gifts from the City itself.

(D) This section does not prohibit an official or campaign from soliciting or accepting political campaign donations made in compliance with election campaign laws and fully reported pursuant to such laws.

Section 2-322 Non-City work and employment.

(A) *Officials.*

- (1) An official may not:
 - (a) Accept or continue any employment by a person or entity other than the City or provide goods or services to a private interest for financial gain if such employment or action unreasonably inhibits the performance of any affirmative duty of the official's position or conflicts with any provision of the Charter or any City ordinance or policy;
 - (b) Provide goods or services for compensation to a person or entity that is requesting approval, action, or a determination by the City;
 - (c) Receive financial compensation, whether as a contractor or subcontractor, through a commission, financial incentive, ownership interest, profit-sharing arrangement, or in any other form, for goods or services provided to a person or entity in connection with a contract, development, project, or other matter that received approval from the City for a period of two years from such approval if the

official voted on the approval of that contract, development, project, or matter or otherwise participated in deliberations related to that contract, development, project, or other matter;

(d) Accept or continue employment or engage in outside activities that might impair their independent judgment in the performance of their public duty; or

(e) Participate personally in the deliberation and decision of an official matter if the official is negotiating or has an arrangement concerning prospective employment with a person or organization that has a material financial interest in a matter under consideration by or within the City's jurisdiction.

(2) The prohibitions in this subsection (A)(1) do not apply to an official:

(a) who is appointed to a regulatory or licensing board pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to it;

(b) whose government duties are ministerial, if the private employment or material financial interest does not create a conflict of interest; or

(c) who abstains from voting on a matter to avoid the conflict of interest.

(3) In addition to the foregoing, no official, during the time for which such person was elected or appointed, shall contract with the City to provide goods or services that is to be paid for out of the City's treasury or have any direct interest in any such contract.

(B) *Employees*

(1) City employees may have outside employment, provided such employment does not interfere with their employment by the City and is approved in writing by the employee's department director.

(2) City employees shall not engage in private employment or render service for private interest when such employment or service is incompatible with the proper discharge of the employee's official duties, would tend to impair the employee's independent judgment or action in the performance of those official duties, or would prevent the employee from being available for required overtime work.

(3) An employee may not participate personally in the deliberation and decision of an official matter if the employee is negotiating or has an arrangement concerning prospective employment with a person or organization that has a material financial interest in a matter under consideration by or within the City's jurisdiction

Section 2-323 Representing private interests before City agencies.

(A) No officer or employee shall personally represent or appear on behalf of a private interest of another person before the City Council or any City board, commission, committee, department, or authority.

(B) No officer or employee shall personally represent or appear on behalf of a person, whose interests are adverse to those of the City, in any quasi-judicial proceeding involving the City or in any judicial proceeding to which the City is a party.

(C) Nothing in subsection (A) and (B), however, shall preclude:

(1) An officer or employee from speaking or appearing on their own behalf before the City Council or any City board, commission, committee, department, or authority;

(2) An officer or employee from representing a personal interest consistent with state law and the Ethics Code;

(3) An officer or employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding;

(4) An employee who is a registered lobbyist from representing or appearing before City Council or any board, commission, committee, department, or authority on behalf of the interests of the person(s) or organizations(s) for which the employee is lobbying;

(5) A member of City Council or any other board, commission, or committee who is licensed attorney from representing or appearing on behalf of a private interest of another, provided the client's interests are neither adverse to the City nor pertain to any matter before or that may come before the official body on which the attorney serves; or

(6) Members of City Council from appearing before City Council or any other board, commission, committee, department, or authority to express the opinions and/or wishes of their constituents, provided the member of council is not acting in a representative capacity and does not receive anything of value in exchange for such appearance.

Section 2-324 Annual Disclosures

(A) The disclosure requirements contained in this section shall apply to the following officials and employees: (1) the Mayor; (2) all members of City Council; (3) all members of the Planning Commission; and (4) the City Manager, the City Recorder, the City Treasurer, the City Attorney, and the City Judge.

(B) On or before February 15th of each year, each official and employee included in subsection (a) of this section shall file with the City Recorder an annual disclosure statement setting forth the information requested therein as of and for the year ended December 31st of the preceding year.

(C) Officials and employees shall amend their current disclosure statement within thirty days of the occurrence of any material change to the disclosures.

(D) All disclosure statements filed pursuant to this section, and amendments thereto, shall be maintained by the City Recorder and be readily available for inspection by the public.

(E) The annual disclosure statement shall require disclosure of the following information:

(1) All of the official's or employee's sources of income for the preceding calendar year (excluding gifts from immediate family members);

(2) To the best the official's or employee's knowledge, all sources of income for the official's or employee's spouse for the preceding year (excluding gifts from immediate family members);

(3) Financial interests of the official/employee or the official's/employee's spouse of at least 5% of any business with operations, offices, or interests in Rutherford County;

- (4) Direct or indirect financial interests of the official/employee or the official's/employee's spouse in real property (other than primary residence) located in City;
- (5) Paid or unpaid positions held by the official or employee with any for-profit entity, non-profit entity, or educational or other institution that has not otherwise been disclosed;
- (6) Debts, guarantees, or endorsements of debts (excluding liabilities owed to an immediate family member, and excluding loans from established financial institutions made in the ordinary course of business on usual and customary terms) aggregating over \$5,000 owed by official/employee or official's/employee's spouse to any one creditor;
- (7) Debts owed by the official/employee or the official's/employee's spouse in excess of \$5,000 that are secured by a guarantee or collateral of any individual other than an immediate family member; and
- (8) Anything of value received in the preceding calendar year by the official or employee that is in any way, directly or indirectly, related to the person's service as a City official or employee

Section 2-325 Advisory ethics opinions; City Attorney.

- (A) The City Attorney is designated as the City's ethics officer and coordinator.
- (B) Upon the written request of an official or employee potentially affected by a provision of this chapter, the City Attorney may render an oral or written advisory ethics opinion based on the Ethics Code and other applicable law.
- (C) If, in the City Attorney's sole discretion, the City Attorney determines that a conflict of interest or other circumstance might reasonably impair the City Attorney's ability to render an objective opinion, the City Attorney may engage outside legal counsel to prepare and render such an opinion. The City Attorney shall advise the City council of the engagement of outside legal counsel and may approve any payments to such legal counsel up to the amount authorized under the City's procurement code and policies without seeking additional authorization from the City Manager or City Council.

Section 2-326 Duty to report potential ethics violations.

A City official or employee who has knowledge of a possible violation of any of the provisions of the Ethics Code shall report this violation by filing a complaint as provided in this article within a reasonable time after the person has knowledge of a violation. City officials and employees shall not delegate to, or rely on, another person to make the report.

Section 2-327 Procedures for filing and evaluating ethics complaints.

- (A) Any natural person may submit an ethics complaint alleging that a City official or employee has violated the Ethics Code.
- (B) All ethics complaints shall be filed with the City Recorder; provided, however, in the event the complaint concerns the City Recorder, a copy of the complaint shall be simultaneously sent to the Mayor and City Attorney.

(C) All ethics complaints must be in writing, signed and sworn to by the complainant, under oath, as properly evidenced by a notary public, and shall contain the following:

- (1) The complainant's legal name, current mailing address, phone number, and email address, if any;
- (2) The name of the person or persons alleged to have committed a ethics violation;
- (3) A summary of the facts giving rise to the alleged ethics complaint; and
- (4) An explanation of why the alleged facts constitutes a violation of the Ethics Code.

(D) Unless a complaint complies with the requirements of this article, the complaint is not valid for consideration, and no action may be taken to investigate or determine the disposition of the complaint. In addition, any person who files a false complaint may be subject to the penalties of perjury, in accordance with T.C.A. § 39-16-702 et seq.

(E) Upon receiving a complaint, the City Recorder shall annotate the date and time of receipt on the ethics complaint and log the receipt of the complaint into a running journal kept for the purpose of keeping track of the receipt of ethics complaints. The City Recorder will thereupon provide a copy of the ethics complaint to the person or persons against whom the ethics complaint is made and to the City Attorney. In the event the complaint alleges a violation by the City Attorney, the City Recorder, in lieu of sending the complaint to the City Attorney, shall send the complaint to City Council, and City Council shall engage outside legal counsel to perform all of the duties and functions assigned to the City Attorney in this article.

(F) If at any point following the filing of an ethics complaint, the City Attorney determines that a conflict of interest or other circumstance might reasonably impair the City Attorney's ability to conduct an objective investigation, the City Attorney shall engage outside legal counsel to prepare and render such an opinion. The City Attorney shall advise the City Manager and City Council of the engagement of outside legal counsel and may approve any payments to such legal counsel up to the amount authorized under the City's procurement code and policies without seeking additional authorization from the City Manager or City Council.

(G) Upon receiving a copy of the complaint, the City Attorney shall first determine whether the complaint complies with requirements of this article. In the event the City Attorney determines that a complaint is technically deficient or incomplete, the City Attorney shall send a copy of the Ethics Code to the complainant and offer the complainant the opportunity to correct the deficiencies and refile the complaint within seven days of the City Attorney's communication. If the complainant fails to refile the complaint within seven days or refiles the complaint without correcting the technical deficiencies, the City Attorney shall send a letter to the complainant informing the complainant that the complaint has been administratively dismissed due to its failure to comply with the requirements of this article. A copy of such letter shall be sent to each member of City Council and to the City Recorder. The administrative dismissal of a complaint shall not preclude the complainant or any other person from filing a subsequent complaint alleging the same or similar violations against the same official or employee.

(H) *Jurisdiction for evaluating hearing complaints.*

(1) *Complaints against City officials and City employees appointed by City Council.* The City Council shall have jurisdiction with respect to any complaint complying with the requirements of this article that alleges a violation of the Ethics

Code by the Mayor and other members of City Council, the City Manager, the City Judge, the City Attorney, the City Recorder, and the City Treasurer, and all members of any City board, commission, committee, authority, or other like body established by the City, including entities having a separate corporate or other legal existence other than those that have their own ethics policy. Upon determining that a complaint against any of the individuals identified in this subsection complies with the requirements of this article, the City Attorney shall forward the complaint to the City Council to act upon the complaint as further provided in Section 2-328.

(2) *Complaints against City employees other than those employees appointed by City Council.* Upon determining a complaint against a City employee other than those identified in subsection (G)(1) complies with the requirements of this article, the City Attorney shall forward a copy of the complaint to the City Manager as soon as practicable. In addition, the City Attorney shall investigate the complaint and provide the City Manager with a written advisory opinion as to whether any violation of the Ethics Code or any other applicable law have occurred. The City Manager shall have the discretion to take appropriate disciplinary and/or other remedial action to address any violation identified by the City Attorney. Any disciplinary action taken against an employee subject to this subsection (G)(2) found to have violated this article shall be made in accordance with the City charter and the City's disciplinary policies.

Section 2-328 Procedures for evaluating ethics complaints against City officials and City employees appointed by City Council.

(A) For purposes of this section, the term "City Official or Officer" includes the Mayor and other members of City Council, the City Manager, the City Judge, the City Attorney, the City Recorder, and the City Treasurer, and all members of any City board, commission, committee, authority, or other like body established by the City, including entities having a separate corporate or other legal existence other than those that have their own ethics policy.

(B) All complaints against a City Official or Officer meeting the requirements of this article shall be investigated by an independent ethics investigator. City Council shall select the ethics investigator from one of three attorneys approved annually by resolution at the first City Council meeting of October and with whom the City has entered into an agreement for compensation to act in such capacity. Such ethics investigators shall be licensed to practice law in Tennessee and shall neither reside nor have their principal legal office in Rutherford County.

(C) No member of City Council shall participate in any deliberation or vote on any ethics complaint filed against them or if their participation in any such deliberation or vote would violate this article. In addition, once the City Council has received an ethics complaint, and until a final determination of the complaint has been made, no member of City Council shall participate in any communication regarding the allegations or merits of the complaint except with legal counsel or during a public meeting.

(C) Within ten days of receiving a complaint against a City Official or Officer, the City Attorney shall ensure that a copy of the complaint is sent to all members of City Council and the City Manager. In addition, the City Attorney shall ensure that a copy of the complaint is served as soon as practicable by registered mail or hand delivery to the City Official or Officer against whom the complaint was filed. In the event the complaint is filed against the City Attorney, the Mayor shall perform the functions of the City Attorney set forth in this subsection (C).

(D) The City Official or Officer against whom the complaint is filed may answer the complaint in writing. Such answer shall be delivered to the City Attorney within

thirty days of having been served with the complaint unless such time for filing such answer is extended by the City Council for good cause.

(E) Within fifteen days of receiving a complaint, City Council shall vote at a public meeting to select one of the three designated ethics investigators to investigate the complaint. The ethics investigator shall review the complaint, the answer, and any other relevant information and shall render a written advisory ethics opinion to City Council as to whether any violation of the Ethics Code or other applicable law have occurred. The City Attorney shall function as the City's liaison to the ethics investigator during the investigation, except in the event of recusal by the City Attorney or where the complaint alleges violations of the Ethics Code by the City Attorney, in which case City Council shall designate a Deputy City Attorney or Assistant City Attorney to function as the City's liaison and provide such reasonable assistance as requested by the ethics investigator. Upon written request of the ethics investigator, the City Council shall use its subpoena power to obtain any additional information requested by the ethics investigator, unless the majority of the disinterested members of City Council determines that the request has no legitimate connection to the investigation. The ethics investigator shall submit the investigator's advisory opinion within sixty days of being appointed as ethics investigator unless additional time is required and approved by City Council. A copy of the opinion shall also be sent to the person who filed the complaint and to the person against whom the complaint was filed.

(F) Within thirty days of receiving the ethics investigator's advisory opinion, City Council shall meet, upon proper public notice of such meeting, to consider the advisory opinion and determine, by majority vote of the disinterested members of City Council, whether a violation of the Ethics Code has occurred. Prior to any vote being taken on the complaint, the ethics investigator shall present the investigator's findings and advisory opinion, and both the complainant and the City Official or Officer against whom the complaint was filed shall be afforded the opportunity to offer testimony under oath. The City Official or Officer against whom the complaint was filed shall also have the right to be represented by legal counsel and to have such legal counsel make a statement and offer evidence on behalf of the City Official or Officer. In addition, City Council shall have the discretion to allow any other person to offer testimony under oath. City council may ask questions of any person presenting evidence or testimony at such meeting.

(G) A City Official or Officer found by City Council to have violated the Ethics Code is subject to punishment as provided for under the City's charter and/or other applicable law, including censure by City Council or removal from office in such manner as may be permitted by law. In addition, City Council may vote to refer the matter to the district attorney general or other state or federal law enforcement authority to pursue appropriate action under state or federal criminal statutes.

(H) Any City Official or Officer against whom a decision of the City Council is rendered may obtain judicial review of the decision by writ of certiorari. The application for the writ must be filed within 30 days of the issuance of the City Council's decision. Judicial review shall be based upon the record before the City Council. No party shall be entitled to a de novo appeal.

Section 2-329 Effect of criminal charges against subject of an ethics complaint.

If at any time during the pendency of an ethics investigation, the subject of an ethics complaint is arrested or charged with any criminal offense arising from the same set of material facts as those giving rise to the ethics complaint, such ethics investigation shall be temporarily suspend pending final adjudication of any such criminal charges through a direct appeal, whereupon, should the subject be convicted, the ethics investigation may resume the ethics investigation or hearing to conclusion.

Section 2-330 Reporting; whistleblower protection; abuse of process

(A) It is the intent of this article to encourage employees and officials to report suspected ethical violations.

(B) No officer or employee shall use or threaten to use any official authority or influence to discourage, restrain, or interfere with any other person for the purpose of preventing such person from acting in good faith to report information relating to an ethics violation of investigation.

(C) No official or employee shall file an ethics complaint against another official or employee absent a good faith basis for their allegations based on first-hand knowledge.

(D) No official or employee shall falsely accuse another official or employee of failing to comply with this article.

Sections 2-330 – 2-359 Reserved.

SECTION 2. In the event of any conflict between this ordinance or any part hereof, and the whole or part of the City charter or any existing City ordinance, the provision that establishes the higher standard shall prevail.

SECTION 3. If any section, subsection, clause, provision, or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision, or portion of this ordinance.

SECTION 4. 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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Ordinance 24-O-18 City Code Ch. 33-80 Changes
[1st Reading]

Department: Water Resources

Presented by: Valerie Smith

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

Consider revisions to Chapter 33 of the City Code to allow MWRD, in lieu of City Council, to grant variance requests should there be sewer capacity and if the development encompasses less than three acres with a density of less than five single family units (sfu's) per acre.

Staff Recommendation

Approve revisions to Chapter 33 of the City Code by Ordinance 24-O-18.

Background Information

The Sanitary Sewer Allocation Ordinance enacted on 12/5/2019 allowed for an applicant to petition for additional wastewater for a project given the expectation that the project would discharge more wastewater than was allowed and established for the proposed land use. The sewer allocation currently affords:

- Commercial Land-Use (CM-R, CM, CM-RS-8, OG-R, OG, CL, CF, CH, and PCD) a maximum of 650 gallons per acre per day which is equivalent to 2.5 sfu's per acre.
- Mixed-Use Land-USE (MU and PUD) a maximum of 1,040 gallons per acre per day, or 4.0 sfu's per acre.

Several factors are evaluated by staff before making a recommendation to the City Council to afford a development additional discharge of wastewater. Those factors primarily deal with the performance of the sewer collection system and the City's treatment facility, and if the request consumes more than 10% within a basin or sub-basin of MWRD's service area.

As of March 14, 2024, there were 39 sewer variance requests approved. A report is attached detailing the individual requests and the basis upon which staff is making a recommendation to exempt certain food service and commercial developments in the future.

Council Priorities Served

Improve economic development

Sewer variance requests are typically approved due to employment generating developments, commercially taxed property, and the ability of the development to produce sales tax.

Fiscal Impact

The fiscal impacts of providing additional sewer capacity to certain projects should be considered in a cost-benefit context. By providing certain projects additional capacity, other future projects may be limited in their ability to discharge to the sewer.

Attachments

1. Sanitary Sewer Allocation Variance Analysis
2. Ordinance 24-O-18

Attachment: Sanitary Sewer Allocation Variance Analysis

Executive Summary

Staff's review of the 39 variance requests approved by City Council indicate that 7 out of 10 food service establishment and other commercial variance requests could have been eliminated based on the two following conditions being met:

1. The total development site size being less than 2 to 5 acres.
2. The total development's SFUE per acre increase being less than 4 to 7 SFUE's per acre.

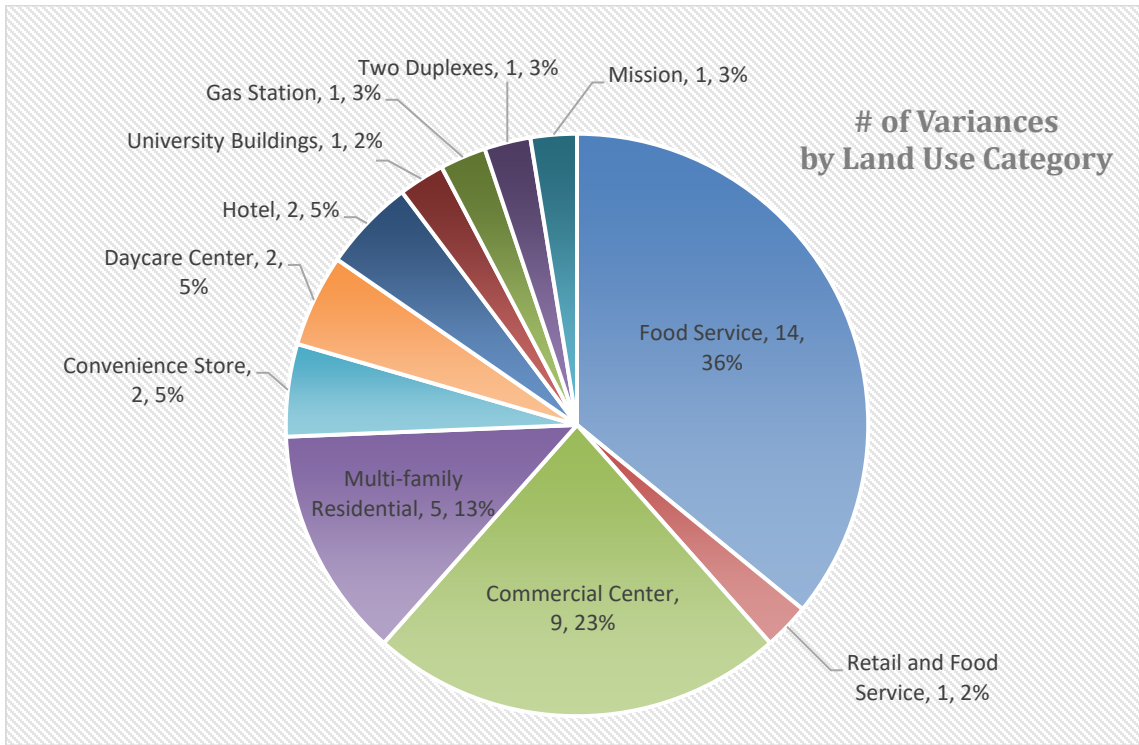
By requiring developments that meet the qualifying conditions defined above to request a sewer allocation variance, the total SFUE's reviewed by Council would account for only 16% of the total. In other terms, 70% of the Council review and approval time accounts for only one-sixth of the SFUE increase requests.

Supporting Data

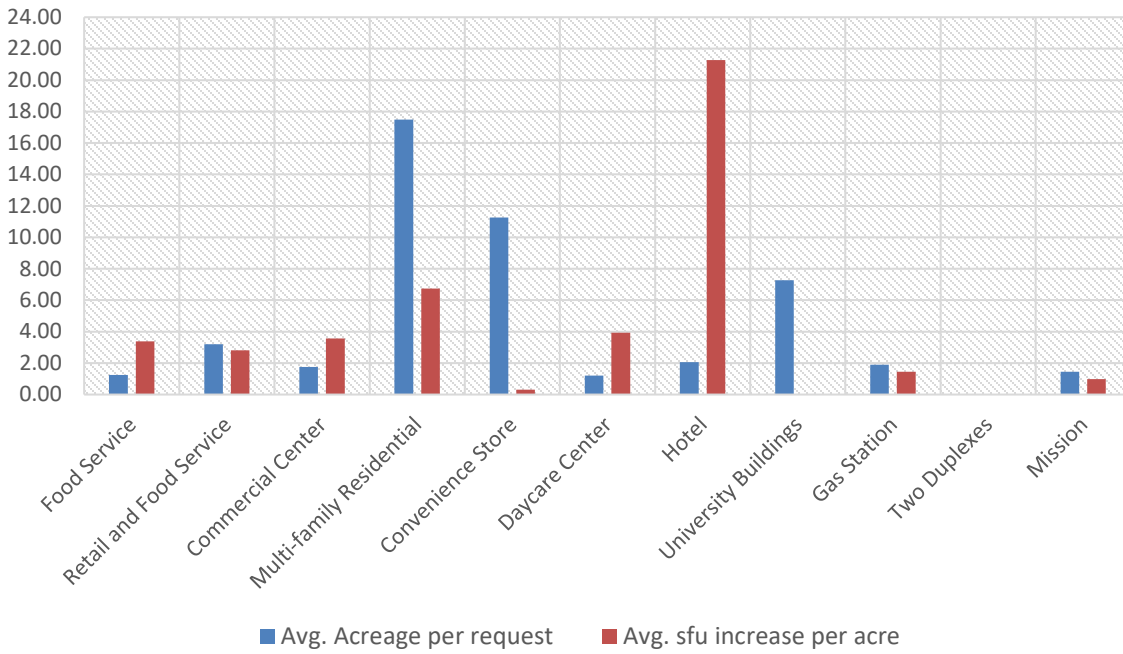
Land Use Category	# of Variance Requests	Total Acreage	Avg. Acreage per request	Total Allowable SFUE's	Total Variance SFUE increase	Avg. SFUE increase per acre
Food Service	14	17.55	1.25	46.71	59.5	3.39
Retail and Food Service	1	3.2	3.20	8	9	2.81
Commercial Center	9	15.88	1.76	39.53	56.6	3.56
Multi-family Residential	5	87.49	17.50	611.4	590.6	6.75
Convenience Store	2	22.53	11.27	56.3	7	0.31
Daycare Center	2	2.41	1.21	6	9.5	3.94
Hotel	2	4.11	2.06	12.6	87.4	21.27
University Buildings	1	7.27	7.27	Unknown	Unknown	Unknown
Gas Station	1	1.9	1.90	4.75	2.75	1.45
Two Duplexes	1	Unknown	Unknown	2	2	Unknown
Mission	1	1.44	1.44	5.6	1.4	0.97
TOTAL/AVG	39	163.8	4.9	792.9	825.7	4.9

	Qualifying Condition #1	TOTAL Variance Requests	Qualifying Condition #2	TOTAL Variance Requests	Qualifying Condition #3	TOTAL Variance Requests
Less Than X Avg Acres	2	27	3	29	5	30
Less Than Y Avg SFU / Acre	4	30	5	30	7	35
Total Meeting Both Conditions		27		27		28
% of Total Variances		69.2%		69.2%		71.8%

If any of the qualifying conditions in the table above were approved, the exempt variance requests would be reduced by 70% (7 out of 10).



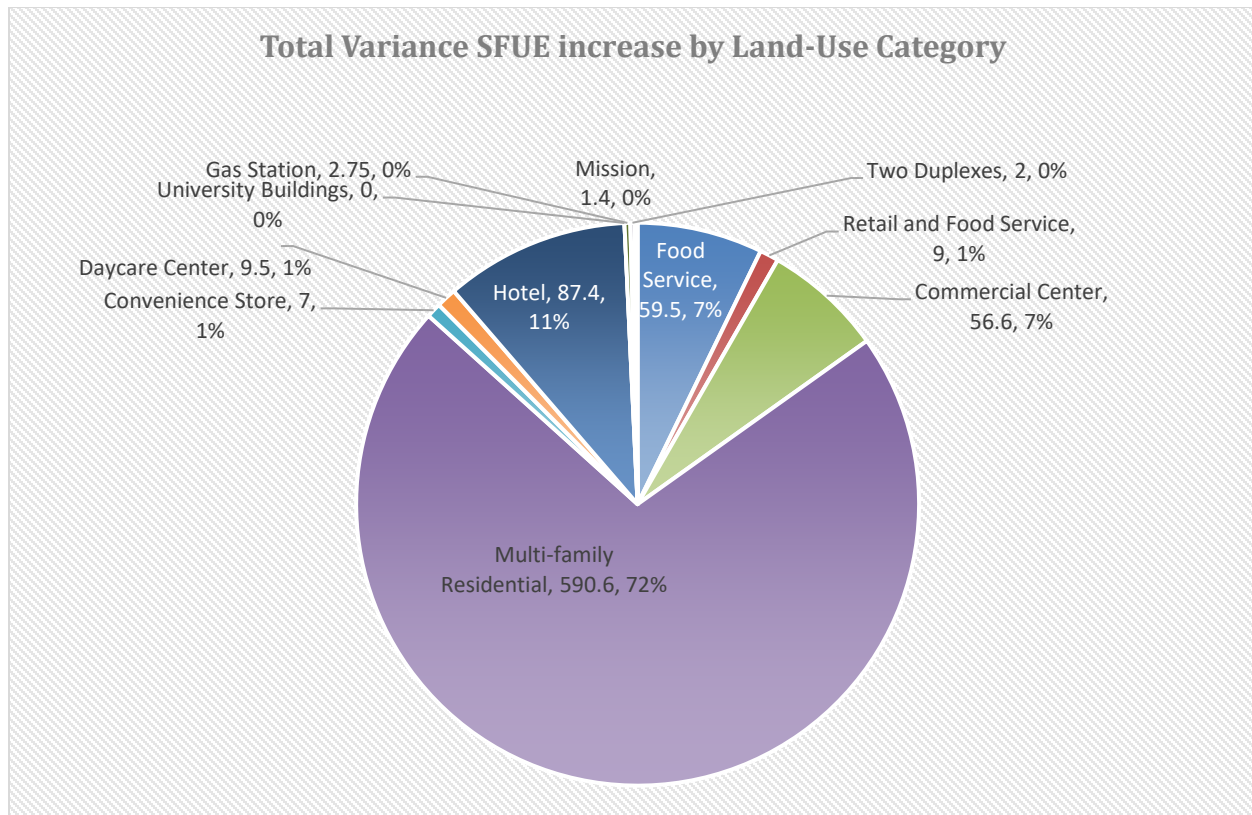
Avg Variance Request by Acreage and SFU Increase



	Qualifying Condition #1	TOTAL SFUE Increase	Qualifying Condition #2	TOTAL SFUE Increase	Qualifying Condition #3	TOTAL SFUE Increase
Less Than X Avg Acres	2	129.7	3	217.1	5	226.1
Less Than Y Avg SFU / Acre	4	145.7	5	145.7	7	736.3
Total Meeting Both Conditions		129.7		129.7		138.7
% of Total Variances		15.7%		15.7%		16.8%

By requiring the developments that met the qualifying conditions defined above to request a sewer allocation variance, the total SFUE's reviewed by Council would account for 16% of the total.

In other terms, 70% of the Council review and approval time accounts for only one-sixth of the SFUE increase requests.



<u>Development Name</u>	<u>Location</u>	<u>Type of Use</u>	<u>Acreage</u>	<u>Allowable SFUs</u>	<u>Requested SFUs</u>	<u>Variance Amount (in SFUs)</u>
Panda Express	Memorial Boulevard	Food Service	1	2.5	4.8	2.3
Popeye's	South Church Street	Food Service	0.91	2.28	4.56	2.3
MTSU	MTSU Campus	University Buildings	7.27	unknown	unknown	unknown
Andy's Frozen Custard	Franklin Road	Food Service	1.21	3.02	6.71	3.69
Waffle House	New Salem Highway	Food Service	0.59	1.48	4.07	2.59
The Journey Home	Old Salem Road	Mission	1.44	5.6	7	1.4
Dutch Brothers	Memorial Boulevard	Food Service	0.91	2.3	8.25	5.95
Wendy's	Memorial Boulevard	Food Service	1.2	3	5.5	2.5
Brookhaven Commercial	Memorial Boulevard	Commercial center	1.12	2.8	5	2.2
The Pointe	N. Tennessee Boulevard	Multi-Family Res	17.26	155	346	128
Slim Chickens	Memorial Boulevard	Food Service	1.21	3.03	6.46	3.43
Whataburger	Old Fort Parkway	Food Service	1.43	3.57	4.95	1.38
Parkwood Court Duplexes	Parkwood Court	Two duplexes	unknown	2	4	2
Whataburger	Memorial Boulevard	Food Service	1.28	3.2	5.92	2.72
Adams Place	Memorial Boulevard	Multi-Family Res	22.5	90	189	99
Albion Residential	N. Rutherford Boulevard	Multi-Family Res	16	144	252	108
ML Rose	Beasie Road	Food Service	1.86	7.44	10.4	3
Arden Senior Living	Agripark Drive	Multi-Family Res	9.75	24.4	166	141.6
Hwy 55	Franklin Road	Food Service	0.99	2.49	13.46	11
Social Murph	Wenlon Drive	Multi-Family Res	21.98	198	312	114
HyVee (Grocery)	Memorial Boulevard	Convenience Store	21.8	54.5	60	5.5
HyVee (Convenience)	Memorial Boulevard	Gas Station	1.9	4.75	7.5	2.75
Elam Farms Hotel	Elam Farms Parkway	Hotel	1.4	5.6	16	10.4
Yanahli Development	South Church Street	Retail and Food Service	3.2	8	17	9
Dapper Owl	East Main Street	Food Service	0.5	1.25	2.88	1.63
Keeneland Commercial	Manchester Pike	Convenience Store	0.73	1.8	3.25	1.5
Old Fort Hotel	Old Fort Parkway	Hotel	2.71	7	84	77
Salem Landing Commercial	New Salem Highway	Commercial center	2	5	9.4	4.4
Racquet Club Center	River Rock Boulevard	Commercial center	3.2	8	9	1
5430 NW Broad	Northwest Broad Street	Commercial center	1.13	2.8	7	4.2
Dutch Brothers	Old Fort Parkway	Food Service	0.8	2	8.5	6.5
Jaymes Academy	Memorial Boulevard	Daycare Center	1	2.5	5	2.5
Jaymes Retail	Memorial Boulevard	Commercial center	0.65	1.63	7	5.4
Big Blue Marble	Jack Byrnes Drive	Daycare Center	1.41	3.5	9.85	7
East Side Village	N. Rutherford Boulevard	Food Service	3.66	9.15	19.57	10.5
Joelicious Donuts	New Salem Highway	Commercial center	1.4	3.5	10.4	7
3416 South Church	South Church Street	Commercial center	0.48	1.2	2.3	1.1
Hearthwood Commercial	S. Rutherford Boulevard	Commercial center	4.3	10.6	35.5	25
Panda Express Center	S. Church Street	Commercial center	1.6	4	10.3	6.3

ORDINANCE 24-O-18 amending the Murfreesboro City Code, Chapter 33, Water Resources, Section 33-80, Petition for additional allowance; fee applicable to exempt land classifications.

WHEREAS, the City of Murfreesboro previously adopted by ordinance Section 33-80 of the Murfreesboro City Code, which permits property owners and developers to petition City Council for an additional wastewater generation allowance above those established for the proposed use of the property under the City's Sewer Capacity Allocation Ordinance; and

WHEREAS, upon further review and recommendation by the City of Murfreesboro Water Resources Director, it is in the best interest of the citizens of the City of Murfreesboro that certain amendments be made to Section 33-80, which would authorize the Water Resources Department to approve certain smaller-scale requests for an additional wastewater generation allowance.

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

SECTION 1. Murfreesboro City Code, Section 33-80, subsections (A), (B), and (C) shall be deleted in their entirety and the following language substituted in lieu thereof:

(A) If the Water Resources Department determines that a project proposed by an applicant for sewer service is likely to exceed the maximum daily wastewater generation allowance established for the proposed land use and the City's sewer system capacity is sufficient to serve the project, the applicant may petition the City for a waiver of the applicable limits.

- (1) For a development that is less than three (3) acres in size with a density of less than five (5) single-family units or less than five (5) single-family unit equivalents per acre, the Water Resources Department shall have the authority to approve or deny the request for an additional allowance. In evaluating the petition, the Water Resources Department shall consider the factors in subsection (B) and shall award the additional allowance if none of the factors in subsection (B) weigh against approving the request. An owner or developer whose petition has been denied may appeal that decision to City Council by providing written notice to the City Recorder within fifteen (15) days of the denial. The appeal must be presented to City Council within forty-five (45) days after the notice of appeal is delivered to the City Recorder, unless that deadline is extended by agreement of the applicant and the City. City Council shall vacate the Water Resources Department's decision if and only if City Council finds that the decision was made in an arbitrary or discriminatory manner, was not supported by material evidence, or was inconsistent with subsection (B). Upon vacating the decision, City Council may either remand the matter for reconsideration by the Water Resources Department or reverse the finding and approve the petition.
- (2) For any other developments, upon review by City staff, the application and staff recommendation shall be presented to the City Council to approve or deny the request for additional allowance in accordance with subsections (B) and (C).

(B) In evaluating a petition, City Council and City staff shall consider the following factors:

- (1) The current performance of the City’s wastewater treatment facilities;
- (2) The character and nature of wastewater that is likely to be discharged from the project relative to any applicable limits or restrictions established by federal, state, or local law;
- (3) The current daily flow at the City’s treatment facility that would receive the project’s wastewater;
- (4) The impact of additional flow on the receiving treatment plant’s ability to achieve NPDES permit limits;
- (5) The available hydraulic capacity of the City’s sewer lines and other sewer system components; and
- (6) The sewer capacity within the system and within the basin or sub-basin in which the project is located and whether such capacity is sufficient to accommodate the project.

(C) The City Council may authorize an additional daily wastewater generation allowance to a project provided:

- (1) None of the technical factors listed set forth in subsection (B) weigh against the approval of the requested allowance;
- (2) The proposed project is, in the opinion of the City Council, consistent with the City's adopted land use plans and policies concerning growth and development; and
- (3) The additional daily wastewater generation allowance granted by the City is not greater than ten percent (10%) of the total available capacity of the basin or sub-basin in which the project is located.

Provided the application satisfies these requirements, the City Council, in deciding whether to authorize an additional allowance, may consider any other factor identified in the Council's deliberations related to whether a particular application promotes or undermines public health or safety or the general welfare of the City and its residents.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Employment Agreement for City Recorder/City Treasurer

Department: Council

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Employment Agreement for City Recorder / City Treasurer between City of Murfreesboro and Erin Tucker.

Staff Recommendation

Approve employment agreement.

Background Information

On August 8, 2024, the City Council voted to appoint Erin Tucker as the City's new City Recorder and City Treasurer. Per the direction of City Council, the Mayor and City Attorney have negotiated the attached employment agreement with Ms. Tucker. Under the agreement, Ms. Tucker will assume her new duties starting August 26, 2024.

Fiscal Impact

The salary and benefits to be paid under the agreement are budgeted for in the City's FY2025 budget.

Attachments

Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the last date signed below (“Effective Date”) by and between the City of Murfreesboro, a Tennessee municipal corporation (“Employer”), and Erin Tucker (“Employee”).

1. **Term.** This Agreement will remain in full force and effect from the Effective Date until terminated by Employer or Employee as provided herein. Employee will commence the duties set forth in Section 2 and be entitled to begin receiving the benefits and other consideration set forth in Sections 3 through 7 on August 26, 2024.
2. **Licensure and Certification.** Employee warrants that Employee is a certified public accountant (“CPA”) licensed by the Tennessee State Board of Accountancy. In addition, within two years of the Effective Date of this Agreement, Employee agrees to obtain certification as a Certified Municipal Finance Officer (“CMFO”) by the Tennessee Comptroller of the Treasury or satisfy the exemption requirements for such certification. Employee must and agrees to maintain Employee’s licensure as a CPA and maintain either Employer’s CMFO certification or CMFO exemption throughout the term of this Agreement as a condition of employment.
3. **Applicable Law.** For purposes of this Agreement, the term “Applicable Law” means all laws pertinent, relevant, or governing a particular person, office, conduct, action, transaction, document, subject, power, duty, or responsibility, including all pertinent, relevant, or governing common law and equitable principles, state and federal statutes, rules, and regulations, the Charter Laws of the City of Murfreesboro (“Charter”), the Murfreesboro City Code (“City Code”), and non-codified ordinances and resolutions adopted by the Murfreesboro City Council.
4. **Duties and Authority.**
 - 4.1 Employer agrees to employ Employee as Employer’s City Recorder and City Treasurer to perform those functions and duties specified for such offices in the Charter and City Code and to perform other legally permissible and proper duties and functions of these positions without interference.
 - 4.2 In addition to Employee’s duties as City Recorder and City Treasurer, Employee shall serve as Employer’s chief financial officer. Employee will supervise the Director of Employer’s Finance and Tax Department (“Finance Director”), City Clerk and may serve on Employer committees and boards, including the Employer’s Pension Committee. Employee shall perform the duties prescribed in Employer’s official City Recorder/City Treasurer (Chief Financial Officer) job description, as well as those duties that may be lawfully assigned by Employer by policy or otherwise. In performing the duties of City Recorder/City Treasurer (Chief Financial Officer), Employee shall comply with Applicable Law, as well as all lawful directives of the City Council and City Manager.
 - 4.3 Employee may direct, assign, reassign, evaluate, and when appropriate discipline, and recommend the termination of employees of Employer’s Finance and Tax

Department, provided all such actions are consistent with Employer's policies and Applicable Law.

- 4.4 Employee shall perform the duties of City Recorder, City Treasurer, and Chief Financial Officer with reasonable care and diligence and with the skill and expertise reasonably expected of professionals holding the licensure and certification required under Section 1 of this Agreement.
- 4.5 All duties assigned to Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- 4.6 Employee or Employee's designee shall attend and be permitted to attend all public meetings of the City Council.
- 4.7 Employer cannot reassign Employee to another position without Employee's express written consent. Absent the Employee's written consent, Employee's reassignment to another position shall constitute termination without cause under Section 10.1.2 of this Agreement.

5. Compensation.

- 5.1 Employer agrees to pay Employee an annual base salary of \$185,000.00, payable in installments at the same time that the other City employees are paid ("Initial Salary"). After the Effective Date, this Agreement will be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies to include all salary adjustments on the same basis as applied to all other City employees.
- 5.2 On an annual basis, Council will consider an increase in Employer's compensation. Such increase may be in the form of a salary increase, performance incentive, an increase in benefits, or a combination of methods but shall at least be the economic equivalent to that applied to the executive classification of employees, if any, and if not to that applied to all other City employees.
- 5.3 At any time during the term of the Agreement, Employer may in its discretion review and adjust the salary of Employee, but in no event may Employee be paid less than the Initial Salary of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, will be made pursuant to a lawful action of City Council, and in which case Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- 5.4 Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of benefits enjoyed by and available to other employees, department heads or general employees of Employer as provided by Employer's policies, the Charter, Ordinances, personnel rules and regulations, or other practices.

6. Health, Disability and Life Insurance Benefits.

- 6.1 Employer agrees to provide and to pay the City's portion of the premiums for health, vision, and dental insurance for Employee and her dependents, long-term disability insurance, and life insurance that are at least equal to that which is provided to all other employees of the City. In the event no such plan exists, Employer agrees to provide coverage for Employee and dependents in a manner mutually agreed upon by Employer and Employee.
- 6.2 Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by Employee, the cost of which will be paid by Employer.

7. Vacation and Sick Leave.

- 7.1 Upon commencing of this Agreement, Employee will maintain all sick leave and vacation leave hours accrued as of the Effective Date and continue to accrue vacation and sick leave in accordance with Employer's standard leave accrual policies.
- 7.2 Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event Employee is separated from Employer's employment, either voluntarily or involuntarily, Employee will be compensated for all accrued vacation and sick time, all paid holidays, and other benefits accrued to that date.

8. Retirement Accounts.

- 8.1 Employee is currently a participant and vested in the City of Murfreesboro, Tennessee, Employee's Revised Pension Plan. Neither this Agreement nor any termination thereof shall have any effect on Employee's eligibility for pension benefits in accordance with the Plan's terms.
- 8.2 Additionally, Employer will keep in force all necessary agreements provided by Voya Financial or another similar plan administrator, required to administer a 457 deferred compensation plan for Employee's continued participation.
- 8.3 Upon termination of this Agreement for any reason other than termination by the City for cause, Employee will be eligible for benefits under the City's retiree health insurance program (generally referred to as Employer's Other Than Pension Benefits ("OPEB")) on the same term as other eligible former employees, provided prior to Employee's separation of employment, Employee has been employed by the City in any capacity for at least 15 years or is at least 62 years of age.

9. General Business Expenses.

- 9.1 Employer agrees to budget and pay for licensing fees or charges that are required of certified public accountants to practice accountancy in the State of Tennessee and professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These

include but are not limited to the Government Finance Officers Association (GFOA), Tennessee Government Finance Officers Association (TGFOA), American Institute of Certified Public Accountants (AICPA), Tennessee Society of CPAs (TSCPA), and Association of Government Accountants (AGA).

- 9.2 Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
- 9.3 Employer also agrees to budget and pay for tuition, travel, and subsistence expenses of Employee for short courses, institutes, and seminars as approved by Employer that are necessary for the Employee's professional development and maintenance of the Employee's required licensure and certification and for the good of the Employer.
- 9.4 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and benefit Employer, and therefore agrees to reimburse or to pay these general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and policies.
- 9.5 Employer acknowledges the value of having Employee participate in local civic clubs or organizations. Accordingly, Employer will pay for the reasonable membership fees and dues to enable Employee to become an active member in local civic clubs or organizations.
- 9.6 Recognizing the importance of reliable communication and maximum productivity, Employer will provide Employee a laptop computer, mobile phone, tablet computer, software, and internet connection at Employee's permanent residence, all beneficial for Employee to perform her duties and to maintain communication with staff and officials as well as other individuals who are doing business with Employer. Employee agrees not to use these devices for her personal benefit. Upon termination of this Agreement, this equipment will become the property of Employee, and, at Employee's discretion, the mobile phone number will be transferred to Employee.
- 9.7 The Employer shall reimburse Employee for any business use of her personal vehicle in accordance with standard policies established by the Employer from time to time for the benefit of its employees.

10. Termination.

- 10.1 This Agreement terminates in the event of the following:
- a. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee with cause as provided in Section 10.4; or
 - b. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee without cause, cause being hereinafter defined in Section 10.4.
- 10.2 In addition, Employee shall have the right, in Employee's sole discretion, to declare this Agreement terminated in the event of any of the following:
- a. The City Council, citizens of Murfreesboro, or the General Assembly amends any provisions of the Charter, statutes, or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Employee's position and that substantially changes the form of government;
 - b. Employer reduces the base salary, compensation, or any other financial benefit of Employee;
 - c. Employee resigns following an offer to accept resignation without cause, as hereinafter defined, whether formal or informal, by Employer as representative of the majority of the City Council, in which case Employee may declare a termination occurs as of the date of the offer or thereafter; or
 - d. This Agreement is breached by Employer and after a 30-day cure period; provided however, a written notice of a breach of contract will be provided in accordance with the provisions of the section addressing notices.
- 10.3 If this Agreement is terminated pursuant to section 10.1.b, 10.2.a, 10.2.b, 10.2.c, or 10.2.d, Employee will receive the following:
- a. Salary continuation equal to nine months' salary at the then current rate of pay, which will be paid, at Employee's option, in a lump sum or in a continuation of salary on the existing biweekly basis ("Severance"), subject to all applicable federally required withholding deductions for compensation.
 - b. Accrued vacation and sick leave, at Employee's option, will be (i) taken as salary continuation prior to Severance; (ii) paid to Employee in a lump sum; (iii) contributed in the amount designated by Employee to Employee's 457 account as that retirement plans permit; or (iv) any combination of these methods.
 - c. Employer will pay the City's portion of health and dental insurance for Employee and all dependents for a period of nine months following termination at Employer's expense after which time.
 - d. Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided,

however, such coverage will cease at the time Employee and all dependents become covered under another health and dental insurance plan.

- e. If Employee is participating in the Employer's Defined Contribution Plan and termination occurs prior to Employee vesting in the Defined Contribution Plan, Employer agrees to contribute to Employee's account or accounts in the plan equal to the amount of Employer's contributions up through the date of termination and including any severance period. Employer agrees to pay to Employee the amount equal to the Employer's contribution to the plan from other City funds in a lump sum as taxable compensation grossed up such that Employee receives the amount equal to Employer's contribution to the plan.

10.4 Employer may terminate this Agreement for cause. If the Employer declares cause for termination based on "Employee's substantial breach of this Agreement" as hereinafter provided, Employer must first give Employee a 30-day notice and cure period. Employer may relieve Employee of some or all of her duties during such 30-day notice and cure period. During this notice and cure period, the Employee shall have an opportunity to cure the substantial breach. If the substantial breach is cured within the 30-day period, the Employer may not use the substantial breach as a basis for terminating the Agreement; however, this does not waive the Employer's right to reassert another occurrence of the substantial breach of this Agreement as a future reason for termination, subject to the terms of this required notice and cure period. Upon such termination, Employer shall be released from the obligations of Section 10.3.a and 10.3.c; provided, however, COBRA benefits will be offered in accordance with federal law. For purposes of this Agreement, "cause" shall include, without limitation, the following:

- a. Employee refuses to perform, or does not perform, in a normal business manner her duties of employment with Employer, provided, however, refusal or failure to perform to such duties shall not constitute cause where performance of the duties could reasonably be viewed as a violation of the Tennessee State Board of Accountancy's Rules of Professional Conduct or other applicable law;
- b. Employee fails or refuses to obey and comply with the instructions, rules and regulations of Employer as promulgated by the City Council, respecting the operations of Employer.
- c. Employee engages in any unlawful conduct in connection with her duties of employment with Employer, is guilty of any acts of dishonesty in connection therewith, is convicted of a felony, is convicted of a misdemeanor involving moral turpitude, dishonesty, theft or unethical business conduct, or engages in any conduct clearly detrimental to the business of Employer;
- d. Except as otherwise protected by applicable state or federal law, Employee is abnormally absent from the workplace for reasons other than reasonable periods of remote work, approved vacation periods, business trips, sick

leave, or other periods common to her position without permission of Employer;

- e. Employee fails to fully cooperate in any investigation by Employer;
- f. Employee engages in any gross misconduct; or
- g. Employee's substantial breach of this Agreement.

10.5 If, in the opinion of Employer, Employee, because of physical or mental illness or incapacity, shall become unable to perform substantially all of the duties and services required of her under this Agreement for a period of 60 business days in the aggregate during any 12-month period, Employer may, upon at least 10 days' prior written notice given at any time after the expiration of such 60-day period, notify Employee of its intention to terminate this Agreement for cause, unless such termination in such instance is otherwise prohibited by applicable state or federal law.

11. Resignation. In the event that Employee voluntarily resigns her position with Employer, Employee will provide a minimum of a 60-day notice unless Employer and Employee agree otherwise. Employee shall not use accrued vacation leave during such notice period unless the parties agree otherwise. Termination of this agreement by Employee pursuant to Sections 10.2.a, 10.2.b, 10.2.c, or 10.2.d does not constitute a voluntary resignation and instead is to be governed by the terms of Section 10

12. Performance Evaluation.

12.1 Employer may annually review the performance of Employee in June, July, or August subject to a process, form, criteria, and format fairly established and reasonably agreed upon by City Council and Employee.

12.2 The annual evaluation process may include a discussion of the achievements during the prior evaluation period as well as a discussion and establishment of goals and objectives for the next evaluation period.

12.3 In the event Employer modifies an evaluation process or measure such that a new or different performance expectation is established, Employee will be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

13. Hours of Work. Recognizing that Employee must devote a great deal of time outside the normal office hours on business for Employer and that Employee will when traveling continue to conduct much of the business of Employer, to that end Employee has the discretion to establish an appropriate work schedule provided the schedule is appropriate to the needs of Employer and sufficient for Employee to faithfully perform her assigned duties and responsibilities.

14. Ethical Commitments. Employee shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office with Employer, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or

misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

15. Outside Activities. The employment provided for by this Agreement will be Employee's primary employment activity. Recognizing, however, that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

16. Indemnification.

16.1 Beyond that required under federal, state or local law, Employer must defend, save harmless, and fully indemnify Employee against any obligation to pay money or perform or refrain from performing actions, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any third party tort action, professional liability claim, or demand or any other threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Recorder/City Treasurer/Chief Financial Officer or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct. If the provision of legal representation by the Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at the Employer's expense, and the Employer may not unreasonably withhold approval of such request. Legal representation, provided by Employer for Employee, will extend until a final determination of the legal action including any and all appeals. In the event independent legal representation is provided by the Employer, any settlement of any claim against Employee may not be made without prior approval of the Employer, which shall not be arbitrarily or capriciously withheld.

16.2 Employer must indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any third party claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties, unless the act or omission involved willful or wanton misconduct. Any settlement of any claim must be made with prior approval of Employer. Employee recognizes that

Employer has the right to compromise provided no fault, guilt, or reputational denigration falls upon Employee.

16.3 Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to Employer unless the action is brought by Employer against Employee. Such expense payments survive the termination of this Agreement for any reasons and continue beyond Employee's service to Employer as long as litigation is pending.

16.4 After termination of this Agreement, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

17. **Bonding.** Employer bears the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

18. **Appropriation.** Employer has appropriated, set aside, or encumbered, and does hereby appropriate, set aside, and encumber, or will appropriate, set aside, or encumber as necessary to make available funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer set forth herein.

19. **Dispute Resolution.** Any dispute regarding this Agreement shall be resolved by binding arbitration conducted under the applicable rules of the American Arbitration Association ("AAA"). The parties shall agree upon an arbitrator who shall be an experienced attorney in Tennessee. Should the parties be unable to agree upon an arbitrator within 30 days of a party's notice of arbitration, the matter shall be submitted to AAA for assignment to an AAA arbitrator. Nothing in this section shall be deemed to preclude Employee from initiating an administrative proceeding or filing a lawsuit in a court of competent jurisdiction against Employer for any alleged violation of state or federal statute or regulation.

20. **Notices.** Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

If to Employee:

At the address provided by Employee to
the Employer's Human Resources
Department

If to Employer:

Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Notice is deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

21. **General Provisions**

21.1 **Integration.** This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between Employer and Employee are merged into and rendered null and void by this Agreement.

- 21.2 Amendment. Employer and Employee by mutual written agreement may amend any provision of this Agreement during its term with such amendments being incorporated into and made a part of this Agreement.
- 21.3 Binding Effect. This Agreement is binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- 21.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- 21.5 Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer’s policies, Ordinances, or rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement takes precedence over contrary provisions of Employer’s policies, Ordinances, or rules and regulations, or any permissive state or federal law.
- 21.6 Non-Assignment. Employee acknowledges that this is a professional, personal service agreement and, as such, Employee cannot assign Employee’s duties hereunder.

IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of the day and year first hereinabove written.

EMPLOYEE:

EMPLOYER:

Erin Tucker

Shane McFarland, Mayor

Date

Date

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: CUD and City General Water Line Relocation Agreement

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

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

Summary

Review a draft agreement between Consolidated Utility District of Rutherford County (CUD) and the City for waterline relocations associated with new City roadway or roadway widening construction projects that defines a pro rata cost sharing percentage by the City based on the age of the asset.

Staff Recommendation

Approve water line relocation agreement with CUD.

Background Information

Staff presented this agreement to the Council at their August 8, 2024, workshop and reviewed the benefits associated with entering into this agreement with CUD.

The agreement terms sets forth more equitable cost-sharing arrangements, that can be summarized as follows:

- Caps reimbursement of engineering design fees to 4% of the cost of water line relocation construction and bidding and contract administration to 2% of the cost of the water line relocation costs.
- Reimburses the costs to CUD for any land acquisition associated with water line easements at the original cost incurred by CUD plus a 3% annual time-value-of-money inflationary escalator.
- Affords CUD an easement inside the City's road right-of-way where CUD is afforded the opportunity to make dig in the City's roadway to make repairs provided:
 - The City is provided a much notice as possible prior to the repair activity
 - CUD follows uniform traffic control standards (MUTCD)
 - CUD provides temporary means for the road to be safe and travelable after repairs are made.

- The City will provide permanent repairs to paving surface, storm drainage, curb and gutter or sidewalk repairs and/or replacement.
- The City shall pay a pro rata share based on the water lines depreciated value using the participation percentage itemized in Exhibit 1 of the attached draft agreement.
- In the event that CUD increases pipe size, CUD will be responsible for the total difference in cost for the betterment.
- In the event that CUD's waterline is pre-existing inside City road right-of-way, CUD shall be responsible for all the costs associated with the relocation.

Council Priorities Served

Responsible budgeting

Cost sharing agreements with our utility providers as part of construction projects provide a repeatable and predictable means to plan for capital improvement projects involving roadway construction.

Fiscal Impacts

The City expects to be afforded savings in future roadway projects involving needed water line relocations.

Attachments

General Waterline Relocation Agreement CUD and City

AGREEMENT REGARDING WATER UTILITY RELOCATIONS

This Agreement Regarding Water Utility Relocations is effective this ___ day of _____, 2023 by and between the City of Murfreesboro (“City”) and the Consolidated Utility District of Rutherford County, Tennessee (“CUD”).

WITNESSETH

WHEREAS, the City undertakes certain road and improvement projects (collectively “City Project”) which may necessitate the relocation of existing water utility lines and appurtenances thereto; and

WHEREAS, the City and CUD have agreed to coordinate the City and CUD’s respective responsibilities regarding City Projects; and

WHEREAS, the City and CUD have agreed to general terms concerning the relocation of existing water utility and appurtenances thereto (“CUD Facilities”) subject to specific City Project details which shall be further defined within a separate instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and CUD agree:

1. In the event that a City Project, as designed, renders the relocation of existing CUD Facilities reasonably necessary as determined by the City and CUD in order to complete the City Project and the relocation would not be necessary in the absence of the City Project, the general terms of this Agreement shall govern the respective obligations of the City and CUD.

2. CUD agrees, at its sole time and expense, to engineer, design and prepare relevant documents relating to the work required for the relocation of CUD Facilities as necessary in a timely manner to not impede the progress of the City Project. This includes, but is not limited to, preparation of documents involving the CUD Facilities pertaining to permits the City will be procuring and acquisition of easements for the CUD Facilities to be relocated.

3. The City shall, at its sole expense, include the CUD Facilities relocation plans within the City’s engineering plans for the City Project in order to facilitate the City’s and CUD’s work and to minimize the risk of any conflicting plans.

4. The City agrees to bid the work required under the CUD Facilities relocation plans under line items identified as “WATERLINE ITEMS” together with the road construction plans prepared by the City’s Consultant Engineer.

5. CUD shall, at its sole time and expense, provide construction inspection for the CUD Facilities relocation work and determine whether the work and materials are consistent with CUD required specifications. CUD shall also review shop drawings and submittals pertaining to the CUD Facilities relocation work to determine whether said drawings and submittals are acceptable.

6. CUD recognizes that the City may, at its discretion and in accordance with applicable federal, state, and local laws, regulations, and ordinances, make the selection of the Prime General Contractor responsible for the construction of the City Project. The City further represents, and CUD acknowledges, that the City selects said contractor on the basis of the lowest responsive and responsible bidder. In order to assist the City in the selection process, CUD may provide the City with evidence that: (i) a bid or proposal is not responsive to the water utility portion of the City Project; or (ii) a bidder for contractor or proposed water utility subcontractor is not responsible pursuant to the City's guidelines.

7. (a). In those instances where CUD Facilities which are being relocated were originally in private easements, prescriptive easements, or outside public road right of ways, and subject to Section 8 below, City agrees to reimburse CUD for the costs to relocate CUD Facilities for the City Project. These costs shall include, but not be limited to:

(i). Engineering and design fees which shall be four percent (4%) of the cost for the materials and labor for the relocation of CUD Facilities; and

(ii). Fees for bidding services and construction administration services pertaining to the relocation of CUD Facilities shall be two percent (2%) of the actual costs for the relocation of CUD Facilities; and

(iii). Reimbursement of the cost for any pre-existing easements that are taken due to right-of-way needs of the City, including, but not limited to, documented acquisition payments to land-owners, with a 3% annual inflationary adjustment to the amount paid by CUD between the time of the CUD easement acquisition and the City right-of-way acquisition; and

(iv). Material and labor costs relating to the relocation of CUD Facilities based on its depreciated value using the participation percentage as itemized in Exhibit 1.

(b). The City will also provide an easement to CUD within City right-of-way for any relocated CUD Facilities.

(i) This easement agreement shall provide CUD with the ability to repair, operate, or

maintain any CUD Facility within the City's right-of-way, given that CUD provides adequate as much advance notice to the City's Traffic Department and maintains traffic control per MUTCD standards during the maintenance or repair activity, and replaces suitable material (e.g., crushed stone, cold-mix, etc.) such that the roadway is travelable after the maintenance or repair activity.

(ii) Inside CUD's easement within the City's right-of-way, the City will be responsible for providing permanent replacement of roadway appurtenances such as storm drainage pipe or inlets, curb and gutter, sidewalk, and surface milling, and replacement of base stone, asphaltic binder and topping courses.

(c). City shall pay CUD for said costs within 60 days of receipt of all corresponding invoices. Construction inspection of the relocation work on CUD Facilities shall be performed by CUD, or its designee, and shall not be reimbursed by the City.

(d). In those instances where CUD Facilities which are being relocated are within the public right of way, CUD shall be responsible for all costs associated with said relocation. In the event the City, as part of the City Project, pays any costs associated with relocating CUD facilities, CUD shall reimburse the City for said costs within 60 days of receipt of all corresponding invoices.

8. Notwithstanding the above, in the event CUD determines to increase the size of CUD Facilities affected by the City Project or otherwise, CUD shall be responsible for the difference in materials and labor costs relating to the betterment. The betterment costs for which CUD shall be responsible shall be determined based on a percentage of the overall costs for the relocation of CUD Facilities agreed to by both City and CUD in the preliminary design phase for the City Project.

9. Any and all notices between the City and CUD regarding this Agreement shall be delivered to the following addresses by personal delivery, United State postal service, or overnight national carrier such as Federal Express or United Parcel Service to the respective addresses below, or such other address as either party submits to the other in writing as a new notice address:

“CITY

The City of Murfreesboro TN
Attn: City Manager
111 West Vine Street
Murfreesboro TN 37130

With a copy to:
The City of Murfreesboro TN
Attn: City Attorney
111 West Vine Street
Murfreesboro TN 37130

“CUD”

Consolidated Utility District of Rutherford County, Tennessee
Attn: General Manager
709 New Salem Highway
Murfreesboro TN 37133-3307

10. This Agreement may be terminated as follows:

(a) By either party for cause, in the event a party breaches any of the terms of this Agreement and such breach is not remedied within 10 business days of service of notice regarding said breach;

(b) By either party for convenience, by service of notice of termination no less than 120 days prior to the proposed effective date of termination; or

(c) By agreement of the parties, upon such agreement termination shall be effective immediately or upon such other terms as the parties shall agree in writing.

(d) In the event of termination of this Agreement, the provisions of this Agreement shall survive termination and continue in full force and effect for any City Project under construction at the time of termination.

11. This Agreement shall be binding on the parties hereto, their successors, and assigns.

12. In the event of a dispute, the parties agree to negotiate in good faith to attempt to resolve the matter. In the event of litigation, the laws of the State of Tennessee shall apply, and venue shall be in the Courts of Rutherford County, Tennessee. In such event, the substantially prevailing party shall be entitled to recover, in addition to any other monetary or equitable recovery, its reasonable attorney fees.

13. This Agreement may not be amended except in writing as approved by the City and CUD.

14. This Agreement may be executed in multiple counterparts which shall constitute a single original.

(EXECUTION ON FOLLOWING PAGE)

EXECUTED effective the Date first written above.

“CUD”

CONSOLIDATED UTILITY DISTRICT

BY: _____
Carter Woodruff

ITS: Chairman, Board of Directors

STATE OF _____)

: ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared **Carter Woodruff**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person(s) to be the Chairman of the Board of Directors of **CONSOLIDATED UTILITY DISTRICT**, and that such person executed the within instrument for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(SEAL)

“CITY”

CITY OF MURFREESBORO

BY: _____
Shane McFarland
ITS: Mayor

ATTEST: _____
Amanda DeRosia, Interim City Recorder

APPROVED AS TO FORM:

Adam Tucker, City Attorney

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

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

Witness my hand and seal, this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____ (SEAL)

Exhibit 1 – 40-yr Depreciation Schedule (w/ 3% annual inflation adjustment)

Age of Asset (yrs)	City Participation % on Replacement Costs	City % Credit on Replacement Costs
1	97.6%	2.4%
2	95.2%	4.8%
3	92.9%	7.1%
4	90.5%	9.5%
5	88.2%	11.8%
6	85.9%	14.1%
7	83.6%	16.4%
8	81.2%	18.8%
9	78.9%	21.1%
10	76.6%	23.4%
11	74.3%	25.7%
12	72.0%	28.0%
13	69.7%	30.3%
14	67.5%	32.5%
15	65.2%	34.8%
16	62.9%	37.1%
17	60.6%	39.4%
18	58.4%	41.6%
19	56.1%	43.9%
20	53.9%	46.1%
21	51.7%	48.3%
22	49.4%	50.6%
23	47.2%	52.8%
24	45.0%	55.0%
25	42.8%	57.2%
26	40.6%	59.4%
27	38.4%	61.6%
28	36.3%	63.7%
29	34.1%	65.9%
30	32.0%	68.0%
31	29.8%	70.2%
32	27.7%	72.3%
33	25.6%	74.4%
34	23.5%	76.5%
35	21.4%	78.6%
36	19.3%	80.7%
37	17.2%	82.8%
38	15.2%	84.8%
39	13.1%	86.9%
40	11.1%	88.9%

COUNCIL COMMUNICATION
Meeting Date: 08/22/2024

Item Title: HVAC Preventive Maintenance Agreement Renewal

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renewal of Agreement for preventive maintenance for heating, ventilation, and air conditioning (HVAC) equipment for 29 city structures.

Staff Recommendation

Approve the renewal of the agreement with Lee Company.

Background Information

The city's goal is to become more proactive in its approach to building maintenance. Using an outside contractor for HVAC equipment servicing allows the city to identify problems before they arise and prolong the equipment's life cycle. The proposed renewal covers all the City's major structures.

This agreement is renewable for up to three years after the original award if agreeable to both parties. This is the final renewal option of the Original Agreement.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The expense is funded by the operating budgets of the nine participating departments: Airport, City Hall, Fleet, MPD, MFRD, Old Fort Golf, Parks & Recreation, Solid Waste, and Street.

Attachments

HVAC Preventive Maintenance Revival Agreement with Lee Company



**REVIVAL AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
LEE COMPANY**

This Revival Agreement, made this ___ day of _____, 2024, by and between the City of Murfreesboro ("City") and Lee Company, a Corporation of the State of Tennessee ("Contractor"), is for the purpose of HVAC Inspection and Maintenance Services.

W I T N E S S E T H

WHEREAS, the City and Contractor were parties to that certain agreement HVAC Inspection and Maintenance Services, dated May 6, 2022, attached hereto as Exhibit A (the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement was from July 1, 2022, through June 30, 2023, with the option for the City to extend the term of the Original Agreement for one-year renewals for a total potential term of three years; and

WHEREAS, the parties entered into the First Amendment of the Original Agreement on September 22, 2023, to exercise the first one year renewal option to extend the term to June 30, 2024; and

WHEREAS, the parties inadvertently failed to amend the Original Agreement to extend the term when the amended term expired, but continued to operate under the terms of the Original Agreement as if it had been extended; and

WHEREAS, the parties desire to enter into this Revival Agreement so that there will be a current contract between the parties for the services under the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Incorporation of Original Agreement and First Amendment. The parties hereto expressly acknowledge and agree that the Original Agreement and First Amendment are hereby revived and in full force and effect, subject to the terms below. All terms and conditions of the Original Agreement and First Amendment are incorporated herein by reference. Notwithstanding the forgoing, in the event of a conflict between a term in the Original Agreement, First Amendment, and this Revival, the terms of this Revival Agreement shall control.
2. Term. The term of this Revival Agreement shall have commenced on July 1, 2024, and shall expire on June 30, 2025. This is the final renewal option of the Original Agreement.


3. No Defaults. The parties agree that (i) neither party is currently in default under the terms of this Contract and (ii) each party has received the services and payment that would have been due to the party had the Original Agreement not inadvertently expired before it was extended.
4. All other terms of the Contract and First Amendment remain in full force and effect and are otherwise unchanged by this Revival Agreement.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures.

CITY OF MURFREESBORO

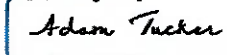
Shane McFarland, Mayor

LEE COMPANY:



Eric Hill, Director of Sales- Facility Services

Approved as to Form:



Adam F. Tucker, City Attorney

**Agreement
for
HVAC Inspection and Maintenance Services**

This Agreement is entered into and effective as of the 6th day of May 2022, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Lee Company**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-40-2022 – HVAC Inspection and Maintenance Services issued March 15, 2022 (the "Solicitation");
- Addendum #1, issued March 23, 2022
- Contractor's Proposal dated April 4, 2022 ("Contractor's Proposal");
- Contractor's Price Proposal dated April 4, 2022 (the "Price Proposal");
- Contractor's Proposal #MA22-12 dated April 19, 2022, 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, the Solicitation and Addendum #1; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor shall provide the City with Semi-Annual HVAC Inspection and Maintenance Services for the City of Murfreesboro's HVAC Systems in accordance with the Contractor's Proposal dated April 4, 2022, and the City ITB dated March 15, 2022, and Price Proposal.
- b. Supervision and Superintendence of Work.
 - i. 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 services. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - ii. 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.
 - i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal dated April 4, 2022. The Contractor will at all times maintain good discipline and order at the site.
 - ii. 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.
 - iii. 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. 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.
- e. Use of Premises.
 - i. 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.
 - ii. 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.
- f. Safety and Protection.
 - i. 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:
 - 1. All employees on the work and other persons who may be affected thereby,
 - 2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - 3. 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.

- ii. 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.
- g. 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.
- h. 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.

- i. 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.
- j. 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.
- k. Warranties. Provide warranty and repair in accordance with the Contract Documents for a period of twelve months upon completion of the work. Any required repairs during this warranty period shall be further warranted for a period of twelve months with the exception of warranties provided by the manufacturer(s) of equipment, all of which shall be transferred to the City upon completion of the work. Contractor shall do any and all things necessary to ensure that said manufacturers' warranties are valid and effectively transferred to the City and shall provide proof thereof upon completion of the work.

2. **Term.** The term of this Agreement commences on the July 1, 2022, and expires in one (1) year, with optional one-year renewals for up to three years by mutual agreement of Contractor and the City or earlier terminated as set forth herein. All bid prices shall be effective until the end of this contract term. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service, or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to April 1st of each subsequent year for approval and acceptance by the City Manager. 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.** The total contract price for the goods and other services to be provided under this Agreement is **Eighty-Three Thousand, Six Hundred Forty-Six**

Dollars and No Cents (\$83,646.00). The total contract price is based on two proposals submitted by Contractor; the first Proposal dated April 4, 2022, reflects a price of Seventy-four Thousand One Hundred Six Dollars and No Cents (\$74, 146.00), the second Proposal dated April 19, 2022, adds HVAC Inspection and Maintenance Services for the Murfreesboro Airport, located at 1930 Memorial Boulevard, and reflects a price of Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00). 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. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Airport maintenance and inspections invoiced to be billed separately and emailed to kfann@murfreesborotn.gov and accountspayable@murfreesborotn.gov. Invoices for all other departments should be submitted to accountspayable@murfreesborotn.gov.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information

and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	Lee Company
City of Murfreesboro	Attn: Christine Bradley
111 West Vine Street	4057 Rural Plains Circle
Murfreesboro, TN 37130	Franklin, TN 37064
	cbradley@leecompany.com

8. **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.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.


- 10. 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.
- 11. 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.
- 12. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, 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.
- 14. 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.
- 15. 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.


16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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 May 6, 2022 (the "Effective Date").

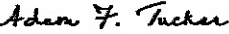
CITY OF MURFREESBORO

DocuSigned by:

By: _____
A8F648E76D74E7
Shane McFarland, Mayor

LEE COMPANY

DocuSigned by:

By: _____
095C9E90778C08
Eric Hill, Director of Sales-Facility Services

APPROVED AS TO FORM:

DocuSigned by:


A8A7035E5F9901
Adam F. Tucker, City Attorney

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	HVAC Inspection and Maintenance Services				
1	as Listed in ITB	1	Each	\$74,146.00	\$74,146.00
	Total				\$74,146.00



Asset Protection Agreement

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

Proposal Date: 4/19/2022
Proposal Number: MA22-12

Ph: 615-630-3279 Fax:

Bill To Identity	Agreement Location
Murfreesboro Municipal Airport 1930 Memorial Boulevard Murfreesboro, Tennessee 37129	Murfreesboro Municipal Airport 1930 Memorial Boulevard Murfreesboro, Tennessee 37129
Attn: Ryan Hulsey	Attn: Ryan Hulsey

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

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

Agreement coverage will commence on .

The Agreement price is \$9,500.00 per year, payable in advanced installments of \$2,375.00 per Quarter beginning on the effective date of 5/1/2022 through 4/30/2023.

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

Company

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Name & Title

Name (Print)

Date / Phone / Fax

Date

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



Inventory of Equipment

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	Freezer 001	Atosa	MBF8503GR	FR001	3 Ton	kitchen	kitchen
2	HP 001	MITSUBISHI	MUY-GL24NA	9 002217 T	2 Ton	outside	term 1 - Data rooms
1	HP 002	Trane	4TWR4060G1000A A	17333APR2F	5 Ton	Outside ground	Hanger2
1	HWHTR 001	HydroJet	HJ0001345	WH001	1	Term 1	kitchen and bathrooms
1	PKG 001	Rheem	RKQN-A048CM08E	F421901935	4 Ton	Ground	Hanger 2
2	PKG 001	trane	tsc060a3e0a0000	730102434L	5 Ton	Ground	hanger 2
1	PKG 001	Trane	AWCC3048A1000B A	14233SD29H	4 Ton	ground	hanger 1
1	PKG 002	Rheem	RKQN-A048CM08E	F421901936	4 Ton	Ground	term 1
1	PKG 003	Rheem	RKQN-A048CM08E	F421901937	4 Ton	Ground	term2
1	PKG 004	Rheem	RKQN-A048CM08E	F421901934	4 Ton	Ground	term2
1	REF 001	koolair	KDT0300A	k400	250 LBS Per Day	kitchen	kitchen
1	SPLT 001	RHEEM	RA1460CC1NB	W381900300	5 Ton	Ground	term 1
1	SPLT 002	Rheem	RA1460CC1NB	W351925369	5 Ton	Ground	term 1
1	SPLT 003	Rheem	RA1448AC1NB	W051908212	4 Ton	Ground	term 1
1	SPLT 004	Rheem	RA1436AC1NB	W321918046	3 Ton	Ground	term 1
1	SPLT 005	Trane	2TTB3060A1000A A	70744EG4F	5 Ton	Ground	Hanger 3 (mech shop)
1	SPLT 006	rheem	RA1460CC1NB	W351925380	5 Ton	Ground	term2
1	SPLT 007	Rheem	RA1460CC1NB	W381900319	5 Ton	Ground	term2
1	SPLT 008	Rheem	RA1436AC1NB	W321918043	3 Ton	Ground	term2
1	SPLT 009	rheem	RA1442CC1NB	W321952951	3.5 Ton	Ground	term2



Air Filter Service

Unit	Qty	Changes/Yr	Size	Type
HP 002	2	4	1X20X25	Extended Surface Pleated
PKG 001	2	4	1X20X25	Extended Surface Pleated
PKG 001	12	4	2X20X25	Extended Surface Pleated
PKG 001	2	4	2X20X25	Extended Surface Pleated
PKG 002	2	4	1X20X25	Extended Surface Pleated
PKG 003	2	4	1X20X25	Extended Surface Pleated
PKG 004	2	4	1X20X25	Extended Surface Pleated
SPLT 001	2	4	1X20X25	Extended Surface Pleated
SPLT 002	2	4	1X20X25	Extended Surface Pleated
SPLT 003	2	4	1X20X25	Extended Surface Pleated
SPLT 004	2	4	1X20X25	Extended Surface Pleated
SPLT 005	2	4	1X20X25	Extended Surface Pleated
SPLT 006	2	4	1X20X25	Extended Surface Pleated
SPLT 007	2	4	1X20X25	Extended Surface Pleated
SPLT 008	2	4	1X20X25	Extended Surface Pleated
SPLT 009	2	4	1X20X25	Extended Surface Pleated

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

This First Amendment to the Agreement for HVAC Inspection and Maintenance for the City of Murfreesboro, dated May 6, 2022 ("Contract") is effective as of 9/22/2023, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Lee Company, a Corporation of the State of Tennessee ("Contractor").

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

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

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

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

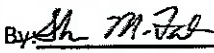
NOW, THEREFORE, City and Contractor hereby amend the Contract as follows:

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

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

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

CITY OF MURFREESBORO

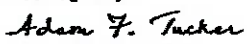
DocuSigned by:

By: _____
Shane McFarland, Mayor

LEE COMPANY

DocuSigned by:

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

APPROVED AS TO FORM:

DocuSigned by:

By: _____
Adam F. Tucker, City Attorney



Asset Protection Agreement

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

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

Ph: 615-630-3279 Fax:

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

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

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

Agreement coverage will commence on ____ / ____ / ____

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

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

Company

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Name & Title

Name (Print)

Date / Phone / Fax

Date

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



Inventory of Equipment

Assets							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 001	REZNOR	N/A	N/A	5000 BTU	FS-11	complex
1	PKG 001	York	ZH120N15N2TAC4 B	NOL9329767	10 Ton	2140 N Thomp	complex
1	PKG 002	York	ZF180N24N2TBC1 B	NOL9323359	12.5 Ton	2140 N Thomp	complex
1	PKG 003	York	ZJ048N06N2TBC1C	NOM9329763	4 Ton	2140 N Thomp	complex
1	PKG 004	York	ZH150N15N2TAC4 B	NOL9329763	12.5 Ton	2140 N Thomp	complex
1	PKG 005	York	ZH120N15N2TAC4 B	NOL9328768	10 Ton	2140 N Thomp	complex
1	SPLT 001	Mitsubishi	PURY- P144TLMJA-A	99W01212	12 Ton	FS-11	complex



Air Filter Service

Assets

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Contract for Turnout Gear

Department: Fire Rescue

Presented by: Chief Mark McCluskey

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract with NAFECO for turnout gear.

Staff Recommendation

Approve the contract with NAFECO.

Background Information

MFRD purchases turnout gear every year for Fire Trainees and replacement gear for Firefighters as gear expires. The department requests to purchase 40 sets of turnout gear through the Sourcewell Contract with NAFECO.

Council Priorities Served

Maintain public safety

Turnout gear provides protection to personnel allowing them to perform their job safely and effectively.

Fiscal Impacts

The expenditure, \$153,600, is funded by the Department's annual operating budget.

Attachment

NAFECO Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LION FIRST RESPONDER PPE, INC.
FOR PURCHASE OF TURNOUT GEAR**

This Contract is entered into and effective as of _____ (the “Effective Date”) by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (the "City"), and **LION FIRST RESPONDER PPE, INC.**, a corporation of the State of Ohio (“Contractor”).

This Agreement consists of the following documents:

- This Contract
- Sourcewell Contract #010424-LIO with Lion First Responder PPE, Incorporated, effective date through March 27, 2028, hereinafter referred to as “Sourcewell Contract”
- North America Fire Equipment, Incorporated (authorized Lion First Responder PPE, Inc. Dealer), Quote #1260362, dated July 17, 2024 (“Contractor’s Proposal”)
- 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 Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Sourcewell Contract #010424-LIO;
- Lastly, Lion First Responder PPE, Inc.’s authorized dealer, North America Fire Equipment, Inc., Quote #1260362, dated July 17, 2024.

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase the following goods as set forth in the Contractor’s Proposal and as set forth in the Sourcewell Contract #010424-LIO:

- Item Number CVB_1260362 (40 each): Lion V-Force Bi-Swing Coat, gold armor AP (PSGQ27883-A) for \$1,985.00 each.
- Item Number PVF_1260262 (40 each): Lion V-Force Pant with Harness and Suspenders, gold armor AP (PSGQ27883-A) for \$1,855.00 each.

2. Term. The term of this Agreement shall begin on the Effective Date first listed above for a period of one year. Contractor’s performance may be terminated in whole or in part:

- a. Upon 30 days prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under the Agreement is set forth in the Contractor's Proposal, which reflects a **Total Purchase Price of One Hundred Fifty-Three Thousand Six Hundred Dollars and Zero Cents (\$153,600.00)**, including freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first.
 - b. Deliveries of all items shall be made within sixty days of order to: Murfreesboro Fire Department, Logistics Office-Receiving, 1311 Jones Boulevard, Murfreesboro, TN 37129. Delivery Contact: Brady Lutton (tel: 615-893-1311, email: 0672@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.
 - c. 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 Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 4. Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer and Omnia Contract. The warranty period begins on the date the equipment is delivered and accepted by the City.
- 5. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

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

7. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.

2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Ronald Woodall, Vice President
North America Fire Equip. Inc., dba
NAFECO
PO Box 2928
Decatur, AL 35602
Ronald.woodall@nafeco.com

- 10. Compliance with Laws.** Contractor agrees to comply with any applicable federal, states and local laws and regulations.
- 11. 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.
- 12. Modification.** This Agreement 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. No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. 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.
- 20. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 21. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned

by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 22. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
- 23. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. 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.
- 26. 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.
- 27. 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

NORTH AMERICA FIRE EQUIPMENT, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Ronald Woodall
4C2E4B91DF074EE...
Ronald Woodall, Vice President

Approved as to form:

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Bulk Fuel Purchase Contract
Department: Fleet Services
Presented by: Kyle Lingo, Assistant 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

Contract for Bulk Fuel Purchases for use in the City's motor vehicles and equipment

Staff Recommendation

Approve the contract with Tri Star Energy, LLC

Background Information

City vehicles and generators use fuel received at our two fueling stations and other bulk storage tanks in the city to perform their daily functions. We put out an invitation to bid for our fuel needs and Tri Star Energy came in as the lowest responsible bidder.

Council Priorities Served

Responsible budgeting

Acquiring fuel for use in City equipment by utilizing a bid contract, allows City operations to be conducted uninterrupted and cost-effectively.

Fiscal Impact

Fuel purchase expenses will come from each department's vehicle and equipment fueling budget.

Attachments

Contract for Bulk Fuel Purchases with Tri Star Energy, LLC

**Contract for Bulk Fuel Purchase
Between
the City of Murfreesboro
And
Tri Star Energy, LLC**

This Contract is entered into and effective as of the _____ 2024, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Tri Star Energy, LLC, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- This Contract
- ITB-51-2024 Bulk Fuel Purchase, issued June 25, 2024 (the "Solicitation");
- Contractor's Proposal, dated July 17, 2024 ("Contractor's Proposal"), herein provided as Exhibit A; and,
- Any properly executed amendments to this Contract.

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 Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-51-2024 – Bulk Purchase of Fuel" listed under "Bid Specifications – Section 2" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. Upon execution of this contract, the bulk fuel must be delivered within twenty-four (24) hours after ordering for the West Main Street facility and within seventy-two (72) hours after ordering for all locations. The City's contact person for this contract, Kyle Lingo, (615-642-1899, desk ext. 2102) must be notified of delivery date and time within twenty-four (24) hours prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. **Contact persons in other City departments using this contract will vary.**

- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required 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.
- e. 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 Invitation to Bid.
- f. Every delivery 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.
- g. Contract pricing shall be made available to any City department wishing to utilize this contract.

2. Term.

The initial term of this Contract commences on the Effective Date and expires in one year from Effective Date, and is **renewable for four (4) additional one-year periods (for a total of five years) per mutual written agreement between City and Contractor**. Mutual contract renewals shall be made in the form of an Amendment to this Contract and shall not be effective until approved by the City Council. Should the City desire to renew the contract, a written notice will be furnished to the contractor not less than sixty (60) days prior to the expiration date of the contract, unless earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part: Upon 30-day prior notice, for the convenience of the City.

- a. 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
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- c. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- d. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. **Price.** Contractor shall provide bulk fuel products based on the specifications listed in the Solicitation and Contractor’s Proposal (“Exhibit A”) as follows:

PRODUCT/ DELIVERY SIZE	B GALLONS DELIVERED	C NASHVILLE ROCK AVG. (cents)	D MARKUP/ DISCOUNT (cents) 4 decimal places	E UNIT COST (C + D= E) 4 decimal places	F EXTENDED COST (B X E= F) 4 decimal places
Unleaded 87 – Bobtail	5,000	\$ 2.676	.2500	2.9260	\$14,630.0000
Unleaded 87 – Tanker	40,000	\$ 2.676	-.0575	2.6185	\$104,740.0000
Unleaded 87 - Tanker 10% ethanol	8,500	\$2.174	-0.0050	2.1690	\$18,436.5000
Diesel 2 – Bobtail	5,000	\$ 2.380	.2500	2.6300	\$13,150.0000
Diesel 2 – Tanker	40,000	\$ 2.380	+.0171	2.3971	\$95,884.0000
GRAND TOTAL	98,500				\$246,840.0000

4. **Payment and Delivery.**

- a. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor’s bid submitted in response to “ITB-51-2024 – Bulk Purchase of Fuel,” and prices reflected in Exhibit A. Invoices must bear the purchase order number. Invoices will be sent to: Fleet Services Department, 4753 Florence Road, Murfreesboro, TN 37130 and to Accounts Payable at: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- c. 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.
- d. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods and delivered, by the City.

6. **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.

7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **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 generally accepted accounting principles.
12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
13. **Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
14. **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.
15. **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, 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 Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion,

sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 17. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
- 18. Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 19. Integration.** This Contract 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.
- 20. 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.
- 21. Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
- 22. Indemnification and Hold Harmless.**

 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the

negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

23. **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: If to the Contractor:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Tri Star Energy, LLC
Jordan Broyles, Director of Commercial
1740Ed Temple Boulevard
Nashville, TN 37208
jbroyles@tristarenergy.com

24. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance and auto liability insurance both with limits of not less than \$1,000,000 per occurrence, as well workers' compensation insurance as required by the State of Tennessee. Both the general liability and auto liability policies must be endorsed or written to name as additional insureds the following: "the City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents." Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents."
25. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
26. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
27. **Federal Certifications and Assurances.** The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various federal statutes, executive orders, and regulations, including without limitation: Executive Order 11246 – Equal Employment Opportunity; Executive Order 12612 – Federalism; 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor; Office of Management and Budget Circular A-102; and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements." Contractor shall comply with the following federal certifications and assurances:

- 28. Cargo Preference Requirements (46 U.S.C. 1241; 46 CFR Part 381).** Contractor agrees:
- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
 - b. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and
 - c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 29. Energy Conservation Requirements (42 U.S.C, 6321 et seq; 40 CFR Part 18).** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 30. Clean Water Requirements (33 U.S.C. 1251).**
- a. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - b. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 31. Lobbying (39 U.S.C. 1352; 49 C.F.R. Part 20).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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, an 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 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient. Contractor shall complete certification attached hereto as Exhibit B.

- 32. Access to Records and Reports (49 U.S.C. 5325; 2 C.F.R. 200.336 ; 49 CFR 633.17).** The following access to records requirements apply to this Contract:
- a. Because the City is an FTA Recipient and/or a sub grantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. In accordance with 2 C.F.R. 200.333, Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
 - d. FTA does not require the inclusion of these requirements in subcontracts.
- 33. Federal Changes (49 CFR Part 18).** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(21) dated October 2014) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- 34. Clean Air Act (42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18).**
- a. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - b. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 35. Recycled Products (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873).** Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

36. No Government Obligation to Third Parties.

- a. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

37. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307.

- a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- b. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.(3) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

38. Government-wide Debarment and Suspension. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that Contractor, its principals, as defined at 49 CFR 29.995, and/or its affiliates, as defined at 49 CFR 29.905, are **not** excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, a copy of which appears as Exhibit A to this Contract, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

39. Civil Rights Requirements. The following requirements apply to the underlying contract:

a. City as recipient of federal transportation administration funds.

i. *Nondiscrimination.* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to the underlying contract:

1. *Race, Color, Religion, National Origin, Sex, Family Status.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to 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 C.F.R. 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 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal

transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. *Disabilities*. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- b. *City as federal contractor*. 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:
 - i. **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.**
 - ii. **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.**
 - iii. **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.**
 - c. *Incorporation of requirements in subcontracts*. Contractor further agrees to include these requirements in each subcontract, modified only if necessary to identify the affected parties.

40. Disadvantaged Business Enterprises.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Rover Public Transit's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.

- b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Murfreesboro deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
 - c. Contractor will report to the City its DBE participation on the contract obtained through race-neutral means.
 - d. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that work from the City of Murfreesboro. In addition, Contractor may not hold retainage from its subcontractors.
 - e. Contractor must promptly notify the City of Murfreesboro whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.
41. **Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1F).** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Murfreesboro requests which would cause City of Murfreesboro to be in violation of the FTA terms and conditions.
42. **ADA Access.** Contractor shall comply with 49 U.S.C. 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
43. **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.
44. **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.
45. **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.

- 46. **Effective Date.** This Contract 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.

CITY OF MURFREESBORO

CONTRACTOR NAME

Tri Star Energy, LLC

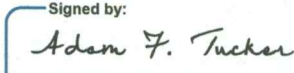
By: _____

By:  _____
3C404D7BD3DB482...

Shane McFarland, Mayor

Jordan Broyles, Director of Commercial

Approved as to form:

 _____
43A2035E51F9401...

Adam Tucker, City Attorney

**MURFREESBORO PURCHASING DEPARTMENT
BID FORM**

ITB- 51-2024 Bulk Fuel Purchase	Name of Bidder: Tri Star Energy Fuel, LLC Date: July 17, 2024
--	--

Bidder must complete the sample invoice and use the markup/discount set forth in Chart A when completing Chart B. The low bidder will be determined based upon Chart B of the bid form. Both Charts A and B must be typed.

**NOTE: Even though the City has discontinued use of unleaded premium (Octane 93), pricing is requested in the event the City resumes purchase of it.*

CHART A	PRODUCT	DELIVERY SIZE	MARKUP/DISCOUNT (cents over rack price) List four decimal places
	Unleaded 87	Bobtail Delivery	.3000
	Unleaded 87	Tanker Delivery	-.0575
	Unleaded 87 10% ethanol	Tanker Delivery	-.0050
	Diesel 2	Bobtail Delivery	.3000
	Diesel 2	Tanker Delivery	+.0171
	Unleaded 93*	Bobtail Delivery	
	Unleaded 93*	Tanker Delivery	

CHART B	PRODUCT/ DELIVERY SIZE	B GALLONS DELIVERED	C NASHVILLE RACK AVG. (cents)	D MARKUP /DISCOUNT (cents) 4 decimal places	E UNIT COST (C + D= E) 4 decimal places	F EXTENDED COST (B x E= F) 4 decimal places
	Unleaded 87- Bobtail	5,000	\$ 2.676	.2500	2.9260	\$14,630.0000
	Unleaded 87- Tanker	40,000	\$ 2.676	-.0575	2.6185	\$104,740.0000
	Unleaded 87 - Tanker 10% ethanol	8,500	\$ 2.174	-0.0050	2.1690	\$18,436.5000
	Diesel 2-Bobtail	5,000	\$ 2.380	.2500	2.6300	\$13,150.0000
	Diesel 2-Tanker	40,000	\$ 2.380	+.0171	2.3971	\$95,884.0000
	GRAND TOTAL	98,500				\$246,840.0000

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Acceptance of TN Urban and Community Forestry Program Grant

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Tennessee Urban and Community Forestry Program Grant through the State of Tennessee, Department of Agriculture.

Staff Recommendation

Approve Tennessee Urban and Community Forestry Program Grant.

Background Information

Parks and Recreation applied for and was awarded this grant to further develop and enhance the Youth L.E.D. program (Leadership, Environment, Development). Outdoor Murfreesboro’s Natural Resources Division will use these funds to implement a youth workforce development program designed to cultivate leadership within the Urban Forestry community, along with improving workforce knowledge around management, maintenance, and stewardship.

Council Priorities Served

Establish strong City brand


City youth will be engaged in an intensive 8-week program to address the identified needs of improved tree canopy and workforce development programs in our community.

Fiscal Impact

Grant funding to Murfreesboro Parks and Recreation is a total of \$160,500.

Attachment

Grant Contract

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date	End Date	Agency Tracking #	Edison ID		
09/01/2024	08/31/2027	-			
Grantee Legal Entity Name				Edison Vendor ID	
City of Murfreesboro				4110	
Subrecipient or Recipient		Assistance Listing Number 10.727 Inflation Reduction Act Urban & Community Forest			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient					
		Grantee's fiscal year end 6/30FY25			
Service Caption (one line only)					
IRA Urban & Community Forestry Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY25		160,500.			160,500.
TOTAL:		\$160,500.00			\$160,500.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Competitive selection based upon Inflation Reduction Act Request for Application (RFA) released by Tennessee Urban and Community Forestry Program.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of Tennessee Urban and Community Forestry Program – IRA Funding, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Grantee's activities shall align with the project proposal, work plan and budget to include:
- a. Development of food forest design curriculum
 - b. Training of staff
 - c. Design and implementation of summer intensive program with high school students
 - d. Promotion and implementation of Participating Neighbors Program
 - e. Tree planting
 - f. Invasive species removal
 - g. Development of ecological design curriculum
 - h. Completion and submission of project reports as requests/scheduled
 - i. Acknowledgement of TN Division of Forestry and U.S. Forest Service as funders of the project
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment TWO, is incorporated in this Grant Contract.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on September 1, 2024 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.#. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Sixty Thousand Five Hundred dollars (\$160,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment ONE is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Agriculture | Division of Forestry
P.O. Box 40627
Nashville, TN 37220
forestry.nashville@tn.gov
Telephone # 615.837.5520

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).

- (5) Grantor: Tennessee Department of Agriculture.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ashley Kite-Rowland | Urban & Community Forestry Program Coordinator
Tennessee Department of Agriculture – Forestry Division
406 Hogan Road
Nashville, TN 37220
Telephone # 615-815-6921
Forestry.Nashville@tn.gov

The Grantee:

Kim Lampert
City of Murfreesboro Parks and Recreation Department
PO Box 748
Murfreesboro, TN 37133
Telephone # 615-890-5333
klampert@murfreesborotn.gov

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

E.3. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE	DATE
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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF AGRICULTURE:

CHARLIE HATCHER, D.V.M., COMMISSIONER	DATE
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APPROVED AS TO FORM

Adam F. Tucker

Adam F. Tucker, City Attorney

ATTACHMENT ONE

GRANT BUDGET					
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following					
Applicable					
Period:		BEGIN: 9/1/2024	END: 8/31/2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT	
	Salaries, Benefits & Taxes	0.00	0.00	0.00	
	Professional Fee, Grant & Award ²	131,800.	0.00	131,800.00	
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	28,700.	0.00	28,700.00	
	Travel, Conferences & Meetings	0.00	0.00	0.00	
	Interest ²	0.00	0.00	0.00	
	Insurance	0.00	0.00	0.00	
	Specific Assistance To Individuals	0.00	0.00	0.00	
	Depreciation ²	0.00	0.00	0.00	
	Other Non-Personnel ²	0.00	0.00	0.00	
	Capital Purchase ²	0.00	0.00	0.00	
	Indirect Cost	0.00	0.00	0.00	
	In-Kind Expense	0.00	0.00	0.00	
	GRAND TOTAL	\$160,500.00	0.00	\$160,500.00	

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Certification fees, Staff Educational Training,	131,800.
TOTAL	\$131,800.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Murfreesboro
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	62-6000374
Federal award date	7/1/2023-6/30/2028
Subaward Period of Performance Start and End Date	9/1/2024-8/31/2027
Subaward Budget Period Start and End Date	9/1/2024-8/31/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.727 Inflation Reduction Act. Urban & Community Forestry
Grant contract's begin date	9/1/2024
Grant contract's end date	8/31/2027
Amount of federal funds obligated by this grant contract	\$160,500.00
Total amount of federal funds obligated to the subrecipient	\$160,500.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,125,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Urban Tree Community Program Tennessee implementation of Inflation Reduction Act Urban and Community Forestry Program Tree Planting and Related Activities
Name of federal awarding agency	USDA
Name and contact information for the federal awarding official	Yvonne Holmes 1720 Peachtree Street NW Suite 700 Atlanta, GA 30309 470-303-9783 Yvonne.holmes@usda.gov
Name of pass-through entity	Tennessee Department of Agriculture
Name and contact information for the pass-through entity awarding official	Ashley Kite-Rowland PO Box 40627 Nashville, TN 37220 Forestry.nashville@tn.gov
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE**Youth LED Budget Narrative****Core Summer Program**Certification Curriculum Development

Year 1: Oregon State University \$51,000

Year 2: New Directions in the American Landscape \$40,000

Central to our Youth LED summer intensive program is the certification curriculum development component. This foundational element is being crafted in collaboration with esteemed professionals from Oregon State University and New Directions in the American Landscape—leaders in urban/ecological design professional development. The curriculum is specifically tailored to serve our target audience within our distinct ecoregion. It features comprehensive modules that introduce students to fundamental design concepts while integrating principles of ecology and food forestry relevant to southeastern United States flora and plant communities. Each partner has provided a cost estimate encompassing instructor time dedicated to planning, developing, delivering certain portions of the curriculum, and offering consultation services. Additional costs cover partner project management and access to the partner's online learning platform. Full details can be found in the partner curriculum development proposals.

Staff Training

Year 1: \$0 - OSU covers staff training costs.

Year 2: \$1200 - NDAL's Ecological Landscape Design Course for 2 staff

The programs offered by NDAL and OSU will be jointly overseen by personnel from each organization with parks staff. Consequently, it is imperative for the parks staff to undergo training through active participation in these programs to gain comprehensive knowledge of the modules, concepts, and expected outcomes. OSU has generously offered to forego program fees for staff. Staff training for NDAL's program includes fees associated with online learning platforms and compensation for instructor time.

Field Trips

Year 2: \$300

Year 3: \$300

During the summer, field trips will primarily focus on visits to local non-profits and community sites that exemplify practical applications of ecological and food forest design. These excursions may include botanical gardens, urban farms, and other inspiring locations for our students. The anticipated costs are limited to entry fees where applicable. We anticipate taking 1 field trip per summer @ \$25 per person x 10 students and 2 staff.

Youth Stipend

Year 2: \$5000

Year 3: \$5000

The Youth Stipend, designed as an incentive for students to participate with full commitment to the program, gives each student \$500 at the end of the summer, with the stipulation that attendance and program parameters are met. We will offer 10 stipends @ \$500.

Interpretive Signage

ATTACHMENT THREE

Year 1: \$1500

Year 2: \$1500

Year 3: \$1500

All public space projects undertaken by students as part of this program will feature interpretive and educational signage that provides information on ecological restoration efforts, food forests initiatives, and key program partners. The associated costs include conceptualization, printing signs, and procuring mounting materials for outdoor installations. Estimated cost per signage is \$150-\$200 @ 7-10 signs.

Promotional Materials

Year 1: \$500

Promotional materials for developing awareness around the Youth LED program will be developed with students, teachers, and parents as the audience. Working with our marketing department and contracted designers, costs associated with this line item will go towards concept designs for paper, signs, and social media graphics, printing, and distribution of flyers and other materials that promote the program.

Invasive Plant Control

Year 1: \$3300

Year 2: \$3300

Year 3: \$3300

Professional invasive plant removal will offer an opportunity for interns to work alongside trained restoration experts as they tackle one of the most difficult invasive species to manage: winter creeper. Situated in a 20-acre urban woodland/wetland at Oaklands Park (a focus location for this project), winter creeper is in abundance and incredibly difficult to manage. Invasive Plant Control has worked with us on other restoration projects. Costs associated with this include 2-3 full days of invasive plant removal at IPC's daily rate. The contracted rate for this service is \$1650 for a team of 2 per day.

Supplies/Uniforms

Year 1: \$2500

Year 2: \$2000

Year 3: \$1500

To effectively administer a comprehensive landscape design program and ensure the proper handling of safety equipment and tools necessary for land-related tasks, we must secure essential supplies. These items are crucial not only for daily operations but also to meet the demands of special projects and ensure their appropriate storage and maintenance. Supply costs include the purchase of safety glasses/gloves, hand tools, gardening materials, and other supplies needed depending on the project. Additionally, students participating in this program will be actively engaged in outdoor activities, serving as representatives of the Murfreesboro Parks Natural Resource Division within our public spaces. The expenses associated with uniforms include one pair of outdoor boots and two t-shirts that align with staff uniform standards. Purchase boots @ estimated cost of \$75 per student x 10 students, 2 T-shirts @ \$12 per shirt x 10 students.

ATTACHMENT THREE**Community Outreach and Continuing Education**Trees/Installation for Neighbors

Year 1: \$8000

Year 2: \$8000

Year 3: \$8000

Neighbors of Patterson Community Center who choose to participate in allowing summer students to utilize their property for a design project can also sign up to receive trees from a selected list of native/non-native food bearing trees, as well as contracted tree installations. Costs include price for 1 to 2 large caliper trees (@ \$150-\$200 per tree), contract installation costs (approx. \$200-\$300 per tree), and one gator bag (\$25/each) per tree for the first two years of watering. We estimate 10-20 trees per year.

Tree Guild Materials

Year 1: \$1200

Neighbors who elect to have trees planted in their yard will also receive educational materials in the form of a pamphlet or printed guide on planting a tree guild specific to the selected tree. Costs include working with professionals to develop tree guild planting guides for 5-10 tree species. We estimate costs for professional research and graphics to be \$200 per guide.

Neighbors Educational Classes

Year 1: \$1400

Year 2: \$1400

Year 3: \$1400

Neighbors who participate in the summer design project will be invited to up to 3 workshops hosted at Patterson Community Center for free. Potential educational workshop topics may include urban gardening, sustainable practices, tree care, products from harvest, cooking classes based on what's growing in the garden, etc. Costs associated with these line items include working with experts to develop workshop curriculum, instructor fees, and any supplies needed depending on the workshop type. Curriculum development and supplies we estimate to be \$300 per class. Instructor fees \$100-\$120 per class x 3 classes.

Promotional Materials

Year 1: \$500

Promotional materials for developing awareness around the Neighbor Participation outreach component of the Youth LED program will be developed with neighbors of Patterson Park Community Center in mind as the audience. Working with our marketing department and contracted designers, costs associated with this line item will go towards concept designs for paper, signs, and social media graphics, printing, and distribution of flyers and other materials that promote the program.

Student Continuing Education Workshops

Year 1: \$900

Year 2: \$900

ATTACHMENT THREE

Year 3: \$900

The end of the summer intensive for students will begin the opportunity for up to 2 of those students to continue as interns for a 6-month period with the Natural Resource Division. Part of this internship includes additional continuing education opportunities in the form of green career-oriented presentations from industry professionals, and online workshops or webinars from partner organizations such as Natural Areas Association, National Recreation and Parks Association, or similar organizations. Costs include presenter honoraria and registration fees associated with online webinars. We anticipate spending \$100 per instructor for up to 4 in-person workshops, as well as \$100 per online workshop per student @ 2 workshops for 2 students.

Materials and Supplies

Year 1: \$500

Year 2: \$500

Year 3: \$500

This line item includes costs associated with any materials or supplies needed to ensure the safety and success of the intern, as well as any materials associated with presentation needs. Materials and supplies may include safety gear, such as glasses, ear/face protection, poison ivy block and bug spray, or presentation materials such as copies,

ATTACHMENT THREE

Detailed Work Plan - Murfreesboro Parks and Recreation Youth LED Program			
<u>2024</u>			
<i>Objective 1: Begin Phase 1 of program development</i>			
Action Items		Start Date	Completion Date
1	Develop Certificate in Food Forest Design for 2025 Summer Intensive with Oregon State University (OSU)	August 2024	March 2025
<i>METRICS: Tangible copies of curriculum and instruction format documented and turned in on time.</i>			
2	Develop application procedure	August 2024	October 2024
<i>METRICS: Student application developed: application, essay component, 2 teacher references; approved by supervisor, approved by legal department</i>			
3	Develop legal documents/waivers for summer intensive and participating neighbors	August 2024	October 2024
<i>METRICS: liability waivers developed, approved by supervisor, approved by legal department</i>			
4	Develop marketing materials for youth summer intensive	September 2024	November 2024
<i>METRICS: Themed marketing materials developed: 1 flyer developed, project webpage developed, social media graphics developed</i>			
5	Develop marketing materials for participating neighbors	September 2024	November 2024
<i>METRICS: Themed marketing materials developed: 1 flyer developed, posted at Parks and Recreation community centers, project webpage developed, social media graphics developed</i>			
6	Staff training: 2 staff attend and complete OSU's Food Forest Design program	September 2024	November 2024
<i>METRICS: Staff complete OSU's food Forest Design program and pass requirements</i>			
7	Equipment shed installed and outfitted.	September 2024	October 2024
<i>METRICS: Building purchased and installed on-site with permit; equipment shed supplies purchased and installed.</i>			
<i>Objective 2: Continue developing student volunteers with Holloway Environmental Science students during school year at project sites</i>			
Action Items		Start Date	Completion Date
1	Work with Holloway Env. Science students (volunteerism) - spring semester at Patterson	March 2024	May 2024
<i>METRICS: Pilot landscape bed at Patterson community center prepped - unwanted plants removed.</i>			
2	Work with Holloway Env. Science students (volunteerism) - fall semester at Patterson	September 2024	November 2024
<i>METRICS: Pilot landscape bed planted with food plants - soil amendments, food plants purchased and installed.</i>			

ATTACHMENT THREE

Objective 3: Begin urban forest restoration project at Oakland's Park			
Action Items		Start Date	Completion Date
1	Contract with IPC to begin invasive management at Oaklands Park	November 2024	January 2025
<i>METRICS: Estimate received from IPC, contract developed and approved by supervisor and legal team, work days scheduled with IPC, work completed over 2 days.</i>			
2025			
Objective 1: Begin Phase 2 of Program development			
Action Items		Start Date	Completion Date
1	Promote summer intensive to schools, teachers, parents	January 2025	April 2025
<i>Metrics: developed materials from Phase 1 distributed out in the community via social media, Rutherford County Schools communications team/newsletter, and through High School science teachers.</i>			
2	Promote participating neighbors program	March 2025	May 2025
<i>Metrics: developed materials from Phase 1 printed and distributed throughout Patterson Park Community Center, McFadden Community Center, Social media, Murfreesboro Housing Authority Communications team, and Holloway High School communications team.</i>			
3	Line up field trips	February 2025	May 2025
<i>Metrics: 1 summer field trip reserved for a location TBD (emphasis on botanical garden, urban food center, or other site appropriate for the students), for 10 students and 2 staff. Transportation lined up via Parks and Rec vehicle, transportation waivers signed by parents.</i>			
4	Line up special guest presenters	February 2025	May 2025
<i>Metrics: At least 2 guest presenters for summer intensive booked for a 1-2 hour presentation on topics relevant to either food forest or ecological landscape design/management. Potential presenters include Invasive Plant Control, Nashville Foodscapes, Community Garden leaders, Ag Extension agents, TN Urban Forestry staff, etc.</i>			
5	Develop tree guild pamphlet for target species	March 2025	Sept 2025
<i>Metrics: request for proposals sent out, contract service provider selected, professional service agreement signed, materials developed by September 2025</i>			
6	Develop student surveys for end of course feedback	March 2025	March 2025
<i>Metrics: surveys developed and approved by supervisor</i>			
7	Work with Patterson Staff on incorporating summer intensive students into their summer food program, to provide breakfast and lunch for students.	March 2025	May 2025

ATTACHMENT THREE

	<i>Metrics: applications filled out by parents.</i>		
8	Begin Application Period for Summer Intensive	End of March 2025	End of April 2025
	<i>Metrics: open application by end of March. Close applications by end of April. Selection committee developed, applications processed, 10 students selected by first of May.</i>		
9	Line up participating neighbors	May 2025	May 2025
	<i>Metrics: close signups, gather information from applications, communicate with qualifying participants, and compile preferences for classes, tree species, etc.</i>		
10	Supplies purchased for summer intensive	May 2025	May 2025
	<i>Metrics: all needed supplies cataloged and purchased.</i>		
11	Notifications sent out to students	May 2025	May 2025
	<i>Metrics: Students and parents notified, schedules sent out, student agreement signed and returned, waitlist developed.</i>		
Objective 2: complete first summer intensive			
Action Items		Start Date	Completion Date
1	Conduct summer intensive at Patterson Park Community Center based on OSU's Food Forest Design Certification Program	Late May 2025	Late July 2025
	<i>Metrics: classes complete, designs complete, grades complete, partner presenters, field trip conducted, certificates issued (see OSU proposal for full details)</i>		
2	Complete student surveys	August 2025	August 2025
	<i>Metrics: surveys sent out to students</i>		
3	Program review with staff	August 2025	August 2025
	<i>Metrics: critical analysis of program successes and deficiencies, plan for improvements developed</i>		
4	Presentation to Commission	Sept 2025	Sept 2025
	<i>Metrics: program stats interpreted, presentation developed of program successes and deficiencies, presentation delivered to Parks and Rec Commission</i>		

ATTACHMENT THREE

Objective 3: Continue developing student volunteers with Holloway Environmental Science students during school year at project sites			
Action Items		Start Date	Completion Date
1	Work with Holloway Env. Science students (volunteerism) - spring semester at Patterson	March 2025	May 2025
<i>Metrics: maintain pilot food forest bed at Patterson</i>			
2	Work with Holloway Env. Science students (volunteerism) - fall semester at Patterson/Holloway	September 2025	November 2025
<i>Metrics: new design prep work complete/existing beds maintained</i>			
Objective 4: Participating Neighbors program completed			
Action Items		Start Date	Completion Date
1	Line up class presenters	August 2025	Nov 2025
<i>Metrics: class topics selected based on neighbor feedback and partner availability, speakers lined up, classes scheduled, participating neighbors communicated with, class registration set up, single event flyer developed for classes and posted at Patterson, social media, and other communication avenues.</i>			
2	Purchase Trees	September 2025	October 2025
<i>Metrics: compile neighbor feedback on tree selections, communicate with City urban forest crew on tree selections, trees ordered.</i>			
3	Tree Installation	September 2025	November 2025
<i>Metrics: proposals received, contract service provider selected, Professional Service agreement completed, planting days scheduled. All trees installed by November.</i>			
4	Participating neighbors classes completed at Patterson	December 2025	February 2026
<i>Metrics: classes held in winter, attendance marked, program surveys sent out</i>			
Objective 5: Begin student internship program			
Action Items		Start Date	Completion Date
1	Internship selection process developed	May 2025	July 2025
<i>Metrics: process developed and approved by supervisor. Parameters include student interest, age, availability, and completion of summer intensive with certification awarded, HR derived application process developed.</i>			
2	Line up continuing education programs (3) for interns	January 2026	February 2026
<i>Metrics: At least 2 in-person experiences and 2 online workshops for interns booked for a 1-2 hour training workshop on topics relevant to either food forest, habitat, ecological landscape maintenance or training in specialized management tools including chainsaws, selected herbicide application, prescribed fire, etc. Potential presenters include Invasive Plant Control, Nashville Foodscapes, City Arborist, TDEC, TN Urban Forestry staff, etc.</i>			

ATTACHMENT THREE

3	Begin application process	August 2025	Sept 2025
	<i>Metrics: applications received, interviews conducted</i>		
4	Interns selected	October 2025	
5	Begin internship program	October 2025	May 2026
Objective 6: continue urban forest restoration project at Oakland's Park			
Action Items		Start Date	Completion Date
1	Contract with IPC to begin invasive management at Oaklands Park	November 2025	January 2026
	<i>METRICS: Estimate received from IPC, contract developed and approved by supervisor and legal team, work days scheduled with IPC, work completed over 2 days.</i>		
Objective 7: Begin phase 3 of program development			
Action Items		Start Date	Completion Date
1	Develop Certificate in Ecological Landscape Design for 2026 Summer Intensive with New Directions in the American Landscape (NDAL)	August 2025	December 2025
	<i>METRICS: Tangible copies of curriculum and instruction format documented and turned in on time.</i>		
2	Develop marketing materials for youth summer intensive 2026	September 2025	November 2025
	<i>METRICS: Themed marketing materials developed: 1 flyer developed, project webpage developed, social media graphics developed</i>		
3	Develop marketing materials for participating neighbors 2026	September 2025	November 2025
	<i>METRICS: Themed marketing materials developed: 1 flyer developed, posted at Parks and Recreation community centers, project webpage developed, social media graphics developed</i>		
4	Staff training: 2 staff attend and complete NDAL's Ecological Landscape Design program	November 2025	March 2026
	<i>METRICS: Staff complete NDAL's ecological landscape design program and pass requirements</i>		

ATTACHMENT THREE

<u>2026</u>			
Objective 1: Continue phase 3 of program development			
Action Items		Start Date	Completion Date
	Begin promotion of summer intensive to schools, teachers, parents	January 2026	April 2026
<i>Metrics: developed materials from Phase 1 modified and distributed out in the community via social media, Rutherford County Schools communications team/newsletter, and through High School science teachers.</i>			
	Begin promotion of participating neighbors	January 2026	April 2026
<i>Metrics: developed materials from Phase 1 modified, printed and distributed throughout Patterson Park Community Center, McFadden Community Center, Social media, Murfreesboro Housing Authority Communications team, and Holloway High School communications team.</i>			
	Line up field trips	February 2026	May 2026
<i>Metrics: 1 summer field trip reserved for a location TBD (emphasis on botanical garden, urban food center, or other site appropriate for the students), for 10 students and 2 staff. Transportation lined up via Parks and Rec vehicle, transportation waivers signed by parents.</i>			
	Line up special guest presenters	February 2026	May 2026
<i>Metrics: At least 2 guest presenters for summer intensive booked for a 1-2 hour presentation on topics relevant to either food forest or ecological landscape design/management. Potential presenters include Invasive Plant Control, Nashville Foodscapes, Community Garden leaders, Ag Extension agents, TN Urban Forestry staff, etc.</i>			
	modify student surveys for end of course feedback	March 2026	March 2026
<i>Metrics: surveys modified and approved by supervisor</i>			
	Begin Application Period for Summer Intensive	End of March 2026	End of April 2026
<i>Metrics: open application by end of March. Close applications by end of April. Selection committee developed, applications processed, 10 students selected by first of May.</i>			
9	Line up participating neighbors	May 2026	May 2026
<i>Metrics: close signups, gather information from applications, communicate with qualifying participants, and compile preferences for classes, tree species, etc.</i>			
10	Supplies purchased for summer intensive	May 2026	May 2026
<i>Metrics: all needed supplies cataloged and purchased.</i>			
11	Notifications sent out to students	May 2026	May 2026
<i>Metrics: Students and parents notified, schedules sent out, student agreement signed and returned, waitlist developed.</i>			
Objective 2: Complete second summer intensive			
Action Items		Start Date	Completion Date
1	Conduct summer intensive at Patterson Park Community Center based on NDAL's Ecological Landscape Design Certification Program	Late May 2026	Late July 2026
<i>Metrics: classes complete, designs complete, grades complete, partner presenters, field trip conducted, certificates issued (see NDAL's proposal for full details)</i>			
2	Complete student surveys	August 2026	August 2026
<i>Metrics: surveys sent out to students</i>			
3	Program review with staff	August 2026	August 2026
<i>Metrics: critical analysis of program successes and deficiencies, plan for improvements developed</i>			

ATTACHMENT THREE

4	Presentation to Commission	September 2026	September 2026
	<i>Metrics: program stats interpreted, presentation developed of program successes and deficiencies, presentation delivered to Parks and Rec Commission</i>		
Objective 3: Continue developing student volunteers with Holloway Environmental Science students during school year at project sites			
Action Items		Start Date	Completion Date
1	Work with Holloway Env. Science students (volunteerism) - spring semester at Patterson	March 2026	May 2026
	<i>Metrics: maintain pilot food forest bed at Patterson</i>		
2	Work with Holloway Env. Science students (volunteerism) - fall semester at Patterson/Holloway	September 2026	November 2026
	<i>Metrics: new design prep work complete/existing beds maintained</i>		
Objective 4: Participating Neighbors program completed			
Action Items		Start Date	Completion Date
1	Line up class presenters	August 2026	November 2026
	<i>Metrics: class topics selected based on neighbor feedback and partner availability, speakers lined up, classes scheduled, participating neighbors communicated with, class registration set up, single event flyer developed for classes and posted at Patterson, social media, and other communication avenues.</i>		
2	Purchase Trees	September 2026	October 2026
	<i>Metrics: compile neighbor feedback on tree selections, communicate with City urban forest crew on tree selections, trees ordered.</i>		
3	Tree Installation	September 2026	November 2026
	<i>Metrics: proposals received, contract service provider selected, Professional Service agreement completed, planting days scheduled. All trees installed by November.</i>		
4	Participating neighbors classes completed at Patterson	December 2026	February 2027
	<i>Metrics: classes held in winter, attendance marked, program surveys sent out</i>		
Objective 5: Begin student internship program			
Action Items		Start Date	Completion Date
1	Line up continuing education programs (3) for interns	January 2026	February 2026
	<i>Metrics: At least 2 in-person experiences and 2 online workshops for interns booked for a 1-2 hour training workshop on topics relevant to either food forest, habitat, ecological landscape maintenance or training in specialized management tools including chainsaws, selected herbicide application, prescribed fire, etc. Potential presenters include Invasive Plant Control, Nashville Foodscapes, City Arborist, TDEC, TN Urban Forestry staff, etc.</i>		
2	Begin application process	August 2026	September 2026
	<i>Metrics: applications received, interviews conducted</i>		
3	Interns selected	October 2026	
4	Begin internship program	October 2026	May 2027

ATTACHMENT THREE

<i>Objective 6: continue urban forest restoration project at Oakland's Park</i>			
Action Items		Start Date	Completion Date
1	Contract with IPC to begin invasive management at Oaklands Park	November 2026	January 2027

ATTACHMENT THREE

Item	Description	\$\$Year 1	\$\$Year 2	\$\$Year 3
Student Summer Program-Grant funded				
Certification Program Curriculum Development	Oregon State University (OSU) Food Forest Certification	\$51,000		
	New Directions in the American Landscape (NDAL) Ecological Landscape Design Certification		\$40,000	
Staff Training	OSU's Food Forest Certification Program (3x\$900)	\$0		
	NDAL's Ecological Landscape Design Program (2x\$600)		\$1,200	
Field Trips	Offsite admission fees \$25 for students and staff (x12)		\$300	\$300
Youth Stipend	End of summer \$500 stipend per student x10		\$5,000	\$5,000
Interpretive Signage	Developmet and printing of informative signs for site installs	\$1,500	\$1,500	\$1,500
Promotional Materials	Materials developed to promote summer intensive to students/teachers.	\$500		
Invasive Plant Control, Inc	2 days of invasive wintercreeper treatment at Oaklands Park (\$1650 per day)	\$3,500	\$3,300	\$3,300
Uniforms	\$100 per student x10 (T-shirts, work boots)	\$1,000	\$1,000	\$1,000
Supplies	design supplies (graph paper, colored pencils, stencils, etc.), soil amendmets, plants/seed, fertilizer, shovels, hand saws, gloves, safety glasses, sunscreen, wheelbarrows, what else?	\$1,500	\$1,000	\$500
Supplies for Equipment shed	Work bench, tool holders, hooks, cabinet	\$1,500	\$500	\$500
Murfreesboro Parks and Recreation In-Kind Program Contributions				
Cafeteria staff	PT staff \$13/hr @ 6 hrs a day for 26 days	\$2,100	\$2,100	\$2,100
Equipment Shed	To stay on Holloway Campus in fenced in area	\$9,500		
Food	26 days in the summer: breakfast, lunch, and snack. (approx \$20 a day per student x 10)	\$5,200	\$5,200	\$5,200
Parks and Rec Program staff	FT staff \$31/hr @ 820 hrs per year - coordinate, teach, administer grant	\$25,420	\$25,420	\$25,420
	PT staff \$14/hr @ 820 hrs per year - coordinate, teach, grounds maintenance	\$11,480	\$11,480	\$11,480
Travel Expenses	\$.49/mi x 500 miles		\$245	\$245
Participating Neighbors/Public Outreach-Grant funded				
Trees	10-20 Large caliper trees for 10 sites	\$3,500	\$3,500	\$3,500
Tree installation	Private property tree install- approx. \$200 per tree	\$4,000	\$4,000	\$4,000
Gator Bags	For all trees installed	\$500	\$500	\$500
Tree Guild Materials	Cost to develop tree guild planting guides for selected trees.	\$1,200		

ATTACHMENT THREE

Curriculum/Educational Classes	Develop programs/supplies for public/neighbors centered around sustainable practices/maintenance/tree care and using harvest.	\$1,000	\$1,000	\$1,000
Instructor fees	For neighbor classes (at least 3)	\$400	\$400	\$400
Promotional Materials	Materials developed to promote summer participating neighbors' program to neighbors.	\$500		
Internship Program-Grant funded				
Continuing education workshops	Instructor fees for 4 workshops	\$400	\$400	\$400
	Registration fees for 1 online workshop (approx \$50 per student x10)	\$500	\$500	\$500
	Materials and Supplies	\$500	\$500	\$500
Murfreesboro Parks and Recreation In-Kind Internship Contributions				
Intern positions	\$13/hr x 2 positions for 6 months (24 weeks at 25 hours a week)		\$15,600	\$15,600
Intern uniforms	T-shirts/hoodies \$50 per intern		\$100	\$100
		\$\$Year 1	\$\$Year 2	\$\$Year 3
Total costs provided by Parks and Recreation		\$53,700	\$60,145	\$60,145
Total costs provided by Urban and Community Forestry Grant		\$73,000	\$64,600	\$22,900
Total Program costs		\$126,700	\$124,745	\$83,045
<i>*Blue line items funded by grant</i>				
<i>*Green line items funded by parks and rec</i>				

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Professional Services Contract Amendment

Department: Information Technology Department

Presented by: Ronald Head, Assistant Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Requesting extension of IT professional services contract.

Staff Recommendation

Approve the contract amendment.

Background Information

The City entered into a contract with Castaway Technical Services on September 22, 2022, for IT Professional Consulting Services. The initial contract was "not to exceed" \$50,000. Given the ongoing needs and Castaway's satisfactory performance, the City proposes to extend the contract term until September 2025 and increase the "not to exceed" amount to \$150,000. The proposed Second Amendment serves to formalize these changes while maintaining all other terms and conditions of the original contract.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

Castaway Technical Services Contract Amendment

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Purchase of Police Vehicles from Lonnie Cobb Ford

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of two new police vehicles.

Staff Recommendation

Approve the purchase of two new police vehicles from Lonnie Cobb.

Background Information

The purchase of two 2025 Ford unmarked, admin vehicles. These vehicles will include aftermarket police equipment, which is provided by State contract.

This purchase is available through the State’s General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The cost of this purchase, \$98,252, is funded by the FY24 CIP.

Attachments

Contract with Lonnie Cobb Ford, Inc.

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

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

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC.***
- ***Sales Quotation dated July 12, 2024, from Lonnie Cobb Ford, LLC for two (2) 2025 Explorer 4dr 4x4 Active (K8D) with admin package and optional equipment added (uplifting) as listed***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC***
- ***Lastly, Sales Quotation dated July 12, 2024, from Lonnie Cobb Ford, LLC for two (2) 2025 Explorer 4dr 4x4 Active (K8D) with admin package and optional equipment added (uplifting) as listed ("Contractor's Quotation")***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase two (2) 2025 Explorer 4dr 4x4 Active (K8D) with admin package and optional equipment added (uplifting) as listed as listed on Sales Quotation dated July 12, 2024.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/80355 on December 31, 2024, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in Contractor's Quotations for a **total purchase price of \$98,252.00**. Unit pricing per vehicle is \$49,126.00.
- b. 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.
- c. Deliveries of all items for the Murfreesboro Police Department shall be made by June 30, 2025 to Attn: Robert Holloway – Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Robert Holloway (tel. 615-849-2673; email: 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of

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

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

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

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Lonnie Cobb Ford
Stephen Blackstock, Fleet Manager
1618 Highway 45 North
Henderson, TN 38340
Lcag.fleet@gmail.com

- 7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject

to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

Lonnie Cobb Ford, LLC.

By: _____
Shane McFarland, Mayor

By: _____
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

SWC 209

Lonnie Cobb Contract # 80355

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 520



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 07/12/2024





Prepared by: STEVEN BLACKSTOCK
07/12/2024

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

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 520

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Accessories Warranty

Accessories warranty 36 months/36,000 miles

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



Prepared by: STEVEN BLACKSTOCK
07/12/2024

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

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 520

As Configured Vehicle

Code	Description	MSRP
K8D	Base Vehicle Price (K8D)	\$41,625.00
200A	Equipment Group 200A Standard Package <i>Includes:</i> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - 3.58 Non-Limited Slip Rear Axle - Tires: P255/65R18 AS BSW <i>Includes mini spare.</i> - Wheels: 18" Sparkle Silver-Painted Aluminum - Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i> - Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
99H	Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i>	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited Slip Rear Axle	Included
STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included
8	Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

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



Prepared by: STEVEN BLACKSTOCK
07/12/2024

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

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.</p> <p><i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i></p>	
425	50 State Emissions System	STD
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	N/C
YZ_02	Oxford White	N/C
light package	light package - per attached quote	\$8,246.00
SUBTOTAL		\$49,871.00
Destination Charge		\$1,595.00
TOTAL		\$51,466.00

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



Prepared by: STEVEN BLACKSTOCK
07/12/2024

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

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 520

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$41,625.00
Options		\$0.00
Colors		\$0.00
Upfitting		\$8,246.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$51,466.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$2,340.00
Total		\$49,126.00

Customer Signature

Acceptance Date

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

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Statewide School Resource Officer Program Grant Application and School MOUs

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Memorandum of Understanding between the City and Murfreesboro City Schools and Rutherford Collegiate Prep school for submission of the Statewide SRO grant.

Staff Recommendation

Approve the application for the Statewide SRO grant and the MOU with Murfreesboro City Schools and Rutherford Collegiate Prep school.

Background Information

The Department has been informed by the Department of Safety and Homeland Security that grant funds are available, for the second year, to local law enforcement agencies after the agency completes the submission of an application for funding and a MOU between the law enforcement agency and the local education authorities.

The SRO grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee. Local law enforcement agencies are eligible to apply for funding not to exceed \$75,000 per year, per school for which they are responsible for providing SRO services.

Currently, MPD has SROs on staff in 14 schools that qualify, for a grand total of \$1,050,000 annually. It is not known at this time how long this program will be available.

Council Priorities Served

Safe and Livable Neighborhoods

SROs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Fiscal Impacts

Total State award is \$1,050,000 which will be used to offset the FY25 salaries and benefits of the SROs currently on staff with MPD.

Attachments:

1. MOU between the City and Murfreesboro City Schools
2. MOU between the City and Rutherford Collegiate Prep

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MURFREESBORO
AND
MURFREESBORO POLICE DEPARTMENT
AND
MURFREESBORO CITY SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the above-named parties. Each individually as “Party” or collectively as “Parties”.

WHEREAS, well developed School Resource Officer (“SRO”) programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer (“SRO”) has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). “School resource officer” means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA.” The term “law enforcement officer” as defined under § 39-11-106 means an “officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses.” An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency (“LEA”) has the same meaning as in Tennessee Code Annotated § 49-1-103(2). “Local education agency (LEA)”, ‘school system’, ‘public school system’, ‘local school system’, ‘school district’, or ‘local school district’ means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly.”

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers (“SROs”) in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term “Sheriff” shall include

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the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

- III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
- i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
 - ii. A landline telephone to be located in the office;
 - iii. Access to a computer work station; and
 - iv. Secretarial assistance when needed by the SRO.
- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.

- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

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- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
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- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.
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- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
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- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
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- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (“D.A.R.E.”) and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff’s Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2025. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days’ written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the

Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.

XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.

XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively

maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.

- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 ATTN: Karen Lampert, Grant Manager

Sheriff or Michael Bowen, Chief of Police
 Chief of Police: 1004 North Highland Avenue
 Murfreesboro, TN 37130

LEA or Public Charter Murfreesboro City Schools
 School: 2552 South Church Street
 Murfreesboro, TN 37130
 ATTN: Dr. Trey Duke, Director of Schools


- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.

- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.

- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.


IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

MURFREESBORO CITY SCHOOLS

DocuSigned by:

 1A6D87E0C62041F...
 Dr. Trey Duke, Director of Schools


DATE: 8/7/2024

**CITY OF MURFREESBORO on behalf of
MURFREESBORO POLICE DEPARTMENT**

DocuSigned by:

 88F17CACBD0C439... Michael
 Bowen, Chief of Police

DATE: 8/14/2024

 Shane McFarland, Mayor

APPROVED AS TO FORM:

 43A2035E51F8401...
 Adam F. Tucker, City Attorney

Attachment A follows this page

**ATTACHMENT A
SCHOOLS COVERED BY THIS MOU**

School Name Black Fox Elementary	
Address 1753 S. Rutherford Blvd.	
City Murfreesboro	TDOE Directory School # 7

School Name Bradley Academy	
Address 511 Dr. Martin Luther King	
City Murfreesboro	TDOE Directory School # 10

School Name Cason Lane Academy	
Address 1330 Cason Lane	
City Murfreesboro	TDOE Directory School # 15

School Name Discovery School	
Address 1165 Middle Tennessee Blv	
City Murfreesboro	TDOE Directory School # 5

School Name Erma Siegel Elementary	
Address 135 W. Thompson Lane	
City Murfreesboro	TDOE Directory School # 18

School Name Hobgood Elementary	
Address 307 Baird Lane	
City Murfreesboro	TDOE Directory School # 20

School Name John Pittard Elementary	
Address 745 Dejarnette Lane	
City Murfreesboro	TDOE Directory School # 35

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School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

School Name	
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MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF MURFREESBORO
AND
MURFREESBORO POLICE DEPARTMENT AND
ReTHINK FORWARD, INC. dba RUTHERFORD COLLEGIATE PREP

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WHEREAS, well developed School Resource Officer (“SRO”) programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

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- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (“D.A.R.E.”) and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff’s Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2025. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days’ written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the

Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.

XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.

XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively

maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.

- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 ATTN: Karen Lampert, Grant Manager

Michael Bowen, Chief of Police

Sheriff or 1004 North Highland Avenue Murfreesboro, TN 37130
 Chief of Police:

ReThink Forward, Inc., dba Rutherford Collegiate Prep

LEA or Public Charter 4420 Manson Pike
 School: Murfreesboro, TN 37130
 ATTN: Stacie Batson, Principal

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.

- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.

- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

**ReTHINK FORWARD INC. dba
RUTHERFORD COLLEGIATE PREP**

Signed by:
Stacie Batson
3200030938E84CF...
Stacie Batson, Principal

DATE: 8/13/2024

**CITY OF MURFREESBORO on behalf of
MURFREESBORO POLICE DEPARTMENT**

DocuSigned by:
Michael Bowen
66F17CACBD0C439...
Michael Bowen, Chief of Police

DATE: 8/14/2024

Shane McFarland, Mayor

APPROVED AS TO FORM:
Signed by:
Adam F. Tucker
43A2835E51F9401
Adam F. Tucker, City Attorney

Attachment A follows this page

ATTACHMENT A
SCHOOLS COVERED BY THIS MOU

School Name Rutherford Collegiate Prep	
Address 4420 Manson Pike	
City Murfreesboro	TDOE Directory School # 8047

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Increase in Number of SRO Stipends

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Increase the number of SRO stipends.

Staff Recommendation

Approve the request to increase the number of SRO stipends to 29.

Background Information

MPD currently has 22 SROs on staff. Each SRO currently receives a \$2,600 annual stipend. The department plans to add seven SROs to the School Safety Division which would require an additional \$18,200 in stipend expenses.

Council Priorities Served

Maintain Public Safety

SROs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Fiscal Impact

The FY25 expense, \$18,200, will be funded by the department's current operating budget. Future expenses will be funded through MPD's operating budget.

Attachments

None

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Revival Agreement with On-Duty International, LLC

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Revival agreement with On-Duty International, LLC.

Staff Recommendation

Approve the revival agreement for the purchase and installation of safety equipment for new police vehicles from On-Duty.

Background Information

The initial contract between the City and On-Duty was approved by Council on July 22, 2022. Subsequently, the contract was extended for an additional year, which has recently expired. The revival agreement will extend the contract through July 21, 2025, and provides an updated unit pricing of \$12,389 per vehicle.

Council approved the purchase of 15 new police vehicles on November 30, 2023. These vehicles are expected to arrive over the next few months and will require to be outfitted with all the safety equipment. These units will be utilized by the Uniformed Division.

Council Priorities Served

Safe and Livable Neighborhoods

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

Fiscal Impact

The total purchase of \$185,835 is provided for in the department's FY24 CIP, funded from General Fund.

Attachments

Revival Agreement between The City of Murfreesboro and On Duty International, LLC



**REVIVAL AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
ON DUTY INTERNATIONAL LLC**

This Revival Agreement, made this ____ day of _____, 2024 by and between the City of Murfreesboro (“City”) and On Duty International LLC, a limited liability company of the Commonwealth of Kentucky (“Contractor”), is for the purpose of police vehicle equipment.

W I T N E S S E T H

WHEREAS, the City and Contractor were parties to an agreement for Police Vehicle Equipment, dated July 22, 2022, attached hereto as Exhibit A (the “Original Agreement”); and

WHEREAS, the initial term of the Original Agreement was from July 22, 2022, through July 22, 2023, with the option for the City to extend the term of the Original Agreement for a total potential term of five years; and

WHEREAS, the parties entered into the First Amendment of the Original Agreement on August 4, 2023, to exercise the first one year renewal option to extend the term to July 21, 2024; and

WHEREAS, the parties inadvertently failed to amend the Original Agreement to extend the term for a second one-year renewal option when the First Amendment term expired, but continued to operate under the terms of the Original Agreement as if it had been extended; and

WHEREAS, the parties desire to enter into this Revival Agreement so that there will be a current contract between the parties for the services under the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Incorporation of Original Agreement.** Incorporation of Original Agreement and First Amendment. The parties hereto expressly acknowledge and agree that the Original Agreement and First Amendment are hereby revived and in full force and effect, subject to the terms below. All terms and conditions of the Original Agreement and First Amendment are incorporated herein by reference. Notwithstanding the forgoing, in the event of a conflict between a term in the Original Agreement, First Amendment, and this Revival, the terms of this Revival Agreement shall control.
2. **Term.** The term of this Revival Agreement shall have commenced on July 21, 2024, and shall expire on July 21, 2025. The City shall have the right to extend this Contract as set forth in the Original Agreement. This is the third of five optional renewals. An extension of the term of this Contract must be affected through a written amendment to the Contract.

3. Price Increase. The parties agree to the price increase detailed in Contractors Quotation #S03974 dated June 21, 2024, which provides updated unit pricing which reflects a cost of \$12,389.00 per vehicle.
4. No Defaults. The parties agree that (i) neither party is currently in default under the terms of this Contract and First Amendment and (ii) each party has received the services and payment that would have been due to the party had the Original Agreement and First Amendment not inadvertently expired before it was extended.
5. All other terms of the Original Agreement and First Amendment remain unchanged.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures.

CITY OF MURFREESBORO

Shane McFarland, Mayor

ON DUTY INTERNATIONAL LLC

Signed by:

John Bradley

John T. Bradley, Sales Manager

Approved as to Form:

Signed by:

Adam F. Tucker

Adam F. Tucker, City Attorney



On Duty Depot
 6833 N. HWY 1247
 Science Hill KY 42553
 USA

☎ (918) 221-7822

✉ billing@ondutydepot.us

🌐 <http://www.ondutydepot.us>

Customer Address
Murfreesboro Police Dept. 1004 N Highland Ave. Murfreesboro TN 37130 USA ☎ 615-893-1311

Service Location
Murfreesboro Police Dept. 1004 N Highland Ave. Murfreesboro TN 37130 USA ☎ 615-893-1311

Description
Patrol Unit 2024/2025

Quotation # S03974

Quotation Date:

06/21/2024

Expiration:

07/21/2024

Salesperson:

John Bradley

Payment Terms:

30 Days

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
[13031 / 634689639178] Arm Rest, Jotto Side Mount Single	1.00 Units	76.00	\$ 76.00
[13382 / 121424940654] Console, Jotto Utility 20+ Contour "	1.00 Units	294.00	\$ 294.00
[06609 / 287714924410] Computer Mount, Jotto Mamba W/A-MOD XL Short Clamps	1.00 Units	516.00	\$ 516.00
[06873 / 101109178939] Faceplate, Jotto Pathfinder 17 Button 4"	1.00 Units	26.00	\$ 26.00
[11826 / 585225852711] Faceplate, Jotto Desk Motorola APX Self Contained 3"	1.00 Units	26.00	\$ 26.00
[4176 / 507994127489] XStream Dash/Deck, FedSig Dual BWA Wire End	2.00 Units	171.00	\$ 342.00
[4175 / 614048193267] XStream, FedSig BWA Single Wired Dash/Deck	2.00 Units	99.00	\$ 198.00
[5541 / 444861070631] LED Undercover, Fed Sig Z BW	4.00 Units	53.00	\$ 212.00
[5489 / 677006764153] MicroPulse, FedSig MPS63 BAW	4.00 Units	110.00	\$ 440.00
[12202 / 606803765386] Bracket, FedSig MPS6 L Universal	2.00 Units	10.00	\$ 20.00
[5486 / 901895016456] MicroPulse Ultra, Federal Signal FS MPS62 BW	4.00 Units	77.00	\$ 308.00
[5460 / 913389622315] MicroPulse, FedSig MPS122U BW	2.00 Units	96.00	\$ 192.00
[13427 / 263438373793] Lightbar, FedSig Valor 51" BWA Flood	1.00 Units	1,900.00	\$ 1,900.00
[5075 / 944957742649] Siren, FedSig Pathfinder 17 Button Package	1.00 Units	864.00	\$ 864.00
[40006 / 719299448998] Speaker, FedSig AS124	1.00 Units	122.00	\$ 122.00
[06849 / 4267379689] Push Bumper, FedSig Utility 20+ DFC	1.00 Units	595.00	\$ 595.00



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 billing@ondutydepot.us
 http://www.ondutydepot.us

[07365 / 218428740776] Top Light Channel, FedSig 4 Light Utility 20+	1.00 Units	49.00	\$ 49.00
[5255 / 809619200138] OBD Cable, FedSig Pathfinder Utility 20+ 25'	1.00 Units	94.00	\$ 94.00
RBC2-FPIU20ND Utility Dual Rumbler Bracket	1.00 Units	0.00	\$ 0.00
[07242 / 41267599356] Rumbler Compact Subwoofer Kit, FedSig Pair	1.00 Units	395.00	\$ 395.00
[5162 / 958335183726] Gun Rack, Setina Dual 1 Small W HK 1 1082E Blac-Rac, Trigger Guard/Receiver	1.00 Units	588.00	\$ 588.00
[06754 / 177250609129] Partition, Setina Utility 20+ TM Coated Slider TN Contract	1.00 Units	640.00	\$ 640.00
[13464 / 739005288376] Window Armor, Setina Utility 20+ Poly	1.00 Units	197.00	\$ 197.00
[13396 / 911325559763] Door Panel, Setina Black Polymer Installs Over OEM Panels	1.00 Units	198.00	\$ 198.00
[06561 / 273754209370] Transport Seat Full Cover W Poly Cargo Barrier & Belts, Setina Utility 20+	1.00 Units	1,146.00	\$ 1,146.00
[06758 / 678170935533] Cargo Drawer, American Aluminum Single Drawer W Basket Utility 20+	1.00 Units	1,144.00	\$ 1,144.00
[11986 / 564281241730] Cup Holder, Jotto ABS 4"	1.00 Units	35.00	\$ 35.00
[4863 / 238905813233] Installation, Labor	1.00 Units	1,522.00	\$ 1,522.00
[5013 / 908707246328] Misc Installation Supplies	1.00 Units	250.00	\$ 250.00

Total \$ 12,389.00

Customer Notes

Pre-work Signature

Signed By



On Duty Depot
6833 N. HWY 1247
Science Hill KY 42553
USA
(918) 221-7822
billing@ondutydepot.us
<http://www.ondutydepot.us>

Terms & Conditions

To view On Duty Depot's Terms and Conditions, please visit <https://www.ondutydepot.us/terms>. Terms & Conditions may change at any time without prior notice. On Duty Depot is not responsible for damages caused by acts of God or theft/vandalism to vehicles/property left on On duty Depot's properties and/or facilities. Any property left in care, custody or control of On Duty Depot is the responsibility of the client, including delivery accidents, transport accidents, or acts of God. If paying by credit card, a 4% fee will be added to the total invoice amount. Please remit checks to the address at the top of the invoice. Checks sent to wrong address does not relinquish fees caused by late invoice due dates. By signing below, you the customer, agree to and have read these terms & conditions.

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: United Systems Contract for Badger Water Meters

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with United System's to purchase water meters for inventory.

Staff Recommendation

Approve contract to purchase 400 - 5/8" Badger water meters. The Water Resources Board approved the contract on July 23rd.

Background Information

United Systems is the sole source provider of compatible water meters within our region. These meters will be placed in inventory and used for new installations and replacements.

Council Priorities Served

Responsible budgeting

Maintaining adequate inventory levels allows for the continuous monitoring of water consumption.

Fiscal Impact

The expense, currently \$74,000 but estimated to be less than \$135,000 per year, is funded by MWRD FY25 Expense Budget.

Attachments

United Systems Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
UNITED SYSTEMS AND SOFTWARE, INC.**

This Contract is entered into and effective as of the _____ 2024 ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **UNITED SYSTEMS AND SOFTWARE, INC.**, a corporation of the State of Kentucky ("Contractor"), and sole source provider of products procured using this contract.

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's Sales Quote dated July 15, 2024 (Contractor's Quote), Exhibit A***
- ***Any properly executed amendments to this Contract.***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Finally, Contractor's Sales Quote dated July 15, 2024 (Contractor's Quote)***

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for 400 5/8" Badger Water Meters with Itron Connections at \$185.00 each, reflecting a **TOTAL PURCHASE PRICE of *Seventy-four Thousand Dollars and Zero Cents (\$74,000.00)***. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Water Resources Department shall be made within 90-120 days of issuance of Purchase Order to Attn: Charles Hancock – Water Resources Department – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Charles Hancock (tel. 615-642-6751 x3213; email: chancock@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. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.

5. **Indemnification.**

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

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

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

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

If to the City of Murfreesboro:
City of Murfreesboro
Attn: City Manager
P.O. Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:
United Systems & Software, Inc.
Attn: Kyle Deering
91 Southwest One Blvd.
Benton, KY 42025
270-527-3293

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor.

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

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a) **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b) **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

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

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
17. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
18. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Contract and Contractors Quote 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.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **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.

- 23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of this Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

United Systems & Software, Inc

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Kyle Deering _____
Kyle Deering, Account Manager

APPROVED AS TO FORM:

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



P.O. Box 547 | 91 Southwest One Blvd. | Benton, Kentucky 42025
Phone: 270.527.3293 | 800.455.3293 | FAX: 270.527.3132
www.united-systems.com

United Systems & Software, Inc. is a technical services firm that specializes in the software development and information technology to utilities and local government. Founded in 1977, USS now serves over 400 customers within nine-state region. As a distributor of Itron Automatic Meter Reading (AMR) and metering technology, we offer complete AMR systems, radio transmitters & receivers, handheld & mobile computers, software, installation, training and support.



July 15, 2024

Bid Quotation For:

Murfreesboro Water

Note— Thank you for this opportunity to quote on your information technology and meter reading requirements.

Kind Regards,

Kyle Deering, Account Manager
United Systems & Software, Inc.

Qty	Product/Service Description	Unit Price	Ext. Price
400	Disc, M25 5/8"(1/2x7-1/2), CI Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 6 PACK,	\$185.00	\$74,000.00
Total-			\$ 74,000.00

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: WRRF Wet Weather Upgrades Contract

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with Reeves Young, LLC (RY) to upgrade facilities at the WRRF to treat peak wet weather flows.

Staff Recommendation

Approve the contract with RY based on Legal’s review and approval as to form. The Water Resources Board approved awarding the contract on July 23rd.

Background Information

In June of 2022 staff reviewed a study conducted by SSR detailing the WRRF’s existing hydraulic capacity along with the necessary upgrades to handle the flows generated by peak wet weather events in the Department’s sanitary sewer collection system service area. In July 2022, the Board approved the Engineering design to upgrade the WRRF with additional filters, additional UV disinfection equipment and piping upgrades to bring the wet weather capacity of the WRRF from 60 to 80 million gallons per day (MGD). The attached exhibit illustrates these improvements. The estimated probable construction cost at that time was \$8,150,000. These wet weather upgrades will be necessary and beneficial as part of any future WRRF treatment expansion (e.g., oxidation ditch and clarifiers).

Bids were received July 2, 2024, and staff received a recommendation of award from SSR and the bid tabulation. SSR has successfully worked with RY in the past and RY has also been awarded the Full-Scale Thermal Dryer project as well.

Council Priorities Served

Responsible budgeting

MWRD began designating funds within the FY20 Working Capital Reserves for this project.

Expand infrastructure

This upgrade increases the wet weather capacity at the WRRF from 60 to 80 million gallons per day.

Fiscal Impact

The contract, \$7,185,000, will be paid for through the Department's Working Capital Reserves.

Attachments

1. SSR Recommendation
2. Bid Tabulation



July 3, 2024

VIA EMAIL ONLY

Mrs. Valerie Smith
Interim Director
Murfreesboro Water Resources Department
P. O. Box 1477
Murfreesboro, TN 37133-1477

RE: Recommendation of Award
SSR No. 2141002.0

The bids for Murfreesboro Water Resource Recovery Facility (WRRF) Wet Weather Upgrades were received by the City of Murfreesboro Water Resources Department (MWRD) at 2:00 p.m. CDT on July 2, 2024, and were read publicly. There was a total of two (2) bids submitted and opened. The total base bid prices for the bidders are listed below. All prices will be listed in the enclosed certified bid tabulation. The purpose of this letter is to make a recommendation regarding the award of the contract.

- | | |
|--|-----------------|
| 1. Reeves Young, LLC
45 Peachtree Industrial Boulevard
Sugar Hill, GA 30518 | \$ 7,185,000.00 |
| 2. Cumberland Valley Constructors, Inc.
2518 Plum Street
Nashville, TN 37207 | \$ 8,223,152.00 |

Reeves Young is the apparent low bidder for the project at a total base bid of \$7,185,000.00. No discrepancies were found in their bid. SSR has successfully worked with Reeves Young on the Gibson Creek Equalization Facility project completed in 2023, and Reeves Young was recently awarded the WRRF Full-Scale Thermal Dryer project. A Dun and Bradstreet Business Information Report for Reeves Young, LLC has been obtained to verify credit worthiness and it indicated nothing of concern. Therefore, SSR recommends that the contract be awarded to Reeves Young in the amount of \$7,185,000.00.

If you have questions regarding this information or require additional information, please contact me at (615) 460-0481 or bmartin@ssr-inc.com.

Sincerely,

SMITH SECKMAN REID, INC.

Brian L. Martin, P.E.
Senior Civil Engineer

Enclosure

cc: Darren Gore, John Strickland, Josh LeMay – MWRD
BDF – SSR
File (1)

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BID TABULATION SHEET MWRRF WET WEATHER UPGRADES CITY OF MURFREESBORO, TENNESSEE SSR NO. 2241002.0 Page 1 of 1 BID DATE: JULY 2, 2024 2:00 PM CDT TIME	Cumberland Valley Constructors, Inc. 2518 Plum Street Nashville, TN 37207 License No: 63464 Expiration Date: March 31, 2026 License Classification: BC; CMC; HC; HRA; MU Monetary Limits: Unlimited	Reeves Young, LLC 45 Peachtree Industrial Blvd. Sugar Hill, GA 30518 License No: 70709 Expiration Date: January 13, 2025 License Classification: BC; MU Monetary Limits: Unlimited
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SCHEDULE A - LUMP SUM BID ITEMS			
ITEM NO.	DESCRIPTION	ITEM TOTAL	ITEM TOTAL
1	Murfreesboro Water Resource Recovery Facility Phase 4F – Wet Weather Upgrades, complete lump sum bid excluding Schedules B and D.	\$5,207,763.00	\$4,173,211.00

SCHEDULE B - UNIT PRICE ITEMS							
ITEM NO.	SPEC SECTION	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	ITEM TOTAL	ITEM TOTAL
2	33 12 00	Furnish and Install 24-inch Insertion Valves	2	EA	\$60,000.00	\$120,000.00	\$150,000.00
3	46 61 24	Filter Weir Block Repairs	125	EA	\$80.00	\$10,000.00	\$11,250.00

SCHEDULE C - ALLOWANCES AND GUARANTEED PRICE ITEMS							
ITEM NO.	DESCRIPTION	ITEM TOTAL	ITEM TOTAL				
4	Cash Allowance for Construction Permits, Codes Inspection Fees	\$30,000.00	\$30,000.00				
5	Construction Contingency Allowance	\$300,000.00	\$300,000.00				
6	Guaranteed Price for 40 90 00 – Controls and Instrumentation	\$72,639.00	\$72,639.00				
7	Guaranteed Price for 46 61 24 – Deep Bed Gravity Filter System	\$1,568,100.00	\$1,568,100.00				
8	Guaranteed Price for 46 66 56 – Ultraviolet Disinfection Equipment	\$801,800.00	\$801,800.00				

SCHEDULE D - ADJUSTMENT PRICE ITEMS AS ORDERED BY ENGINEER							
ITEM NO.	SPEC SECTION	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	ITEM TOTAL	ITEM TOTAL
9	31 23 16	Earth excavation, off-site disposal and replace with No. 57 or 67 stone	50	CY	\$150.00	\$7,500.00	\$7,000.00
10	31 23 23 31 23 17	Rock excavation by mechanical means, off-site disposal, and replace with No. 57 or 67 stone	50	CY	\$330.00	\$16,500.00	\$9,000.00
11	31 23 23	Granular backfill, in place	50	CY	\$95.00	\$4,750.00	\$2,500.00
12	03 31 00	Mix B concrete, no reinforcing steel, in place	50	CY	\$1,220.00	\$61,000.00	\$35,000.00
13	03 31 00	Mix D concrete, no reinforcing steel, in place	50	CY	\$360.00	\$18,000.00	\$17,500.00
14	32 90 00	Sodding, where directed by Engineer	200	SF	\$6.00	\$1,200.00	\$2,000.00
15	31 23 23	Shot rock as required under structures, in place	50	TON	\$78.00	\$3,900.00	\$5,000.00

TOTAL BASE BID			
DESCRIPTION	TOTAL BASE BID PRICE	TOTAL BASE BID PRICE	
Total Base Bid (Sum Total of Items 1 thru 15), (in figures)	\$8,223,152.00	\$7,185,000.00	

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS IN EXTENSIONS OF UNIT PRICES CORRECTED.



BY Brian L. Martin, P.E.

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Contract Approval for Rubicon Technologies
Department: Solid Waste
Presented by: Luke Murphy, Assistant Director of Solid Waste
Requested Council Action:

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

Summary

Contract approval for Rubicon smart technology

Staff Recommendation

Approve the contract with Rubicon for one year with two one-year renewal options.

Background Information

The Solid Waste department is requesting a contract approval for Rubicon smart technology that would replace our current vendor, Routeware. Routeware has provided the City with in truck technology, smart routing and customer service record keeping since 2020. Rubicon provided the City with a pilot of their program for eight months. In those eight months, Rubicon has proven to be more reliable, robust and cost efficient than our current technology provider. Rubicon offers hardware solutions and support that are better suited for the City's needs. This transition will offer the Solid Waste Department a better, more reliable solution with a cost reduction. Rubicon solutions will save the City approximately \$141,000 over three years.

Council Priorities Served

Responsible Budgeting

This contract will assist the Solid Waste Department in collection of curbside trash, brush and limbs while lowering the current financial obligation.

Fiscal Impact

The expense, \$103,162.50, is budgeted in the FY25 operational budget with the remaining \$81,900 to be approved in FY26 and the final \$81,900 FY27 operational budget.

Attachments

1. Rubicon contract

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of _____, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company ("**Rubicon**"), and THE CITY OF MURFREESBORO with a principal place of business at 111 W VINE STREET, MURFREESBORO, TN 37130 ("**Client**"). This contract is made pursuant to Sourcewell Contract #020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021 and expires March 26, 2025 (the "**Sourcewell Contract**"). The City of Murfreesboro's Sourcewell Account number is 20562.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

- 1.1 "**Affiliate**" means any entity that is controlled by Client, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.
- 1.2 "**Agreement**" means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.
- 1.3 "**Client**" means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates' obligations under this Agreement.
- 1.4 "**Client Content**" means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client's behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client's behalf pursuant to this Agreement.
- 1.5 "**Documentation**" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.
- 1.6 "**Effective Date**" means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.
- 1.7 "**Intellectual Property Rights**" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).
- 1.8 "**Marks**" means the trademarks, service marks or trade names of Client.
- 1.9 "**Order(s)**" means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the

Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations

or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as “certified,” “approved,” “recommended” or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering (“Rubicon Access Codes”) to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the “Contributors”) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client’s or its authorized user’s receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations (“Privacy Laws”) or the oversight of any regulatory agency charged with the enforcement thereof (“Regulatory Oversight”). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon’s invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Client is tax exempt and will provide Rubicon with tax exemption certification upon execution of this agreement.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client’s facilities, records and use of the Subscribed Services to determine Client’s compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client’s business.

5. Term and Termination.

5.1 Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue for a period of One Year unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year term extensions at additional cost to be determined by mutual agreement by City and Rubicon. This agreement shall run currently with the Sourcwell contract with Rubicon.

5.2 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client’s assets or business.

5.3 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client’s receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.4 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. Should either party wish to terminate the agreement, either party shall provide written notice of non-renewal at least seven (7) days in advance of the last day of the current term. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon’s Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client’s sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client’s deviation from applicable operating instructions or failure to perform Client’s obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL

ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 **Confidentiality.** Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 **Security Precautions.** The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 **Duration and Exceptions.** With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 **Rubicon's Intellectual Property.** Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 **Client Content.** Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or

fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 License to the Marks. Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States and indemnify Client against any such claim to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9, RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Tennessee shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Rutherford County, Tennessee and/or the Middle District of Tennessee USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 111 W VINE STREET, MURFREESBORO, TN 37130; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 950 East Paces Ferry Road, Suite 1900, Atlanta, GA 30326. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client’s execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client’s Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon’s software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.


CITY OF MURFREESBORO

Authorized Signature

Shane McFarland, Mayor

Date: _____

RUBICON GLOBAL, LLC

DocuSigned by:


Authorized Signature

Conor Riffle SVP, Smart Cities

Printed Name and Title

Date: 7/28/2024

APPROVED AS TO FORM:

DocuSigned by:


Adam F. Tucker, City Attorney

EXHIBIT A

PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.
3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.
4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.
5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.
6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.
7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially

comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF MURFREESBORO

Authorized Signature

Shane McFarland, Mayor

ACCEPTED BY:

RUBICON GLOBAL, LLC

DocuSigned by:

Conor Riffle

Authorized Signature

Conor Riffle SVP, Smart Cities

Printed Name and Title

APPROVED AS TO FORM:

Signed by:

Adam F. Tucker

Adam F. Tucker, City Attorney

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows: $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- **Definitions:**
 - *Total time* is the total minutes in the month
 - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
 - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- **Service Response**
 - Rubicon Production Support and Service Level Availability Policy (SLA)
 - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
 - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
 - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- **Disaster Recovery**
 - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
 - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- **Severity Level Determination Submittal**
 - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
 - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
 - SEVERITY LEVEL 1
 - Definition: The Rubicon Service is unavailable for all users
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 2
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within four (4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 3
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
 - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
 - SEVERITY LEVEL 4:
 - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
 - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
 - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
 - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
 - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
 - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
 - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
 - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
 - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
 - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
 - If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

PRICING PROPOSAL

RUBICONSmartCity™ is a suite of technology products and services designed to help city governments run fleet operations faster, smarter, and more effectively. With our unique technology running in trucks, Rubicon can help the City of Murfreesboro save money and provide more effective service.

RUBICONSmartCity pricing includes: a one-time professional service cost for implementation and a recurring annual cost for each software and hardware component included. This proposal includes one pricing scenario for the City of Murfreesboro’s consideration. The pricing below is based on the information provided by the City. We believe the amount of software and hardware is sufficient to meet the City goals; however, additional software or hardware can be provided for an additional cost.

Proposal 1 – 35 RUBICONSmartCity Licenses, 31 Leased All-In-One Cameras

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 35 Base Software Subscriptions (35 Vehicles)
- 35 Solid Waste Operation Subscriptions
- 31 Cameras
- Camera device management, associated data and cellular costs, device warranty (5 breakages annually) and all associated accessories
- One time installation costs for camera hardware
- One time implementation and training services provided by Rubicon’s Training & Implementation Team
- Ongoing account management services
- 24x7 technical support through Rubicon’s online help desk
- External hosting in a secure cloud environment

Yearly cost for the City of Murfreesboro

3-YEAR PRICING

	Description	List Price	Discount	Customer Price
YEAR 1	One Time Professional Services & Recurring Hardware & Software	\$147,375.00	<i>\$(44,212.50)</i>	\$103,162.50
YEAR 2	Recurring Hardware & Software	\$117,000.00	<i>\$(35,100.00)</i>	\$81,900.00
YEAR 3	Recurring Hardware & Software	\$117,000.00	<i>\$(35,100.00)</i>	\$81,900.00

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter, if one year renewal terms for years 2 and 3 are agreed upon by City and Rubicon. Pricing is not inclusive of applicable taxes.

Professional Service Terms:

The professional service quoted one-time cost is based on the information provided by the customer in relation to required services. If the proposed services require additional time to the estimated hours, Rubicon will invoice the overage at the stated hourly rate (\$250 p/hour).

Software-as-a-Service Pricing:

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to the City of Murfreesboro at no additional cost.

Extensions:

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are May 2024.

RUBICON – PUBLICLY AVAILABLE SOURCEWELL PRICING MATRIX

RUBICON – SOURCEWELL PRICING SUMMARY

Product	Type	Payment Types Available	Unit of Measurement	MSRP Pricing	Sourcewell Entry Pricing
Base	Software License	Recurring	Monthly p/ vehicle	\$ 66.00	\$ 30.00
Collections Operations	Software License	Recurring	Monthly p/ vehicle	\$ 328.00	\$ 160.00
Snow Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Sweeper Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Telematics	Hardware Add-On	Recurring	Monthly p/ device	\$ 36.00	\$ 30.00
Phone	Hardware Add-On	Recurring	Monthly p/ device	\$ 150.00	\$ 135.00
Tablet	Hardware Add-On	Recurring	Monthly p/ device	\$ 140.00	\$ 120.00
Camera	Hardware Add-On	Recurring	Monthly p/ device	\$ 180.00	\$ 150.00
Camera Connector	Hardware Add-On	Recurring	Monthly p/ device	\$ 42.00	\$ 35.00
Billing	Software Add-On	Recurring	Annual Cost (Unlimited Users)	\$ 200,000.00	\$ 150,000.00
FleetRoute	Software Add-On	Recurring	Monthly p/license	\$ 500.00	\$ 400.00
AI Model	Software Add-On	Recurring	Monthly p/license	\$ 300.00	\$ 125.00
Training & Implementation	Professional Service	One Time, Upfront	p/hour	\$ 275.00	\$ 250.00
Telematics Installation	Professional Service	One Time, Upfront	p/device	\$ 150.00	\$ 125.00
Camera Installation	Professional Service	One Time, Upfront	p/device	\$ 450.00	\$ 375.00
Fleet Optimization Consulting	Professional Service	One Time, Upfront	p/hour	\$ 300.00	\$ 250.00
Integration	Professional Service	One Time, Upfront	p/hour	\$ 600.00	\$ 500.00

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Contract with TDOT for Matching Transit Facility Funds

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with TDOT to match federal grant for capital expenses related to the Transit Facility construction and project administration.

Staff Recommendation

Approve Contract with TDOT for matching transit facility funds.

Background Information

This matching contract and associated federal grant are included in the total budget for the Transit Facility. Due to FTA rules 2022 and newer funds cannot be combined with 2021 and older funds thus causing the need to create an additional grant. The State funds provide half of the 20% match required in the federal grant; the remaining match is paid by the City.

Council Priorities Served

Responsible budgeting


Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

Fiscal Impacts

This expense, or \$258,673, is accounted for in the Department's CIP.

Attachments:

Grant Contract TDOT Project #755307-S3-036

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date	End Date	Agency Tracking #	Edison ID		
1/1/2024	12/31/2025	40100-			
Grantee Legal Entity Name				Edison Vendor ID	
City of Murfreesboro				4110	
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end June 30			
Service Caption (one line only)					
FFY 2024 – 5307 Urbanized Area Program – Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$258,673.00				\$258,673.00
TOTAL:	\$258,673.00				\$258,673.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			
		71302000			

Address # 12

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2024 ("Effective Date") and ending on December 31, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty-Eight Thousand, Six Hundred Seventy-three Dollars and No Cents (\$258,673.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as

Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Transportation
 Public Transportation Section
 Division of Passenger Transportation, Rail & Freight
 505 Deaderick Street – James K. Polk Building, Suite1200
 Nashville, Tennessee 37243

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not

completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may

arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. **State Interest in Equipment or Motor Vehicles.** The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in

whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered

into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is

defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
 - (a) Filing a complaint;
 - (b) Investigations;
 - (c) Report of findings;
 - (d) Hearings and appeals;
 - (e) Description of Title VI Training Program;
 - (f) Limited English Proficiency (LEP) procedure; and
 - (g) Retaliation.

- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](https://www.tn.gov).

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.8. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.9. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.10. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.

- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.11. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall

return any such remaining federal share to the State, and the State then will return the funds to FTA.

- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR **DATE**

DocuSigned by:
Adam Tucker 7/12/2024

ADAM TUCKER, CITY ATTORNEY **DATE**
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER **DATE**

LESLIE SOUTH, GENERAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$258,673.00	\$2,069,387.00	\$258,673.00	\$258,673.00	\$2,586,733.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$258,673.00	\$2,069,387.00	\$258,673.00	\$258,673.00	\$2,586,733.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-036
FTA PROJECT NO.: TN2024-005

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$258,673.00	\$2,069,387.00	\$258,673.00	\$258,673.00	\$2,586,733.00
TOTAL	\$258,673.00	\$2,069,387.00	\$258,673.00	\$258,673.00	\$2,586,733.00

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Reallocation of MED funds for TDOT’s Statewide Partnership Program

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider reallocation of MED proceeds for TDOT’s Statewide Partnership Program.

Staff Recommendation

Approve the reallocation of MED proceeds for TDOT’s Statewide Partnership Program.

Background Information

TDOT has recently announced the 2024 Statewide Partnership Program, which is a program defined within the Transportation Modernization Act aimed at assisting local communities in optimizing their funding for vital transportation investments. As part of this program’s application process, communities are required to commit funds for future roadway projects, ensuring a collaborative effort towards transportation development.

In 2023, City Council approved the allocation of MED proceeds for the widening of three state routes: Old Fort Pkwy, Lascassas Hwy and Memorial Blvd. Since that time, staff has made headway, in collaboration with TDOT, through the development of the Concept Report on the Old Fort Pkwy Widening Project.

Staff requests the reallocation of MED proceeds from the Lascassas Hwy widening project in the amount of \$13.2M and Memorial Blvd widening in the amount of \$5.3M to be reallocated to the Old Fort Pkwy project. This would put the total local commitment at \$25M.

The primary purpose of the MED proceeds is to fund a portion of total project costs, as such, staff is recommending funding 50% of the widening of Old Fort Pkwy based on TDOT’s formula at an estimated cost of \$50M. To complete these funding requirements, staff is pursuing financial support from TDOT’s partnership program.

Council Priorities Served

Expand Infrastructure

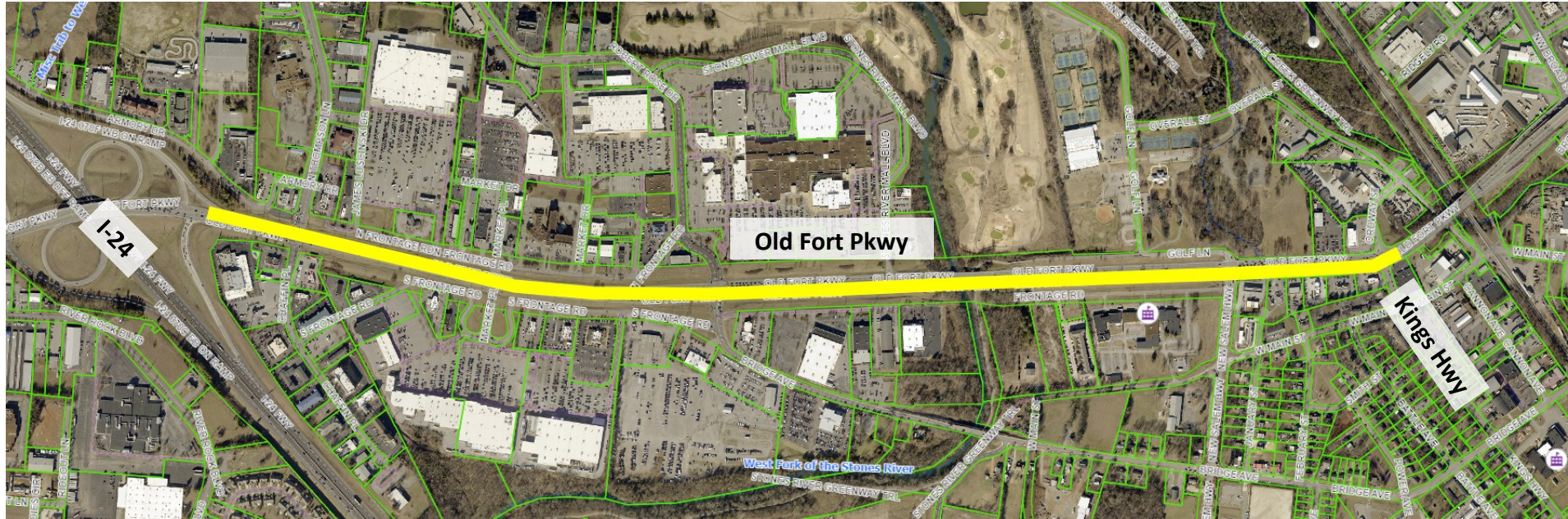
Implementation of the 2040 Major Transportation Plan through the expansion of existing roadways.

Fiscal Impact

There is no fiscal impact, as the allocations have been incorporated into the City budgeting priorities.

Attachments

Old Fort Pkwy project limits map



Old Fort Pkwy

Kings Hwy

I-24

West Fork of the Stones River

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: 2200 Butler Drive Property Purchase
Department: Administration
Presented by: Sam A. Huddleston, Assistant City Manager
Requested Council Action:

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

Summary

Acquisition of 6.7 Acres at 2200 Butler Drive to supplement the Transfer Station Site

Staff Recommendation

Approve the Purchase and Sale Agreement and authorize the Mayor and City Manager sign documents necessary for completion of the real estate purchase.

Background Information

Property located at 2200 Butler Drive adjacent to the proposed Transfer Station site is available for purchase and staff review concluded that purchasing this property would be beneficial to the City for use as a transfer station and additional public works facilities. Additionally, the adjacent City-owned property has been reduced in size for the realignment of Butler Drive and site investigation indicated the presence of karst features that are expected to increase Transfer Station construction costs. The attached Purchase and Sale Agreement includes a purchase price of \$2,116,000. This property value was estimated at \$1,824,075 from property appraisals earlier this year. However, land values in the area are changing quickly due to the reconstruction of Butler Drive and pending construction of Buc-ee's. Staff believes that this is a purchase price to avoid property value increases in the area and to avoid the time, expense, and risk of condemnation litigation. City will also be responsible for reasonable and customary closing costs.

Council Priorities Served

Responsible budgeting

Purchasing property now avoids the escalation of property values from adjacent construction activities.

Expand Infrastructure

Purchasing additional properties in this area provides space for additional public works facilities as needed for future growth.

Fiscal Impact

The land purchase and reasonable and customary closing and due diligence costs are estimated not to exceed \$2,500,000 and will be funded from the CIP bond proceeds.

The Transfer Station project will be included in revisions to the CIP this fall.

Attachment

1. Purchase and Sale Agreement – 2200 Butler Drive

CONTRACT FOR CONVEYANCE OF REAL ESTATE

This Contract for Conveyance of Real Estate ("Contract") is entered into as of the date of the last party to sign (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation in Rutherford County TN, ("City"), and MACDONALD ASSOCIATES, LLC (a Tennessee limited liability company) ("Seller") (each a "Party" and together sometimes the "Parties"), for themselves, and their successors and assigns.

For good and valuable mutual considerations, the receipt and sufficiency of all of which are hereby irrevocably acknowledged and confirmed, City agrees to purchase from Seller and Seller agrees to sell to City that certain real property located in Rutherford County, Tennessee, being

- Tract 1. Tax Map 126 Parcel 46.02 containing approximately 3.43 ac.,
- Tract 2. a portion of Tax Map 125 Parcel 14.04 containing approximately 0.94 ac., and
- Tract 3. a portion of Tax Map 125 Parcel 14.05 containing approximately 2.33 ac.,

each being substantially as identified on the attached **Exhibit A**, (together, the "Property"), upon the following terms and conditions:

1. The purchase price shall be calculated at \$7.25 / sq. ft. based on final surveys and legal descriptions of the three parcels, estimated to be \$2,116,000, and will be payable in good funds by the City at the Closing.

2. Within ten (10) days after the Effective Date City shall deposit the sum of \$25,000.00 ("Earnest Money"), along with a fully executed copy of this Contract, into escrow with Rick Mansfield, Attorney ("Escrow Agent"), 110 S. Maple Street, Murfreesboro TN. Escrow Agent shall hold the Earnest Money, and any other funds deposited under this Contract, in its general escrow or earnest money account, commingled with other escrow funds, at a FDIC insured state or national bank in Murfreesboro TN. Escrow Agent shall have no duty to pay interest upon or otherwise invest the Earnest Money or any other funds held under this Contract. In the event Escrow Agent shall become in doubt as to the ownership of any funds held under this Contract, or as to any of his duties with respect to such funds, Escrow Agent shall have the right to retain possession and control over such

funds until such time as either (a) the Parties agree in writing as to the disposition by the Escrow Agent or (b) a court of competent jurisdiction enters a final order directing such disposition. In addition, Escrow Agent shall have the right to interplead such funds into Court, and receive his costs and expenses with respect to such interpleader proceeding. The Parties agree that Escrow Agent shall have no liability arising from its duties hereunder and waive any and all claims against the Escrow Agent, excepting only for acts or omissions constituting fraud, conversion or gross negligence.

3. The Closing shall take place at the office of the Escrow Agent, or at such other place as City and Seller may agree, on or before thirty (30) days after the end of the Due Diligence Period, unless an extension is agreed upon in writing by the Parties. At the Closing:

- a. Seller shall deliver a Special Warranty Deed to the Property in form and substance acceptable to the City along with possession of the Property.
- b. Seller shall, at its cost, provide an Owner's Policy of Title Insurance from a company of City's choosing, in form acceptable to City, assuring good, sufficient and marketable title to the Property subject only such Exceptions as have been accepted in writing by the City.
- c. Seller shall pay the cost of preparing and obtaining any releases or other such documents necessary for Seller to be able to provide good title.
- d. Real property taxes shall be pro-rated to the date of Closing; Seller shall be solely responsible for roll-back taxes, if any.
- e. The City shall deliver good funds representing the balance of the purchase price as same may be adjusted by any closing items.
- f. The City shall pay the cost of preparing and recording the Special Warranty Deed.
- g. A commission equal to 7% of the contract price shall be paid out of the Seller's proceeds to Goldman Partners Realty, agent for Seller.
- h. Other Closing costs will be paid in accord with usual commercial real estate practices in Rutherford County TN. Seller will pay transfer tax/fee, if any.
- i. Each party will deliver such other documents or certificates as may be necessary to effectuate the transaction

4. The City shall have sixty (60) days after the Effective Date to conduct Due Diligence with respect to the Property and may, if deemed necessary in the City's sole discretion, have an additional sixty (60) days with written notice of such necessity to Seller. Any further extension shall require the consent of Seller. Due Diligence shall include but shall not necessarily be limited to the following:

a. Within ten (10) days after the Effective Date, City will order a Title Binder from a title company of City's choosing, along with copies of all documents that appear as exceptions or encumbrances ("Exceptions") to or upon the title. City shall have twenty (20) days after receipt of the Title Binder to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract, in which event the Earnest Money shall promptly be refunded to the City.

b. Within ten (10) days after the Effective Date, Seller will order an ALTA survey (the "Survey") of the Property for the benefit of the City by a surveyor of mutual consent to City and Seller to be prepared as soon as reasonably practicable. City shall have twenty (20) days after receipt of the Survey to object to any encroachments or other conditions disclosed by the Survey. ALTA Survey shall conform to the latest standards of ALTA/NSPS and include Items 1-4, 8, 11b and 13 from Table A of the ALTA/NSPS standard. If the City objects to any such encroachment or other condition, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract, in which event the Earnest Money shall promptly be refunded to the City. In the event that Closing does not occur, City shall deliver the Survey to Seller.

c. Within ten (10) days after the Effective Date, Seller shall deliver to City copies of all environmental reports, easements, restrictive covenants, topographic reports, hydrological reports, geotechnical reports, surveys, and any other such materials or documents pertaining to the Property in Seller's possession or under Seller's control.

d. The City, its agents, contractors and representatives shall have the right to enter the property during the due diligence period for appropriate testing and analysis including, but not limited to, the following:

- i. General site inspections;
- ii. A Phase I / All Appropriate Inquiries environmental investigation;

- iii. Geotechnical and soil investigations, including boring;
- iv. Such other testing or inspection as the City may deem appropriate.

Any persons sent out by the City must be insured. If borings or other invasive testing is conducted, the City shall substantially restore the Property to its condition prior to the commencement of such work. The City will be solely responsible for the costs of the above referenced inspections, tests and studies, and any other inspections, tests, or studies the City may elect to obtain, on or related to the Property. The Seller will not be responsible or liable for any of such costs or for any injuries that might occur during the course of any such inspections, tests or studies. Each firm retained by the City shall be responsible for its own representatives. To the extent permitted by applicable Tennessee law, the City will indemnify and hold Seller harmless from all losses, liabilities, injuries, claims or other damages arising out of the City's activities on the Property.

5. In the event that the City discovers conditions or circumstances during the course of its Due Diligence which are unacceptable to the City in the City's sole discretion ("Objections"), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract, in which event the Earnest Money shall promptly be refunded to the City.

6. The City shall be solely responsible for all surveying, engineering and design work, and all related platting and Site Planning necessary or desirable by the City for its purposes.

7. Seller represents that:

a. Seller is lawfully possessed with fee simple title to the Property, has full right to sell it, and this Contract is the duly authorized and binding act of Seller.

b. Seller has no actual knowledge of any lawsuit, condemnation (pending or contemplated), boundary line disputes, encroachments or adverse possession / prescription claims impacting the Property.

c. Seller is not a debtor in bankruptcy or any other receivership or insolvency proceeding.

d. Seller is not in default of any agreement or obligation for which the Property has been pledged as collateral or by which the Property would be subject to a lien.

e. There are no options, rights of refusal or other such rights affecting the Property.

f. To the best of Seller's knowledge, information, and belief, there are and have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leaked, generated or allowed to escape from the property; nor are there underground storage tanks located on the property; nor are polychlorinated biphenyls located on or in the property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect to the Property.

g. The representations contained in this Section 7 are independent and shall survive Closing and delivery of the deed.

8. The Closing is contingent upon the following:

a. The Seller can convey good title to the Property at the Closing;

b. During the Due Diligence Period, the City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose;

c. Receipt by the City of a Boundary Survey, by a surveyor selected by the City, in form and content satisfactory to the City in its sole and absolute discretion, showing the boundaries, any easements or encroachments, and other characteristics of the Property;

d. All representations of Seller being true and accurate at the time of the Closing.

e. The Agreement for Swap of Real Property between Seller and Quicktrip Corporation having successfully closed.

f. A Resubdivision Plat creating Tracts 2 and 3, or combining Tracts 1, 2, and 3 into one lot of record, shall have been created by Seller at Seller's sole expense and having been recorded or approved for recording.

9. In the event of default by Seller, the City shall have all rights and remedies available at law or in equity, including but not limited to the right of specific performance.

In the event of default by the City, Seller's sole remedy shall be the forfeiture of the Earnest Money to the Seller.

10. Any notice permitted or required by this Contract shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person or by reputable overnight delivery service; on the date of receipt as shown by a facsimile confirmation if delivered by facsimile; or upon the date of delivery if delivered by U.S. Certified Mail.

a. Notices to the City shall be delivered to:

Sam Huddleston, Assistant City Manager
111 W. Vine Street, Murfreesboro TN 37130
Email: shuddleston@murfreesborotn.gov

with a copy to:

Adam Tucker, City Attorney
111 West Vine Street, Murfreesboro, TN 37130
Email: atucker@murfreesborotn.gov

b. Notices to Seller shall be delivered to:

MacDonald Associates, LLC
310 Riverbend Country Club Road
Shelbyville TN 37160
Attn: Bruce MacDonald
Email: brucemacdonald@trssinc.com

with a copy to:

Bobo, Hunt & White
PO Box 169
Shelbyville TN 37162
Attn: W. Andrew Bobo
Email: abobo@bobohuntandwhite.com

11. City and Seller both represent and warrant that neither has retained any broker or other agent who will have a claim for a commission or other fee with respect to this transaction other than to the Broker identified in Section 3.g., above. City and Seller shall indemnify each other from and against claims by or on behalf of any other person or entity claiming a commission or other fee through them with respect to this transaction.

12. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.

13. This Contract shall in all things be governed by the laws of the State of Tennessee; venue for any dispute between the Parties shall be in the Circuit Courts of Rutherford County, Tennessee.

14. All time periods established in this Contract are to be counted in calendar days, provided that in the event any performance deadline contained herein falls on a weekend or a state or federal holiday, then the deadline shall be extended to the next weekday that is not a state or federal holiday.

15. Time is of the essence to this Contract and all provisions herein.

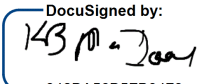
16. THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT UNTIL APPROVED BY THE MURFREESBORO CITY COUNCIL.

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

CITY OF MURFREESBORO:

MACDONALD ASSOCIATES, LLC:

By: _____
Shane McFarland, Mayor

DocuSigned by:

By: _____
842BA56B5FB9479...
Bruce MacDonald, President

Date: _____

Date: 8/16/2024

ATTEST:

By: _____
Amanda DeRosia, Acting City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY CITY COUNCIL: _____

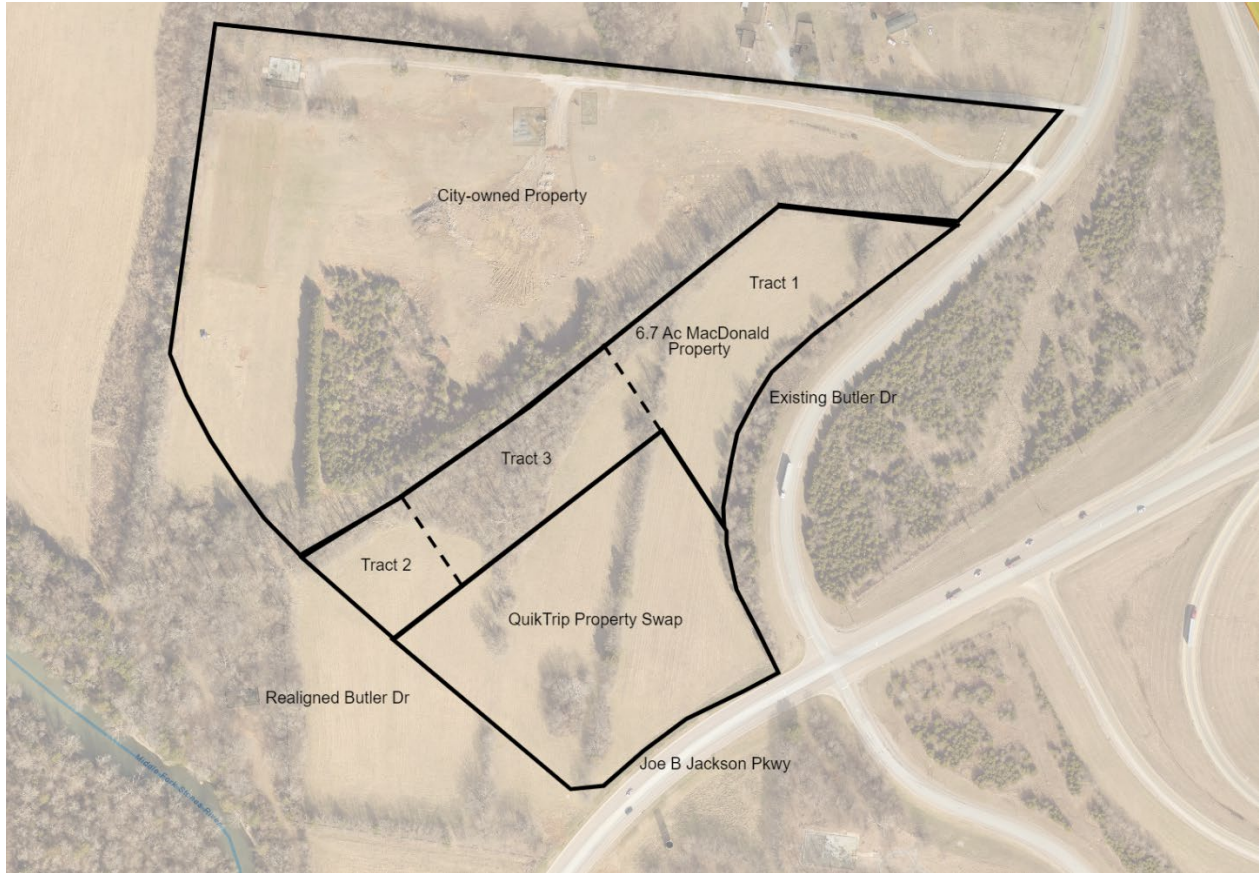


Exhibit A – Tracts 1, 2, and 3 6.7 Ac MacDonald Property

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Water Resources Board Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Water Resources Board.

Background Information

The Board supervises and controls the water and sewer systems of the City in cooperation with the City Manager.

As established by M.C.C.§2-76, there are eight members appointed for four-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

August 22, 2024

Members of City Council

RE: Recommended Reappointment – Water Resources Board

As an item for the Council Agenda, I am recommending the following reappointment to the Water Resources Board.

Reappointment

Mr. Brian Kidd, term expires June 30, 2028

Sincerely,

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

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Beer Permits
Department: Finance
Presented by: Amanda DeRosia, Interim 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
Busters Place of TN	Busters Place	1615 NW Broad St	On-Premises	Restaurant	Ownership Change
Super 9 Station Turney	Super 9 Station	3035 New Salem Highway Ste B	Off-Premises	Grocery/Market	New Location
PGH Concepts	1 of 19 Cocktails	103 N Maple St	On-Premises	Restaurant	New Location
PGH Inc	The Alley on Main	112 W Main St	Catering	Restaurant	New Catering

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Tennessee State Soccer Association	11/09/2024	Beer City Soccer Tournament	515 Cherry Lane Dr
Tennessee State Soccer Association	11/10/2024	Beer City Soccer Tournament	515 Cherry Lane Dr
Oaklands Association Inc	09/07/2024	Fall Craft Fair	900 & 901 N Maney Ave

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	Buster's Place of TN
Name of Business	Busters Place
Business Location	1615 NW Broad St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

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

5% or more Ownership

Name	Stephen Jordan
Age	53
Residency City/State	Nolensville, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	None
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	Super 9 Station Turney
Name of Business	Super 9 Station
Business Location	3035 New Salem Hwy Ste B
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

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

5% or more Ownership

Name	Janessa M Patel
Age	36
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/F
Background Check Findings	
City of Murfreesboro:	None
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Sachikumar Shah
Age	47
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	None
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	PGH Concepts
Name of Business	1of 19 Cocktails
Business Location	103 N Maple St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

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

5% or more Ownership

Name	Christy Hackinson
Age	45
Residency City/State	Murfreesboro, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Shaun Hackinson
Age	46
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	None
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? Yes

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	PGH Inc.
Name of Business	The Alley on Main
Business Location	223 W Main St
Type of Business	Restaurant
Type of Permit Applied For	Catering

Type of Application:

Existing Permit Holder-New Catering

Ownership Change

Name Change

Permit Type Change

Corporation

Partnership

LLC

Sole Proprietor

5% or more Ownership

Name Christy Hackinson

Age 45

Residency City/State Murfreesboro, TN

Race/Sex White/F

Background Check Findings

City of Murfreesboro: None

TBI/FBI: No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Current and valid on-site beer permit issued? Yes

Tennessee licensed caterer or restaurant? Yes

**Certificate of Occupancy issued at time of on-site consumption beer permit issuance.
The actual beer application is available in the office of the City Recorder.**

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization
Organization Address

Tennessee State Soccer Association
237 Castlewood Dr Ste H, Murfreesboro, TN

Event Location

Rishard Siegel Soccer Complex
515 Cherry Lane Dr

Event Date

11/9/2024

Event Time

10:00 a.m. until 11:00 p.m

Period for Beer to be Served

10:00 a.m. until 11:00 p.m

Nature and Purpose of Event

Beer Coty Soccer Tournament

Approximate Number of Persons Expected to Attend

750

Special Event Permit Approved?

No

Event Location

Rishard Siegel Soccer Complex
515 Cherry Lane Dr

Event Date

11/10/2024

Event Time

11:00 a.m until 6:00 p.m.

Period for Beer to be Served

11:00 a.m until 6:00 p.m.

Nature and Purpose of Event

Beer City Soccer Tournament

Approximate Number of Persons Expected to Attend

750

Special Event Permit Approved?

No

Application Completed Properly?

Yes

Internal Revenue Letter Provided?

Yes

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

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Oaklands Association Inc.
Organization Address	901 N. Maney Ave.
Event Location	Oakland's Mansion 900 & 901 N. Maney Ave.
Event Date	9/7/2024
Event Time	10:00 a.m. until 5:00 p.m.
Period for Beer to be Served	10:00 a.m. until 5:00 p.m.
Nature and Purpose of Event	Fall Craft Fair
Approximate Number of Persons Expected to Attend	100
Special Event Permit Approved?	No
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

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

No Items.

