

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
October 3, 2024

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Carson Elder

Public Comment on Actionable Agenda Items

Consent Agenda

1. CIP Transfers (Finance)
2. Wellness Provider Amendment Agreement (Human Resources)
3. Contract Management Addition and E-ERP Module Optimization (Information Technology)
4. Use of Request for Competitive Sealed Proposals for Grant Purchase (Purchasing)
5. Mandatory Referral for Dedication of an Electric Easement along Warrior Drive (Planning)
6. Pedestrian Enforcement and Education Grant Contract (Police)
7. Contract Precision Commercial Services (Solid Waste)
8. Easement Offer for Sanitary Sewer Rehab 2023/24 519 Johnson St. (Water Resources)
9. Contract with Southern Pipe & Supply (Water Resources)
10. Asphalt Purchases Report (Water Resources)

Minutes

11. City Council Meeting Minutes for December 2022, September 12 & 19, 2024 (Finance)

Old Business

Land Use Matters

12. Ordinance 24-O-31 Amending the Zoning Ordinance – Airport (2nd and Final Reading) (Planning)
13. Ordinance 24-OZ-29 Rezoning property along Old Salem Road (2nd and Final Reading) (Planning)
14. Ordinance 24-OZ-28 Rezoning property along Roberts Street (2nd and Final Reading) (Planning)
15. Ordinance 24-OZ-30 Rezoning property along New Salem Highway (2nd and Final Reading) (Planning)

New Business

Resolution

16. Resolution 24-R-29 Schools FY25 Budget Amendment #4 (Schools)

Land Use Matters

17. Outside the City Sewer Customer Service Request for Property Along Epps Mill Road (Planning)

Ordinance

18. Ordinance 24-O-21 Changes to City Code Ch. 33-73, 74 & 81 (Water Resources)
First Reading: Ordinance 24-O-21

On Motion

19. Vac Truck Purchase (Water Resources)
20. Thompson Ln Widening-ELI Engineering Design Amendment No. 2 (Water Resources)
21. Consolidated Utility District Boundary Amendment No. 9 (Water Resources)
22. Purchase of Rehrig Roll Out Carts (Solid Waste)
23. Contract with TDOT for FY25 Operating Expenses (Transportation)
24. Self-funded Insurance Agreement for Stop-Loss Coverage (Human Resources)
25. Community Traffic Safety Enforcement and Education Grant Contract (Police)
26. Co-Responder Sustainability Project Grant Award Acceptance (Police)
27. Statewide School Resource Officer Program Grant Contract (Police)
28. Murfreesboro City Schools Enrollment and Capacity Update (Schools)
29. Ten Year Space Needs Assessment and Headcount Projections (Administration)
30. August Dashboard (Administration)

Board & Commission Appointments

Licensing

31. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: CIP Transfers
Department: Finance
Presented by: Amanda DeRosia, Interim Finance Director

Summary

Notification to Council of CIP transfers.

Background Information

Major capital investments are generally funded by debt. The funds secured are allocated annually with the CIP Budget process. The transfer of CIP funds is something that is necessary under certain circumstances, such as transfer of priorities, unanticipated project delays, etc.

Another circumstance requiring CIP funds transfer is the potential for arbitrage earnings, which result in IRS penalties. Arbitrage earnings result when the City's investment earnings on unexpended funds are greater than the interest that is paid for those funds. The unprecedented rapid rise in interest rates has recently created a risk of arbitrage earnings unless transfer of CIP funds is undertaken. Council has granted the Finance Department authority to transfer funds when necessary to avoid IRS penalties on arbitrage earnings.

The transfers shown in the attached schedule show the proposed transfer of funds between the Bond Fund and the General Fund. The amount of funding for the existing projects listed does not change, only the source of the funds to be expended.

Council Priorities Served

Responsible budgeting

Proper management of borrowed funds is required to maintain the funding's tax status and avoid undue penalties.

Fiscal Impacts

The transfer of CIP Funds will have no effect on the CIP Funds balance.

Attachments:

1. CIP Transfers Schedule
2. CIP Funds Transfer Request – General Fund/2021 Bond

Funds Available by Loan Before Transfer

October, 2024

<u>Project</u>	<u>2021 Bond Available Funds</u>	<u>General Fund Available Funds</u>	<u>2024 CIP Available Funds</u>	<u>TOTAL Available Funds</u>
Barfield Crescent Park Expansion	541,669			541,669
Cherry Lane Phase 3	40,000			40,000
CUD Communications Tower	139,457			139,457
Police Firing Range		1,403,058		1,403,058
Medical Center Pkwy Phase 2	430,000			430,000
Salt Bin - New Transfer Station]	221,932			221,932
Towne Creek		40,000		40,000
Veterans Park	70,000			70,000
Total	<u>1,443,058</u>	<u>1,443,058</u>	<u>-</u>	<u>2,886,116</u>

Funds Available by Loan After Reallocation

October, 2024

<u>Project</u>	<u>2021 Bond Available Funds</u>	<u>General Fund Available Funds</u>	<u>2024 CIP Available Funds</u>	<u>TOTAL Available Funds</u>
Barfield Crescent Park Expansion		541,669		541,669
Cherry Lane Phase 3		40,000		40,000
CUD Communications Tower		139,457		139,457
Police Firing Range	1,403,058			1,403,058
Medical Center Pkwy Phase 2		430,000		430,000
Salt Bin - New Transfer Station]		221,932		221,932
Towne Creek	40,000			40,000
Veterans Park		70,000		70,000
Total	<u>1,443,058</u>	<u>1,443,058</u>	<u>-</u>	<u>2,886,116</u>



... creating a better quality of life

CIP Funds Transfer Request

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

CIP Loan General Fund / 2021 Bond

Transfer CIP funds from:		Transfer CIP funds to:	
		Veterans Park (Gen Fund)	70,000.00
		CUD Communications Tower (Gen Fund)	139,456.95
		Barfield Crescent Park Exp (Gen Fund)	541,669.13
		Medical Center Pkwy 2 (Gen Fund)	430,000.00
Police Firing Range (Gen Fund)	(1,403,058.54)	Salt Bin (New SW Transf St (Gen Fund)	221,932.46
Veterans Park (2021)	(70,000.00)		
CUD Communications Tower (2021)	(139,456.95)		
Barfield Crescent Park Exp (2021)	(541,669.13)		
Medical Center Pkwy 2 (2021)	(430,000.00)		
Salt Bin (New SW Transf St (2021)	(221,932.46)	Police Firing Range (2021)	1,403,058.54
Town Creek (Gen Fund)	(40,000.00)	Cherry Lane 3 (Gen Fund)	40,000.00
Cherry Lane 3 (2021)	(40,000.00)	Town Creek (2021)	40,000.00
	<u>(2,886,117.07)</u>		<u>2,886,117.07</u>

Explanation: To facilitate spending down the 2021 Bond, it is requested that the above listed projects that are funded with the General Fund be swapped with the same projects in the 2021 Bond.

Vicki J Massey 9/26/2024
 Reviewed by Finance Date

Approved	<input checked="" type="checkbox"/>	<u>Amanda DeRosia</u> Interim Finance Director
Declined	<input type="checkbox"/>	<u>9/26/24</u> Date

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

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Wellness Provider Amendment Agreement
Department: Human Resources
Presented by: Randolph Wilkerson, Director of Human Resources
Requested Council Action:

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

Summary

Consider amendment agreement with wellness provider for the sharing of Private Health Information (PHI) data for our wellness program for 2025.

Staff Recommendation

Approve amendment agreement with Sonic Boom Wellness, LLC. to include Premise Health in the sharing of PHI data for our wellness program, subject to legal review.

Background Information

To ensure the correct (PHI) data is efficiently and accurately shared with Sonic Boom Wellness, LLC for our wellness program, Premise Health is one of the vendors that helps administer the process.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

There's no expense for amending the agreement with SonicBoom Wellness, LLC.

Attachment

Amendment to ISA Agreement Sonic Boom Wellness, LLC

AMENDMENT TO INFORMATION SHARING AGREEMENT

This Amendment (“Amendment”) is dated this ___ day of September, 2024 between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”), Sonic Boom Wellness, LLC (“Vendor”), RBA Benefits (“Broker”), Premise Health (“Premise”), and City of Murfreesboro (“Employer”).

WHEREAS, BlueCross, Vendor and Employer entered into an Information Sharing Agreement dated July 24, 2024 (the “ISA”); and

WHEREAS, it is now desirable for Premise to adopt the terms of the ISA and become party thereto, effective as of the latest date in the signature box below (“Amendment Effective Date”);

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree to amend the preamble of the ISA, effective as of the Amendment Effective Date, as follows:

“This Information Sharing Agreement (“Agreement”) is between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”), Sonic Boom Wellness, LLC (“Vendor”), Premise Health (“Premise”), and City of Murfreesboro (“Employer”), acting in its capacity as a Plan Administrator for an employee welfare benefit plan, as defined in Section 3 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1101, *et seq.* (“Plan”). This Agreement is effective on the latest date in the signature box below (its “Effective Date”). Vendor and Premise shall be referred to collectively as “Receiving Party”.”

The provisions of the ISA not amended, revised or supplemented by this Amendment will remain in full force and effect.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representations for and on behalf of them:

BLUECROSS BLUESHIELD OF TENNESSEE, INC.

By: _____
Printed Name: _____
Title: _____
Notice Address: 1 Cameron Hill Circle

 Chattanooga, TN 37402
Attn: _____
Date: _____

SONIC BOOM WELLNESS, LC

By: _____
Printed Name: _____
Title: _____
Notice Address: _____
Attn: _____
Date: _____

CITY OF MURFREESBORO

By: _____
Printed Name: _____
Title: _____
Notice Address: _____
Attn: _____
Date: _____

PREMISE HEALTH

By: _____
Printed Name: _____
Title: _____
Notice Address: _____
Attn: _____
Date: _____

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Enterprise Resource Planning Contract Management Amendment
Department: Information Technology
Presented by: Ronald Head – 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

Consider an amendment to add Contract Management Module and removal of modules from Tyler Technologies Enterprise Resource Planning (ERP) product suite.

Staff Recommendation

Approve the amendments with Tyler Technology to realign necessary ERP modules.

Background Information

Tyler E-ERP suite is used for administrative and operational functions. The Contract Management Module provides a centralized platform for operationalizing City's contracts; automating workflows, improve tracking, and integrate contract data with other modules, eliminating redundancies and reducing the risk of non-compliance. Decommissioning of modules that remained unused or offer redundant functionality that can be replaced by alternative solutions resulting in cost savings for the City.

Council Priorities Served

Responsible budgeting

The Contract Management Module providing centralized tracking, budget control, and streamlined processes to ensure efficient use of funds and compliance with financial commitments.

Operational Issues

Contract Management Module addresses operational issues by automating contract workflows, improving visibility and tracking of contract statuses, reducing manual errors, ensuring compliance, and enhancing collaboration across departments, leading to more efficient and streamlined operations.

Fiscal Impact

The changes will realize an annual budget savings of \$27,000.

Attachments

IT_Contract Management Addition and E-ERP Module Optimization attachment 10-03-2024



Quoted By: Eddie Flaherty
 Quote Expiration: 12/08/24
 Quote Name: City of Murfreesboro, TN-ERP-
 Contract Module
 Quote Description: Contract Module
 SaaS Term 1.00

Sales Quotation For:

Shipping Address:

City of Murfreesboro
 PO Box 1139
 Murfreesboro TN 37133-1139

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Contract Management	1	64	\$ 12,164.00
TOTAL		64	\$ 12,164.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Remote Implementation	64	\$ 200.00	\$ 0.00	\$ 12,800.00	\$ 0.00
TOTAL				\$ 14,400.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 12,164.00
Total Tyler Services	\$ 14,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 14,400.00	\$ 12,164.00
Contract Total	\$ 26,564.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

APPROVED AS TO FORM

Signed by:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Murfreesboro, Tennessee, with offices at 111 West Vine Street, Murfreesboro, Tennessee 37133 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 16, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

- 1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of October 1, 2024:

Employee Expense Reimbursement
 Citizen Self Service
 ACFR

- 2. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Murfreesboro, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Use of Request for Competitive Sealed Proposals for Grant Purchase

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Using the Request for Competitive Sealed Proposals (RFCSP) for FEMA Grant equipment purchase.

Staff Recommendation

Approve the use of RFCSP process for the Fire Rescue Department for purchase and evaluation of fitness equipment related to FEMA Grant.

Background Information

The Fire Rescue Department has been awarded a FEMA Grant for fitness equipment to be purchased for each station. To comply with all of the requirements of the grant and purchase equipment of the highest caliber, Purchasing would like to issue an RFCSP. The Purchasing Department requests to use the RFCSP form of procurement, as it allows for the evaluation of respondent quality, experience, service, and warranty, in addition to pricing.

Pursuant to state statute and City Code, Council approval is required to use the RFCSP process for procurement.

Council Priorities Served

Responsible budgeting

By using this procurement method, Purchasing can assist the department in achieving a more qualified pool of proposals, which allows staff to choose the vendor that provides both the required expert services and beneficial pricing.

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

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

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of an electric easement on City-owned property located along the west side of Warrior Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommend approval at its September 18, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns along the west side of Warrior Drive. The property in question is a part of the City-owned parcel that contains Farmer Lake. The proposed easement will accommodate a guy wire stub needed for modifications to the electric infrastructure in conjunction with the West Rutherford Boulevard extension.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE in providing electric infrastructure in conjunction with the West Rutherford Boulevard extension.

Attachments:

1. Planning Commission staff comments from 09/18/2024 meeting
2. Exhibits of the proposed easement
3. Draft easement document

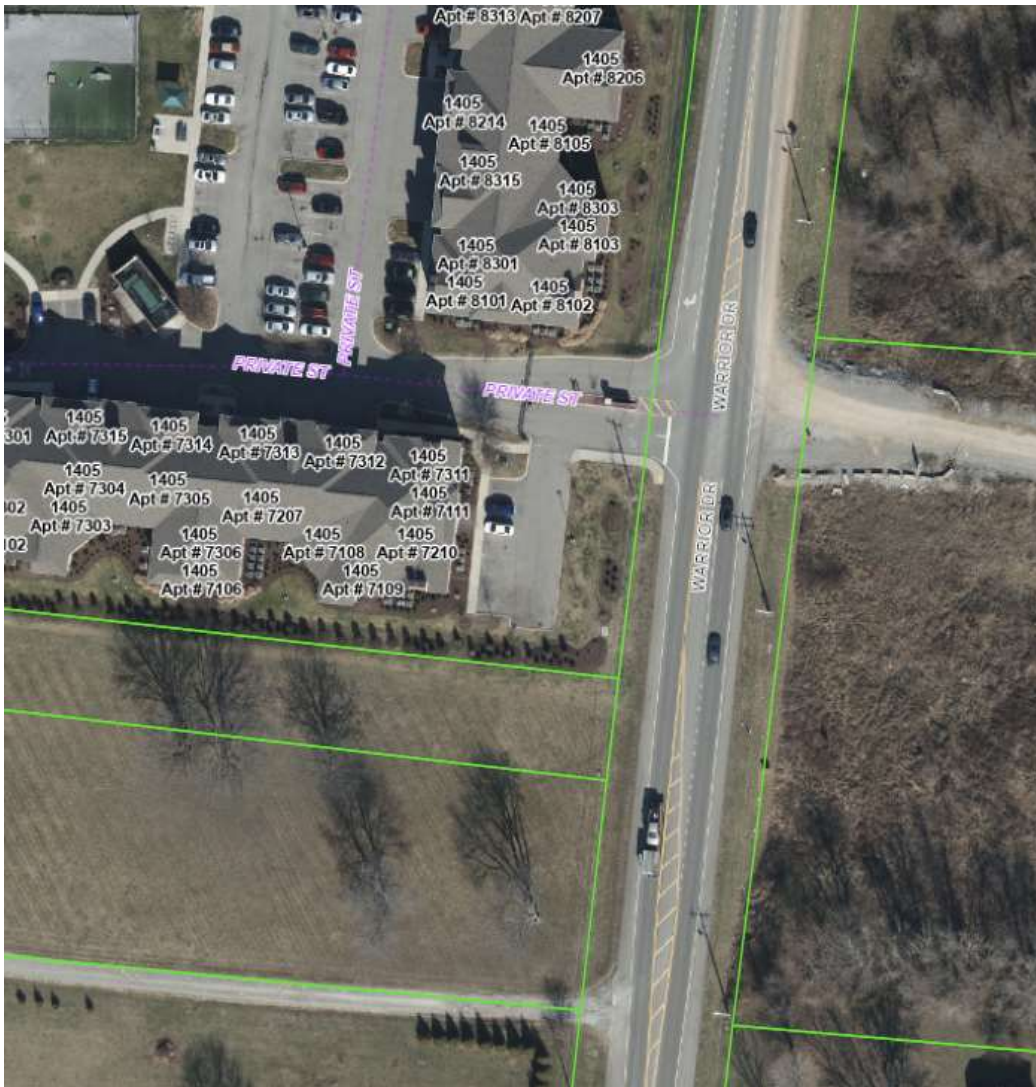
MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

SEPTEMBER 18, 2024

PROJECT PLANNER: SLOANE LEWIS

- 7. a. **Mandatory Referral [2024-718] to consider a dedication of an electric easement on City-owned property located along Warrior Drive, Middle Tennessee Electric applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns on Warrior Drive. Due to the proposed West Rutherford Boulevard extension to Warrior Drive, MTE is proposing to reroute some of its existing electric infrastructure. The requested easement will be for a guy wire stub on the City's parcel for the relocation of roadway and signalization features. An exhibit depicting the location of the proposed power line and easement is included in the agenda materials. 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, Middle Tennessee Electric 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 instruments to formally dedicate the proposed easement in question. The legal instruments will be subject to final review and approval of the Legal Department.
2. Middle Tennessee Electric will also be responsible for recording these instruments, including payment of the recording fee.
3. Provide a full set of construction drawings to the Murfreesboro Water Resources Department to review. The location of the proposed power line will be subject to MWRD's review and approval so as to avoid conflicts with existing water, repurified water, and sanitary sewer infrastructure.



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: 102/054.07 | Address (if applicable): _____
Street Name (if abandonment of ROW): Warrior Drive
Type of Mandatory Referral: Powerline Easement

Applicant Information:

Name of Applicant: Derrick Lynch
Company Name (if applicable): Middle TN Electric
Street Address or PO Box: 555 New Salem Highway
City: Murfreesboro
State: Tennessee | Zip Code: 37129
Email Address: [REDACTED]
Phone Number: [REDACTED]

Required Attachments:

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

[Signature]
Applicant Signature

7/29/2024
Date

July 29, 2024

City of Murfreesboro

To whom it may concern,

Middle Tennessee Electric is planning to relocate its power line along Warrior Drive soon. As you may be aware, engineered plans have been submitted to install a new intersection for the Rutherford Blvd. Extension. Due to this, MTE needs to relocate our electric lines to accommodate the roadway project. The relocation for roadway and signalization facilities create the need for a guy stub on this parcel on Warrior Drive owned by the City.

The road relocation project is the primary reason for this planned electric line relocation. Our goal is to maintain a safe and reliable electric grid, and this design will ensure that we can maintain our historically reliable electric system. We would like to extend the opportunity for a discussion regarding this project.

Enclosed you will find a preliminary drawing that illustrates the proposed plans as it relates to your property. Also, we have attached a copy of our Right-of-way easement. If you do not have any questions about the scope of work, you may sign this easement and return to us in the enclosed envelope. We also request this easement to be notarized.

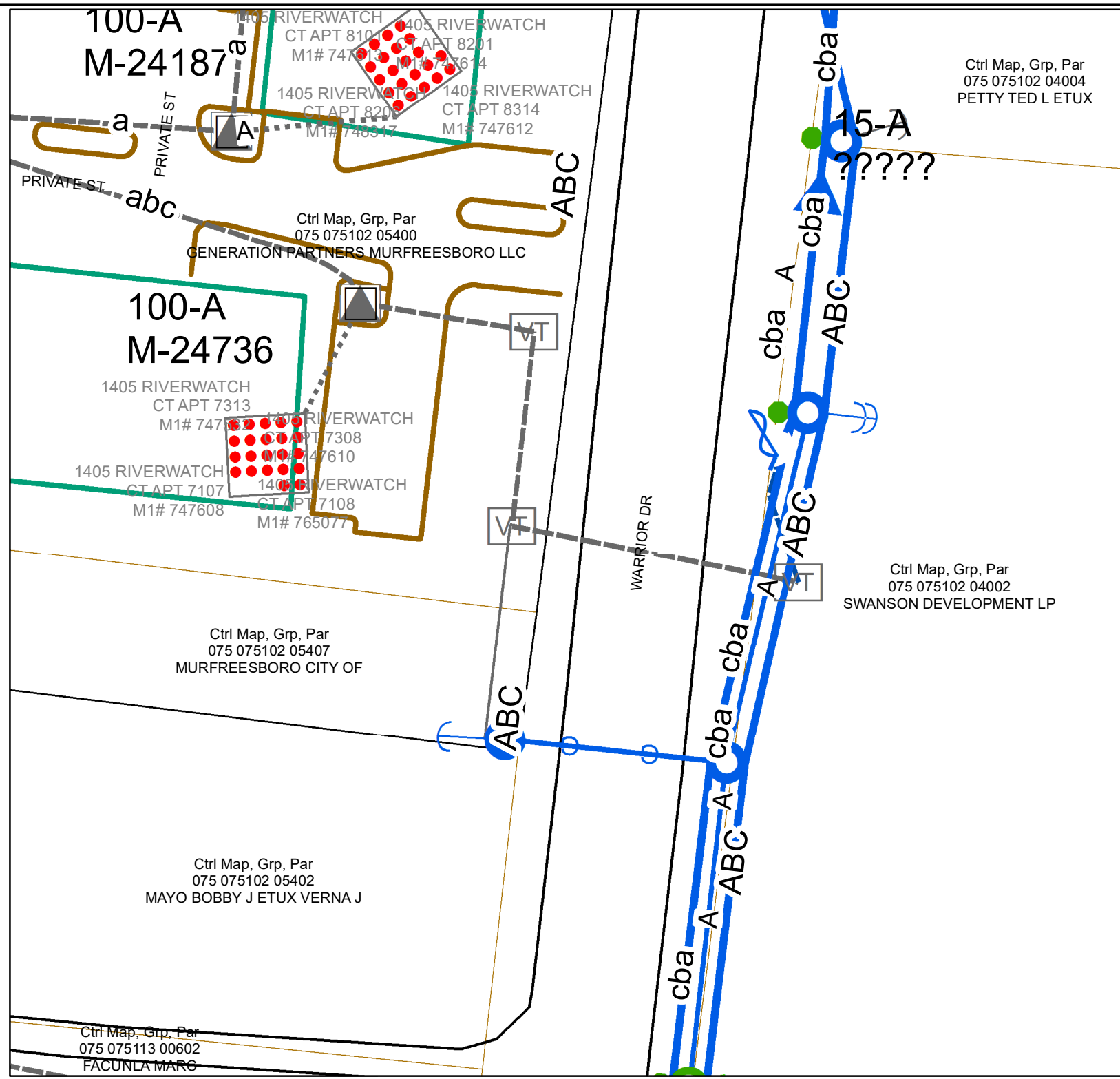
Our desire is to work with you to answer any questions you may have, and we are happy to listen to any concerns you have about this request. If you have any questions, please let me know.

Sincerely,



Derrick Lynch
Project Engineer





- ### Legend
- Utility Lines
 - Existing Utility Pole
 - Proposed Utility Pole
 - ⊞ Manhole
 - ⊞ Vault
 - ⊞ Primary Pullbox
 - ⊞ Secondary Pullbox
 - UG Sector
 - ▶ Overhead Transformer
 - ◼ Underground Transformer
 - ← Anchor Guy
 - Span Guy

Disclaimer:
 Middle Tennessee Electric Membership Corporation ("MTE") makes no representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials: _____

Job Number: 16153604
 Location: Warrior Drive II
 Description:

Map: 5348-H
 Scale: 1 inch = 50 feet
 Print Date: 7/24/2024



Exhibit "1"

Right-of-Way

Easement

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



Service Location # N/A Meter Set SO # _____ WO# 16153601

Grantor: City of Murfreesboro And/by _____

Select one of the following: unmarried married business entity

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

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

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

County Rutherford State of Tennessee Tax Map: 102 Group: _____ Parcel: 054.07

Address _____
House/building# Street/Road Name City Zip
Warrior Drive Murfreesboro 37133

and such Property being of record in Deed Book 1704 , Page 2231 , Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

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

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

 Print Name/Title of Authorized Signatory

 Print Name/Title of Authorized Signatory

 Legal Signature

 Legal Signature

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

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

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

 Notary Signature My Commission Expires _____

 Notary Signature My Commission Expires _____

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Pedestrian Enforcement and Education Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Tennessee Highway Safety Office pedestrian enforcement and education grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded \$60,000 for the THSO FY25 Pedestrian Enforcement and Education grant. This program provides funding for pedestrian safety enforcement operations and educational events to make roads safer. The department will use the funding to offset overtime wages for officers who participate in community outreach and education programs to increase safety awareness and help all roadway users understand their responsibilities.

Council Priorities Served

Maintain Public Safety

Education improves awareness and promotes responsible driving and walking habits which makes roadways and walkways safer.

Fiscal Impacts

The department's income and expenses will increase by the Grant award of \$60,000. No matching funds are required.

Attachments:

Grant Contract



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS221	Edison ID 83668 (Other)		
Grantee Legal Entity Name Murfreesboro Police Department			Edison Vendor ID 4110		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.616			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Pedestrian Enforcement & Education					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$60,000.00			\$60,000.00
TOTAL:		\$60,000.00			\$60,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<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,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Murfreesboro Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 undertake Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and will include one or more of the following services: building and implementation of safe community coalitions and partnerships; building coalitions based on diversity issues; provide educational resources, public information and education; collect and evaluate data for allocation resources; provide and manage certified training.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st

January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set

of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

- A.6. 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 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 Sixty Thousand Dollars and Zero Cents (\$60,000.00) ("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 Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 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 Safety and Homeland Security / Tennessee Highway Safety Office.
 - (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 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 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:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Bryan Anderson, Patrol Captain
 Murfreesboro Police Department
 302 S. Church St.
 Murfreesboro, Tennessee 37130
 Email Address: 0395@murfreesborotn.gov
 Telephone #: (615) 849-2670
 FAX #: (615) 848-3260

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 ten thousand dollars (\$10,000.00).
- 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 through 67-6-608. 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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.

IN WITNESS WHEREOF,

Murfreesboro Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Murfreesboro Police Department
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	69A3752430000405GTN0
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$60,000.00
Total amount of federal funds obligated to the subrecipient	\$60,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$639,544.62
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
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)	0%

GRANT BUDGET

Agency Name: Murfreesboro Police Department

Project Title: Pedestrian Enforcement & Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2024 END: 09/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$60,000.00	\$0.00	\$60,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 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	\$60,000.00	\$0.00	\$60,000.00

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* (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Precision Commercial services contract

Department: Solid Waste

Presented by: Russell Gossett, 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

Consider contract for facility janitorial services awarded to Precision Commercial Services

Staff Recommendation

Approve the awarded janitorial services contract to Precision Commercial Services.

Background Information

With the current janitorial contract ending September 30, the purchasing department advertised an invitation to bid for solid waste and fleet service janitorial services. Upon review of submittals, Precision Commercial Services was selected as lowest, most responsible bidder. This contract will expire in one year, with the option of two additional one-year renewal terms by mutual written agreements.

Council Priorities Served

Responsible budgeting

This contract was selected as the lowest, most responsible bidder. This contract renewal allows for the City's priorities to be served at a responsible cost.

Fiscal Impact

The expense, \$38,220 is divided between Solid Waste and Fleet services FY25 operational budget. Fleet Services contract total will be \$17,700 with the remaining \$20,520 budgeted for Solid Waste.

Attachments

1. Precision Commercial Services contract

**Contract Between
City of Murfreesboro and Precision Commercial Services, LLC
for Janitorial Services**

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 **Precision Commercial Services, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- This document
- ITB-01-2025 Janitorial Services for Solid Waste Department and Fleet Services Department Buildings, issued July 30, 2024 (the "Solicitation");
- Contractor's Bid Proposal, dated August 20, 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.

Contractor agrees to provide Janitorial Services for the Fleet Services Department and Solid Waste Department Buildings as set forth in the ITB-01-2025, Bid Specifications, and Contractor's Bid Response.

2. Term.

The term of this Contract commences on the Effective Date and expires in one year, with the option of two additional one-year renewal terms by mutual written agreement of Contractor and the City or earlier terminated as set forth herein Termination. 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 Contract. Termination under this

subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor’s work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. Payment.

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 services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Once Contractor has submitted a monthly invoice, the City will issue payment within thirty (30) days from submittal. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by Russell Gossett, Director of Solid Waste and Kyle Lingo, Assistant Director of Fleet Services or City designee. Invoices shall be separated for each building and must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov

4. Price.

The price for the services rendered pursuant to this Contract shall be invoiced at the prices and charges fixed by the Contractor as per the Contractor’s Proposal (Exhibit A), dated August 20, 2024, for a **TOTAL PURCHASE PRICE OF THIRTY-EIGHT THOUSAND TWO HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$38,220.00) PER YEAR**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents.

Fleet Services Department (approximately 2,100 sq. ft.) 4753 Florence Road	Monthly Cleaning Strip and Wax Floor (2x per year)	\$1,300/month \$1,050/each
Solid Waste Department (approximately 5,687 sq. ft.) 4765 Florence Road	Monthly Cleaning Strip and Wax Floor (2x per year)	\$1,460/month \$1,500/each
Total Contract Price Note to Exceed		\$38,220.00/year

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.

5. Insurance.

During the term of this Contract, 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 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:
 - 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. 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 procurement 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 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 Contract, 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 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 executed by signature of the City Manager in lieu of the City's signatory hereto.

13. Relationship of the Parties.

Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

14. Waiver.

No waiver of any provision of this Contract affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. Employment.

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.

16. Non-Discrimination.

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

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

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

17. 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 Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:

David Bernard Groves II, Owner
Precision Commercial Services, LLC
1200 Orchard Mountain Court
Antioch, TN 37013
PCSLLC@precisioncommercial
servicesllc.com

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 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.

19. 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.

20. 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.

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 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.

23. Severability.

Should any provision of this Contract 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 Contract.

23. 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.

24. 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.

23. 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.

24. 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.

In witness whereof, the parties enter into this Contract as of the Effective Date.

CITY OF MURFREESBORO

PRECISION COMMERCIAL SERVICES, LLC

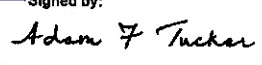
By: _____

Shane McFarland, Mayor

Signed by: 
By: _____
BBCAEEA98FD24E7...

David Bernard Groves II, Owner

APPROVED AS TO FORM:

Signed by: 

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Easement Offer for Sanitary Sewer Rehab 2023/24 – 519 Johnson St.

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Request approval for a revised and updated easement offer to relocate an existing sewer main at the above address.

Staff Recommendation

Approve the easement purchase and if the property owner does not accept the offer within a reasonable amount of time, recommend moving forward with condemnation. The Water Resources Board recommended approval of this matter at their September 2024 meeting.

Background Information

Through a previous as well as the existing sewer rehabilitation contract, there is a sewer main replacement and upsizing project along Johnson Street (JS). The sewer main extends from JS through 519 JS, to Dr Martin Luther King Jr. Blvd. The sewer main was installed pre-1950, prior to the home being built. This sewer is estimated to be five feet from the home and fourteen feet deep, which will not allow repairs to the sewer main should it collapse or fail in the future. For this reason, staff has proposed to re-route further away from the home to the east within a 30-foot sewer easement.

The first easement offer was approved by the Board in August of 2022, based on appraisals from the TDOT Bradyville Hwy widening acquisitions, at \$9,675. The property owner did not accept this offer, therefore, Legal requested an appraisal in order to file for condemnation.

Fiscal Impact

The easement offer, \$25,900, is recommended to come from the Department’s Working Capital Reserves.

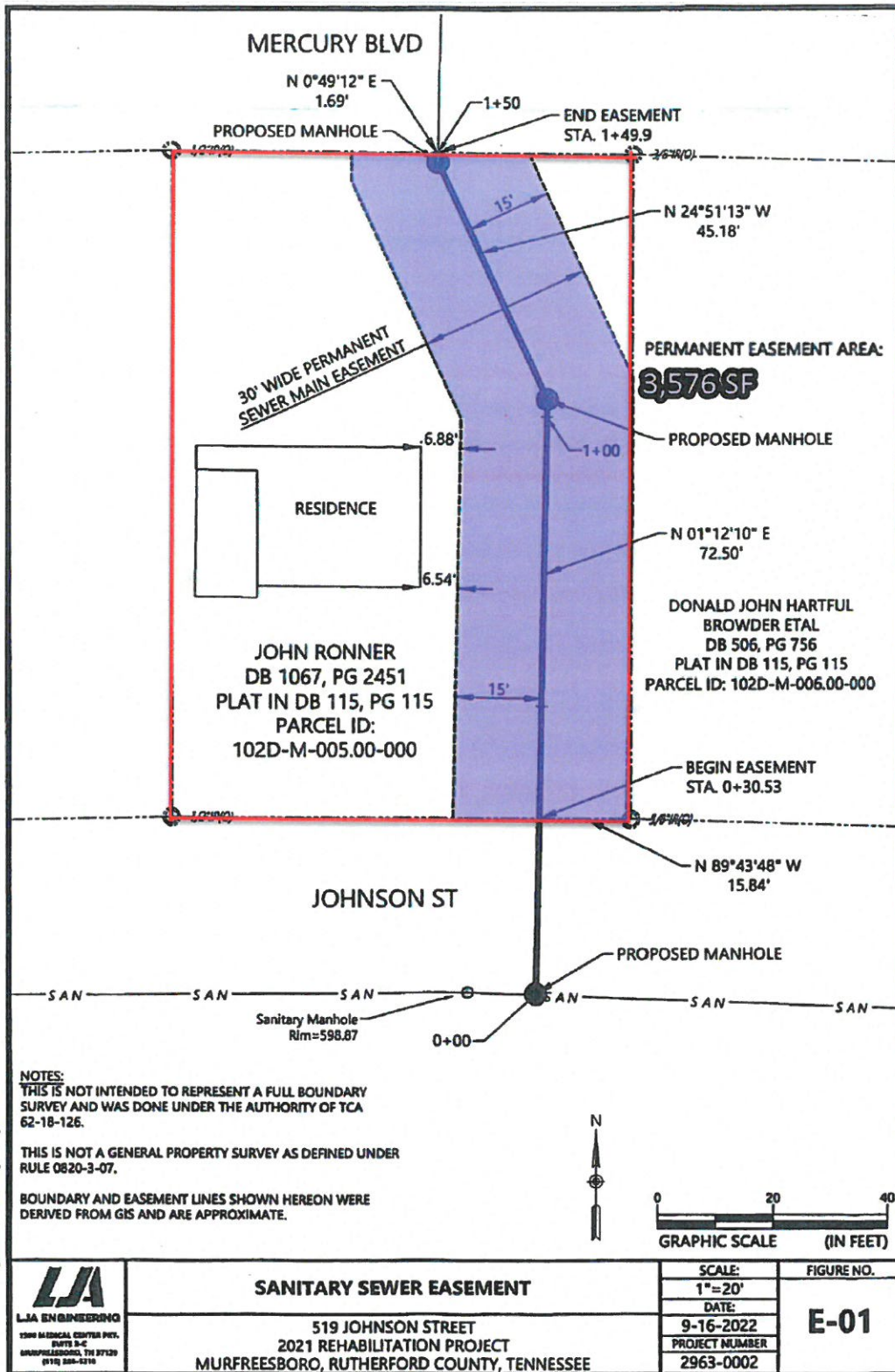
Attachments

Exhibits



Appraisal Report
City of Murfreesboro

ACQUISITION MAP
 TAKEN FROM R.O.W. PLANS



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Contract with Southern Pipe & Supply

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider purchase of materials to replace the water line located on Ragland Ave.

Staff Recommendation

Approve the contract from Southern Pipe & Supply.

Background Information

MWRD Operations and Maintenance requested sealed bids for the materials required to replace the water line located on Ragland Ave. The bids were opened on September 10, 2024. There were six bids received and Southern Pipe & Supply was the lowest responsible bidder.

Council Priorities Served

Responsible budgeting

By requesting bids, the Department benefits from competitive pricing.

Fiscal Impact

The expense, \$62,749, will be funded by MWRD's FY25 operating budget.

Attachments

Southern Pipe & Supply Contract

Agreement for Pipe & Materials – Ragland Avenue

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Southern Pipe & Supply, Inc.**, a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-07-2025 – Pipe and Materials – Ragland Avenue, issued August 20, 2024 (the "Solicitation");
- Contractor's Proposal, dated September 10, 2024 ("Contractor's Proposal");
- Contractor's Price Proposal, dated September 10, 2024 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-07-2025 – Pipe and Materials – Ragland Avenue."

2. Term.

The term of this Agreement commences on the Effective Date and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. 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. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal, attached as Exhibit A, which reflects a total **purchase price of \$62,749.48**. 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.
- b. All items must be available for delivery within 30 weeks from issuance of purchase order. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. Delivery Contact: Charles Hancock (email: chancock@murfreesborotn.gov, phone: 615-642-3313). The materials shall be delivered to the City of Murfreesboro Water Resources Department, 1725 South Church Street, Murfreesboro, TN 37130.
- 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 items(s) received which fail to meet the specifications as stated in the ITB.
- 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. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

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. 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."

7. 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.

8. **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:

<p>If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>	<p>If to Contractor: Southern Pipe and Supply, Inc. Attn: Chris Wiseman 1223 Foster Avenue Nashville, TN 37210 chris.wiseman@southernpipe.com</p>
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9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of 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.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from

participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

- 20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 23. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 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 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

SOUTHERN PIPE & SUPPLY INC.

By: _____
Shane McFarland, Mayor

Signed by:
By Chris Wiseman
Chris Wiseman, Sales

Approved as to form:

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

**PURCHASING DEPARTMENT
BID FORM**

NAME OF BID: ITB-07-2025
Piping and Materials for Ragland Avenue

Name of Bidder: Southern Pipe & Supply
Date: 9/10/24

INSTRUCTIONS:

All prices must include **all costs**. Costs included in the bid prices shall include services rendered and parts, labor, accessories, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax. **PROVIDE WITH YOUR BID RESPONSE THE NAMES OF ANY SUBCONTRACTORS THAT WILL BE USED TO PERFORM SERVICES FOR THIS BID.**

Line Item	Qty	Description	Unit Price	Total Price
1	1,950 ft.	8" BLUE PVC WATER PIPE C 900 DR-18 CL150 PC235 GASKETED 20' JOINTS *PIPE MUST BE: DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, JM-EAGLE AND SANDERSON; No mixed brands	\$ <u>18.46</u>	\$ <u>35,997.00</u>
2	1 each	8" TAPPING VALVE MJ O/L—RW W/OP NUT with Accessories	\$ <u>1,934.39</u>	\$ <u>1,934.39</u>
3	1 each	10" x 8" MJ Tapping Sleeve Blk F/DI with Accessories	\$ <u>2,785.62</u>	\$ <u>2,785.62</u>
4	3 each	5-1/4 Storz Connection Fire Hydrants 3-Way 42" Bury 6" MJ Shoe-Yellow; American B62B, M & H, or Mueller	\$ <u>3,389.57</u>	\$ <u>10,168.71</u>
5	3 each	6" GATE VALVE MJ x MJ with OP Nut with Accessories	\$ <u>986.25</u>	\$ <u>2,958.75</u>
6	4 each	8" GATE VALVE MJ x MJ with OP Nut with Accessories	\$ <u>1,562.58</u>	\$ <u>6,106.32</u>
7	3 each	8" X 6" MJ SWIVEL ANCHOR TEE CL153 FOR DI WITH ACCESSORIES	\$ <u>282.23</u>	\$ <u>846.69</u>
8	4 each	8"- 45 DEGREE BEND MJ FOR DUCTILE IRON	\$ <u>187.35</u>	\$ <u>749.40</u>
9	7 each	J. B.S. # 8006 ROADWAY VALVE BOX & LID; Lids to be marked "Water"	\$ <u>171.80</u>	\$ <u>1,202.60</u>
		Total Bid		\$ <u>62,749.48</u>

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

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 FY24 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	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$86.50	
Aug	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Sep							
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

COUNCIL COMMUNICATION

Meeting Date: October 3, 2024

Item Title: City Council Meeting Minutes (December 2022, September 12 & 19, 2024)

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes for these to become the official minutes of the meeting.

Attachments

Current Minutes

September 12, 2024 (Workshop Meeting)

September 19, 2024 (Regular Meeting)

Historical Minutes

December 1, 2022 (Public Comment Meeting)

December 1, 2022 (Regular Meeting)

December 8, 2022 (Regular Meeting)

December 14, 2022 (Workshop Meeting)



**City of Murfreesboro
City Council – Workshop Regular Session**

Thursday, September 12, 2024, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:31 a.m. on Thursday, September 12, 2024.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Shawn Wright

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Sam Huddleston, Assistant City Manager
Adam Tucker, City Attorney
Erin Tucker, Chief Financial Officer/ City Recorder/City Treasurer
Lesley Jernigan, Assistant Finance Director
John Tully, Assistant City Attorney
Ben Newman, Planning and Land Management Director
Rachel Singer, Parks and Recreation Assistant Director
Jim Kerr, Transportation Director
Chris Griffith, Executive Director of Public Infrastructure
Alan Bozeman, Communications Director
Roman Hankins, Deputy City Attorney
Kevin Jones, Building and Codes Director
Melanie Joy Peterson, City Clerk
Henry McKee, Contracts Manager
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of City Recorder Erin Tucker about the presence of any registered speakers for public comment on actionable agenda items. Ms. Tucker stated there were no individuals registered to speak on any actionable agenda items.

Action Items

1. Resolution 24-R-28 Increase Annexation Application Fee. John Tully, Assistant City Attorney, presented a Council Communication requesting Council consider increasing the annexation request fee from \$500 to \$2,000, due to the notice requirement changed by state law, Public Chapter 701. The resolution titled, "RESOLUTION 24-R-28 revising the application fee for annexation requests" was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 24-R-28. Ms. Averwater seconded the motion. Upon roll call, the resolution was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright,
Shane McFarland

Nay: None

2. Approval of Greenways, Blueways, Bikeways (GBB) Master Plan Update. Rachel Singer, Parks and Recreation Assistant Director, presented a Council Communication and documents regarding approval of an updated GBB Master Plan. Alisha Eley from Kimley Horn, presented a PowerPoint regarding updates to the GBB Master Plan and responded to Council questions. The GBB Master Plan serves as a guide for implementation of transportation and recreation connectivity throughout the city and was approved by the Planning Commission on June 5, 2024, which made it part of the City's GBB Master Plan. Adam Tucker, City Attorney, advised that Council only needed to make a motion to support and endorse the GBB Plan Update; it was effective upon approval by Planning Commission. Mayor McFarland suggested that future large projects be presented to the governing body (City Council) for review, input and approval prior to being approved by a Board or Commission and made effective.

Mr. Shacklett made a motion to support the GBB Master Plan. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright,
Shane McFarland

Nay: None

3. FY25 Special Census Update and IT Support Services Contract. Sam Huddleston, Assistant City Manager, presented a Council Communication and PowerPoint updating Council on the Special Census to be started this fall. The goal of the Special Census is to show 20,000 + population increase which would add \$3.5 million increase to FY25 revenue from state shared

revenue. Mr. Huddleston requested Council approve the Third Amendment to the contract between the City and Castaway Technical Services LLC to provide IT Professional Consulting Services for Special Census Support (Third Amendment).

Mr. Wright made a motion to approve the Third Amendment to the IT Services Contract. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright,
Shane McFarland

Nay: None

4. Authorization Acquisition of Downtown Properties. Darren Gore, City Manager, presented a Council Communication regarding acquisition of property to address downtown parking needs and other future uses. Mr. Gore requested Council approve the acquisition of Lots 1, 2, and 3 (Tax Parcel Nos. 091K-G-00800, 091K-G-00900, and 091K-G-00801) of the City of Murfreesboro and Midsouth Bank Subdivision through negotiation and, if necessary, through eminent domain. Mr. Gore stated this action would address immediate parking needs in the downtown area and provide space for future government facilities.

Mr. Wright made a motion to approve the acquisition through negotiation and, if necessary, through eminent domain. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright,
Shane McFarland

Nay: None

Workshop Items

5. TDOT I-24 Choice Lanes Presentation. Jim Kerr, Transportation Director, presented a Council Communication regarding Tennessee Department of Transportation (TDOT) I-24 Choice Lanes. Representatives from TDOT, Bryan Ledford, Public-Private Partnerships Division Director and Rebekah Hammonds, Public-Private Partnerships Communications Officer, presented a PowerPoint regarding Tennessee's first proposed optional Choice Lanes project. The proposed I-24 Southeast Choice Lanes Project may include two new additional lanes in both directions to address travel time reliability and regional connectivity issues along approximately 26 miles of I-24 between Murfreesboro and Nashville. The Project would provide passenger vehicles and transit riders with an effective transportation alternative to bypass congestion in exchange for a variable price user fee

and allow motorists to maintain consistent travel times. The project shall be designed, built, financed, operated and maintained by a private-sector partner through a Public-Private Partnership (P3), with initial funding provided by the Transportation Modernization Act. Jay Norris, TDOT Region 3 Director, responded to questions from Council about I-24 interchanges within the City and stated anything in the current 10-year plan will stay in the plan. Ms. Hammonds encouraged Council to share this information with their constituents and asked them to provide input to the Choice Lanes Project within the public feedback timeframe so feedback could be considered and used within the Project development. This information was provided to Council as notification only and no vote was necessary.

6. Road Project Update Presentation. Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and presentation regarding Public Infrastructure project updates. Project updates included Rucker Lane Widening Phase 2, Old Fort Parkway Widening, West Clark Boulevard Improvements, Blackman/Burnt Knob/Mason Intersection, and Asbury Lane Realignment. Mayor McFarland requested City TV edit Mr. Griffith's presentation and post it on social media for citizen reference. This information was provided to Council as notification only and no vote was necessary.

7. Cable TV Structure Changes. Alan Bozeman, Communications Director, presented a Council Communication regarding review of structural needs for Murfreesboro Cable TV. Federal and state television laws and regulations have changed and eliminated much of the Murfreesboro Cable TV Commission authority related to cable television regulations. A change in structure would dissolve the commission, leading future recommendations related to cable tv franchise (renewals, transfers, franchise fee audits, etc.) to be presented to City Council by staff recommendation instead of by Murfreesboro Cable TV Commission recommendation. Mr. Bozeman requested Council direction regarding the structure of Cable TV. The council was supportive of Mr. Bozeman's recommendations and instructed legal staff to proceed with drafting legislation to amend the City Code.

8. Amendments to Murfreesboro City Code, Chapter 4 – Alcoholic Beverages. Roman Hankins, Deputy City Attorney, presented a Council Communication and PowerPoint and requested Council's direction regarding editing Ordinance 23-O-30 related to amending the Murfreesboro City Code sections on certificates of compliance. Section 4-10 of the Murfreesboro City Code currently authorizes the City Council to approve one retail liquor certificate of compliance for every 5,000 City

residents. At its July 11, 2024 workshop meeting and July 18, 2024 regular meeting, City Council requested options for making the process for obtaining a certificate of compliance fairer and more equitable. Mr. Hankins requested Council provide comments and additional direction regarding finalizing the ordinance. Mr. Wright inquired about a free market with no limitations. Mayor McFarland was in favor of the lottery system and suggested reviewing after one-year. Based on Council feedback, legal staff was instructed to update the draft ordinance to include a lottery system for the distribution of certificates of compliance to occur each August, with certificates expiring the following July 31. Revised Ordinance 23-O-30 shall be presented at the next regular meeting.

9. Approving and Permitting Rutherford County Schools Construction. Ben Newman, Planning and Land Management Director, presented a Council Communication regarding approval and permitting processes for Rutherford County Schools construction projects.

Kevin Jones, Building and Codes Director, presented a list of City and County Schools construction projects since 2015 and permitting fees charged for each project. Mr. Jones elaborated about why permitting fees are assessed and what expenses they recover.

Mr. Newman discussed zoning and development standards required for various construction projects, including schools' projects, such as landscaping, irrigation, buffering, and parking. He also provided information on how to process plans for Rutherford County Schools when they are approved outside the City sewer customers.

Discussion among Council members ensued regarding fees charged to schools for permitting and developing standards. Mayor McFarland suggested capping fees and Mr. Wright and Ms. Averwater agreed. Based on Council feedback, it was suggested that all public and private sectors continue to pay the permit recovery fees, but that Council may consider placing a cap on those fees in the future. No vote or action was taken.

10. CIP Transfers. Erin Tucker, City Recorder/Chief Financial Officer, presented a Council Communication and documents regarding notification of CIP transfers. Transfers include transfer of CIP Funds between the Bond Fund and General Fund for Barfield Crescent Park Exp, Cherry Lane 2, Cherry Lane 3, Mercury, Broad, Bradyville Intersection, Skate Park, and Towne Creek. This information was provided to Council as notification only and no vote was necessary.

11. July 2024 Dashboard. Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding the July 2024 Dashboard. The Dashboard provides assessable

financial information on a regular basis to assist in critical decision making about the fiscal affairs of the City. This information was provided to Council as notification only and no vote was necessary.

Board and Commission Appointments

No board or commission appointments were presented.

Licensing

No Beer Permits or Special Event Beer Permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

No other business was presented.

The following items were general announcements, not on the published agenda. Mr. Shacklett mentioned Read to Succeed Day for City and County schools is Friday, September 13, 2024. He invited Council to attend the State of the Schools presented by Dr. Trey Duke on Tuesday, September 24, 2024, from 8-9 a.m. located at Murfreesboro Airport. Mr. Maxwell stated next Tuesday, September 17, 2024, at 3 p.m. Vice President Pence will speak at MTSU in Tucker Theatre.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:55 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, September 19, 2024, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, September 19, 2024.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Bill Shacklett
Kirt Wade
Shawn Wright

Austin Maxwell was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Interim Finance Director (Acting City Recorder)
Sam Huddleston, Assistant City Manager
Dr. Trey Duke, Director of Murfreesboro City Schools
Matthew Blomeley, Assistant Planning Director
Michele Emerson, City Engineer
Chris Griffith, Executive Director of Public Infrastructure
Steve Jarrell, Deputy Police Chief
Mark McCluskey, Fire Chief
Randolph Wilkerson, Human Resources Director
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Dan Alcorn commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ceremonial Items

Mayor McFarland presented Ron Crabtree with a Proclamation whereas Mr. Crabtree served as the inaugural chairman for the Stormwater Advisory Commission from September 2002 through November 2009. Mayor McFarland proclaimed September 5, 2024 and September 19, 2024, as days to honor and recognize the accomplishments of Ron Crabtree and asked the citizens to join him in this well-deserved recognition.

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of Interim Finance Director Amanda DeRosia about the presence of any registered speakers for public comment on actionable agenda items. Ms. DeRosia stated there were no individuals registered to speak on any actionable agenda items.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications for the following items:

1. Change Order #1 for Old Fort Park Tennis Court Renovations (Facilities)
2. FY25 City Manager Approved Budget Amendment (Finance)
3. Wine Sales Certificate of Compliance - Circle K #4703903 (Finance)
4. IT - Website Hosting and Support Renewal (Information Technology)
5. MOU Between City Parks and Recreation and City Schools (Parks)
6. Mandatory Referral for Closing a Segment of Hickerson Drive to Vehicular Use (Planning)
7. Asphalt and Concrete Purchase Report (Street)
8. Contract for Mulching Services (Street)

Mr. Wade made a motion to approve the Consent Agenda. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Minutes

9. City Council Meeting Minutes for September 5, 2024. City Council meeting minutes from September 5, 2024 were offered for approval. The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Ms. Averwater made a motion to approve the minutes. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

New Business

Resolution

10. Resolution 24-R-27 FY25 Budget Amendment #3. Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication regarding Resolution 24-R-27. The resolution titled, "RESOLUTION 24-R-27 amending the Fiscal Year 2025 (hereafter "FY25") Murfreesboro City Schools Budget (3rd Amendment)" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 24-R-27. Ms. Scales Harris seconded the motion. Upon roll call, the resolution was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Land Use Matters

11a. Public Hearing of Ordinance 24-OZ-28. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding rezoning of approximately 0.32 acres located along the south side of Roberts Street west of North Highland Avenue. The Planning Commission recommended approval of the rezoning during its regular meeting on August 7, 2024. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated the public hearing, welcoming comments on rezoning. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

11b. Ordinance 24-OZ-28 (1st Reading). The ordinance titled, “ORDINANCE 24-OZ-28 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 0.32 acres located along Roberts Street from General Office – Residential (OG-R) District and City Core Overlay (CCO) District Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant, [2024-409]” was offered for passage on first reading.

Ms. Scales Harris made a motion to approve Ordinance 24-OZ-28. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

12a. Public Hearing of Ordinance 24-OZ-29. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding a rezoning for approximately 29.5 acres located along Old Salem Road east of its intersection with Constantine Drive. The Planning Commission recommended approval of the rezoning during its regular meeting on August 7, 2024 with the following conditions: 1) No building permits may be issued, and no buildings constructed on the property until completion of the culverts being replaced along Old Salem Road.; and 2) No building permits may be issued, and no buildings constructed on the property until a flood study is completed

with established elevations and building envelopes. Mr. Blomeley stated that a public hearing was required on the matter. Michele Emerson, City Engineer, Chris Griffith, Executive Director of Public Infrastructure, and Sam Huddleston, Assistant City Manager, answered questions and responded to concerns from Council regarding the culvert, flooding, and use of property.

Mayor McFarland initiated the public hearing, welcoming comments on rezoning. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

12b. Ordinance 24-OZ-29 (1st Reading). The ordinance titled, “ORDINANCE 24-OZ-29 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 29.5 acres located along Old Salem Road from Commercial Fringe (CF) District to Single-Family Residential Twelve (RS-12) District; Alcorn Properties, LLC, applicant, [2024-404]” was offered for passage on first reading.

Mr. Wright made a motion to amend Ordinance 24-OZ-29 to include the two conditions set forth by Planning Commission in the Council Communication. Mr. Wade seconded the motion. Upon roll call, the motion to amend Ordinance 24-OZ-29 was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Mr. Wright made a motion to approve Ordinance 24-OZ-29, as amended. Ms. Scales Harris seconded the motion. Mayor McFarland stated that he thought this was a good project but would abstain from the vote to approve Ordinance 24-OZ-29. Following the Mayor’s statement about his abstention and Council discussion, Council decided to rescind the vote for passage of Ordinance 24-OZ-29 and amend it prior to its 1st reading to be clearer in Council’s intent.

Mr. Wright made a motion to amend Ordinance 24-OZ-29 a second time to add the following to the ordinance: Future issuance of building permits and approval and recording of the Final Plat will be contingent upon development of an installed and functioning culvert along Old Salem Road and presentation of completed flood study with established elevations and building envelopes. Ms. Scales Harris seconded the motion. Upon roll call, the second motion to amend Ordinance 24-OZ-29 was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Mr. Wright made a motion to approve Ordinance 24-OZ-29, as amended. Mr. Wade seconded the motion. Upon roll call, the ordinance, with 2nd amendment incorporated, was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

13a. Public Hearing of Ordinance 24-OZ-30. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding a rezoning for approximately 21.4 acres located at the southwest corner of New Salem Highway and Salem Creek Drive. The Planning Commission recommended approval of the rezoning during its regular meeting on August 7, 2024. Mr. Blomeley stated that a public hearing was required on the matter. Matt Taylor from SEC presented a PowerPoint regarding the development on behalf of the applicant.

Mayor McFarland initiated the public hearing, welcoming comments on rezoning. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

13b. Ordinance 24-OZ-30 (1st Reading). The ordinance titled, “ORDINANCE 24-OZ-30 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 21.14 acres located along New Salem Highway and Salem Creek Drive from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District (12.4 acres) and Planned Residential Development (PRD) District (Salem Towne PRD – 8.74 acres); Harney Homes, applicant, [2024-408]” was offered for passage on first reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-30. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

14a. Public Hearing of Ordinance 24-O-31. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding amending the Zoning Ordinance regarding the use “Airport” and pertaining to Chart 1 and Chart 1 endnotes. The Planning Commission recommended approval of the ordinance during its regular meeting on August 7, 2024. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated the public hearing, welcoming comments on the zoning ordinance amendment. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

14b. Ordinance 24-O-31 (1st Reading). The ordinance titled, “ORDINANCE 24-O-31 amending Murfreesboro City Code Appendix A, Zoning, Chart 1 and Chart 1 Endnotes, Uses Permitted by Zoning District, pertaining to airport operations, Murfreesboro Planning Department, applicant [2024-804]” was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 24-O-31. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

On Motion

15. Beasie Road Extension. Executive Director of Public Infrastructure Chris Griffith presented a Council Communication and requested council approve the CIP transfer for the construction of a portion Beasie Road.

Mr. Wright made a motion to approve the CIP transfer. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

16. Tommy Bragg Drive CIP Transfer. Executive Director of Public Infrastructure Chris Griffith presented a Council Communication and requested Council approve the CIP transfer and 5% contingency for the Tommy Bragg Drive roadway project.

Ms. Averwater made a motion to approve the CIP transfer and 5% contingency. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

17. Blackman/Manson/Burnt Knob Right-of-Way Acquisition. Executive Director of Public Infrastructure Chris Griffith presented a Council Communication and requested Council approve acquisition of property for the Blackman/Manson/Burnt Knob intersection project and funding for the

acquisition of right of way and easements up to 10% above appraised values. If agreements are not reached, staff recommended proceeding with condemnation and depositing the appraised value in court.

Mr. Wade made a motion to approve the acquisition and proceeding with condemnation and depositing the appraised value in court if agreements are not reached. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

18. Purchase of 12 LUCAS Devices. Fire Chief Mark McCluskey presented a Council Communication and requested Council approve the purchase and sales agreement of twelve (12) chest compression devices from Stryker Sales, LLC in the amount of \$265,770.

Ms. Averwater motion to approve the purchase and sales agreement. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

19. Evernorth Care Solutions, Inc Employee Assistant Program (EAP) Agreement. Human Resources Director Randolph Wilkerson presented a Council Communication and requested Council approve the Evernorth Care Solutions, Inc. Agreement, subject to Legal Department approval, for the EAP Services for Mental Wellness Services for the 2025 benefits plan.

Mr. Wright made a motion to approve the EAP services agreement, subject to Legal Department approval. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

20. Purchase of Mobile Printers from Tyler Technologies. Deputy Police Chief Steve Jarrell presented a Council Communication and requested Council approve the purchase of one hundred (100) mobile printers for the Brazos eCitation System and sales agreement for the purchase with Tyler Technologies, Inc. in the amount of \$84,552.

Mr. Wade made a motion to approve the purchase and sales agreement. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

21. Contract with International Association of Chiefs of Police (IACP). Deputy Police Chief Steve Jarrell presented a Council Communication and requested Council approve the agreement with the IACP for promotional assessment services. This is a five-year agreement for administration of both in-person testing and panel interviews. The contract would entail a one-time fee of \$24,000 and annual fees of \$10,000.

Ms. Scales Harris made a motion to approve the IACP agreement. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

22. Amendment No. 2 to Purchasing Agreement with Axon. Deputy Police Chief Steve Jarrell presented a Council Communication and requested Council approve Amendment #2 to the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the purchase of additional in-car and body worn cameras for the remainder of the 10-year contract.

Ms. Averwater made a motion to approve the amendment. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

23. 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and Memorandum of Understanding (MOU) with Rutherford County Sheriff's Office (RCSO). Deputy Police Chief Steve Jarrell presented a Council Communication and requested Council approve the application for the 2024 JAG Program and the MOU with the RCSO. The total federal award is \$61,957 with \$30,978 allocated to the City.

Mr. Wade made a motion to approve the 2024 JAG Program application. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

24. Purchase of Body Armor from Gall's. Deputy Police Chief Steve Jarrell presented a Council Communication and requested Council approve the purchase of one hundred (100) sets of body armor and carriers and agreement with Galls, LLC in the amount of \$153,439.

Ms. Scales Harris made a motion to approve the purchase and agreement. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Board and Commission Appointments

25. Appointment of the Library Board. Mayor McFarland presented a Council Communication regarding appointment of an additional Library Board member. Susan Quesenberry was recommended for appointment with a term expiration of June 30, 2027, with the understanding that the board may change from eleven (11) to seven (7) members in the future.

Mr. Wright made a motion to approve the appointment. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Licensing

26. Regular Beer Permits. Interim Finance Director Amanda DeRosia presented a Council Communication regarding Regular Beer Permits. Two Regular Beer Permits for two new locations, one for a restaurant located at 2614 Roby Corlew Ln and one for a restaurant located at 1798 W Northfield Blvd were presented for approval. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits.

Mr. Wade made a motion to approve the permits. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

No other business was presented.

The following items were general announcements, not on the published agenda.

Ms. Averwater expressed congratulations to Officer McAdams and Officer Hill for being recognized by WGNS as Public Safety Officers of the Month and thanked them for their work.

Mayor McFarland asked City Manager Darren Gore to announce recent staff promotions in Water Resources. Mr. Gore shared that Valerie Smith was promoted to Water Resources Director and John Strickland was promoted to Effective Utility Management (EUM) Coordinator.

Mayor McFarland announced the 4th Annual Mayor’s Cup would be held on Monday, September 23, 2024, raising funds so every child in Rutherford County can play golf for free. Scott Stallings will also be in attendance.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:03 pm.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, December 1, 2022 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:22 p.m. on Thursday, December 1, 2022. Due to the high volume of registered speakers, Mayor McFarland commenced the meeting ahead of schedule.

Council Members Present

Mayor Shane McFarland - Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director

Public Comment

Due to the high volume of registered speakers, Mayor McFarland commenced the meeting ahead of schedule. He then announced that this special meeting was being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. William Preville, Be Made Whole Ministries International, 4441 Chusto Drive, supported the ban of future “Boro Pride” events.

Ms. Adriane Preville, 4441 Chusto Drive, supported the ban of future “Boro Pride” events.

Ms. Tammy Kelley, 2926 Pendarvis Lane, supported the ban of future “Boro Pride” events.

Mr. Paul Fraser, 4505 Rubicon Drive, used his time to pray for the City Council.

Mr. Jason Schmitt, 480 River Rock Boulevard, Chief Executive Officer of Old Time Pottery, appealed to the Council to develop protocols for allowing artistic expression while honoring the Rule of Law at “Boro Pride” events.

Ms. Karen Burnett, 2636 Cason Lane, supported the ban of future “Boro Pride” events.

Ms. Priscilla Sanders, 2123 Moonlite Court, stated she was there in support of the City Manager.

Ms. Beverly Burke, 2822 Regency Drive, supported “Boro Pride” events continuing in the future.

Ms. Alicia Velazquez, 7444 Antietam Lane, Murfreesboro (County), supported the ban of future “Boro Pride” events.

Ms. Cheryl Hollinshead, 2305 Braxton Bragg Drive, Murfreesboro, TN (County), supported the ban of future “Boro Pride” events.

Mr. Brian Rosman, 4751 Brown Mill Road, Lascassas, TN (County), Vice President of Tennessee Pride Chamber, supported “Boro Pride” events continuing in the future.

Ms. Nicole Gibson, 126 Poplar Drive, Brush Creek, TN (County), supported “Boro Pride” events continuing in the future.

Mr. Cody York, 5717 Constantine Drive, Rockvale, TN (County), supported the ban of future “Boro Pride” events.

There was no one else present who wished to speak.

Adjourn

There being no further business, Mayor McFarland adjourned the meeting at 6:00 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____



**City of Murfreesboro
City Council – Regular Session**

Thursday, December 1, 2022 at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:05 p.m. on Thursday, December 1, 2022. The meeting began five minutes late due to the length of the Public Comment meeting.

Council Members Present

Mayor Shane McFarland - Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Craig Tindall, City Manager
Sam Huddleston, Assistant City Manager
Darren Gore, Assistant City Manager / Water Resources Director
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Jim Kerr, Transportation Director
Scott Elliott, Project Development Manager
Randolph Wilkerson, Employee Services Director
Russell Gossett, Solid Waste Director
Angela Jackson, Executive Director of Community Services

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Councilmember Madelyn Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

Consent Agenda

There were no Consent Agenda items to be considered for this meeting.

New Business

1. Professional Services Contract for Renovation of City Schools Ceilings. Scott Elliott, Project Development Manager, presented a Council Communication regarding a professional services contract for renovation of City school ceilings. A contract was presented and recommended by Mr. Elliott who requested Council approve a contract in the amount of \$128,751

to engage Johnson + Bailey Architects P.C. to renovate the ceilings at Hobgood and Mitchell Nelson Elementary Schools.

Mr. Maxwell made a motion to approve the professional services contract. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

2. Fountains at Gateway – Phase II. Craig Tindall, City Manager, presented a Council Communication regarding preparation for closing the conveyance of Phase 2A property to the Fountains at Gateway. Mr. Tindall requested Council approve the Pre-Closing Memorandum, Fourth Amendment to Agreement for Conveyance to Real Estate – Modification of Phase 2 Option, Mutual Cross-Access and Cross-Parking Agreement, and Lien to Secure Performance – Phase 2A with The Fountains at Gateway, LLC and authorize the Mayor and City Manager to sign on behalf of the City and close on the property.

Mr. Wade made a motion to approve the property purchase. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

3. Appointment of the Committee on Contributions for the Board of Trustees of the Community Investment Trust. Craig Tindall, City Manager, presented a Council Communication from Mayor Shane McFarland regarding the appointment of the Committee on Contributions for the Board of Trustees of the Community Investment Trust. A recommendation to appoint five to nine members to the Committee on Contributions for the Board of Trustees of the Community Investment Fund was presented to the Council. Candidates for appointment included: Gary Green, Wade Hays, Gabe Helms, John Hinkle, Lynn Lien, Lyle Lynch, Ronnie Martin, Claire Maxwell, Carl Montgomery, and Collier Andress Smith.

Vice Mayor Shacklett questioned whether the number of committee members was required under the Trust Agreement, which is editable until signed, or under the Charter Amendment, which would require more procedural steps. Mayor McFarland, with consensus of the Council, moved this

item for further discussion to be considered after item #11 on the Agenda while City Attorney Adam Tucker reviewed the Charter and By-Laws on this issue.

4. Wellness Service Agreement. Randolph Wilkerson, Employee Services Director, presented a Council Communication regarding an agreement with healthcare organization, WellSpark Health, Inc., for wellness reward services for the City's benefits plan for 2023. Mr. Wilkerson stated that the agreement with WellSpark Health, Inc. would provide health education and lifestyle skills to increase employee health and reduce medical claims and requested Council enter into an agreement with Well Spark Health, Inc. to provide wellness reward services for City employees for the next three years.

Mr. Maxwell made a motion to approve the agreement. Mr. Wade seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

5. Stop Loss Insurance Agreement. Randolph Wilkerson, Employee Services Director, presented a Council Communication regarding Self-funded Insurance Fund Stop Loss Coverage. Mr. Wilkerson requested Council approved the agreement with BlueRe of Tennessee for Stop Loss Insurance.

Ms. Scales Harris made a motion to approve the agreement with BlueRe of Tennessee for the purchase of Stop-loss Insurance. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

6. Use of Competitive Sealed Proposals for Banking Services for the City of Murfreesboro. Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication prepared by Purchasing Director Cathy Smith regarding Use of Request for Competitive Sealed Proposals (RFCSP) for Banking Services. Ms. Brown discussed the benefits of and requested Council approve an RFCSP process for procurement of banking services for the City.

Mr. Wade made a motion to approve an RFCSP process for procurement of banking services for the City. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

7. Transportation Investment Report – Lascassas Highway Widening. Jim Kerr, Transportation Director, presented a Council Communication regarding a contract for Transportation Investment Report (TIR) for the proposed widening of Lascassas Highway. Mr. Kerr requested Council approve the contract with The Corrandino Group, Inc. in the amount of \$98,200, subject to legal department final review.

Ms. Scales Harris made a motion to approve the contract, subject to legal department review. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

8. Transportation Investment Report – Old Fort Pkwy Widening. Jim Kerr, Transportation Director, presented a Council Communication regarding a contract for Transportation Investment Report (TIR) for the proposed widening of Old Fort Parkway Widening. Mr. Kerr requested Council approve the contract with Kimley-Horn in the amount of \$129,400, subject to Legal Department final review. Mr. Kerr explained that different vendors were being engaged for this work to be able to get the projects on Lascassas and Old Fort Parkway done quickly.

Vice Mayor Shacklett made a motion to approve the contract, subject to legal review. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Mayor McFarland requested a review of the Highway 99 corridor project and an update on progress in Phase II and the future of Phase III and IV. He also requested a presentation at the next Council Meeting on timelines for various transportation projects in the City.

9. Rollins Contract for Brush and Limb Collection. Russell Gossett, Solid Waste Director, presented a Council Communication and requested Council approve a contract with Rollins Excavating Co., LLC dba REC PRO for brush and limb collection in the amount of \$1,456,800 on a calendar year basis.

Mr. Maxwell made a motion to approve the contract with Rollins Excavating Co., LLC dba REC PRO. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

10. Salem Barfield Sewer Improvements Award of Contract. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding a construction contract for Salem/ Barfield Sewer Improvements allowing new sanitary sewer connections along the New Salem Highway corridor. Mr. Gore requested Council approve the award and standard construction contract with Cleary Construction, subject to legal department final review.

Ms. Scales Harris made a motion to approve the contract, subject to legal department review. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

City Manager Craig Tindall was called away from the meeting at this time. Assistant City Manager Sam Huddleston took his place for the remainder of the meeting.

11. Solid Waste Management WastAway Project Agreement. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding the Solid Waste Management WastAway Project Agreement. Mr. Gore requested Council approve the project agreement with WastAway, LLC, committing to the planning and design of a qualified biogas property (QBP) to be built at 2120 Butler Drive and which necessarily incorporates a Materials Management Station (MMS) to be constructed in anticipation of Middle Point Landfill's closure by 2025.

Ms. Scales Harris made a motion to approve the Project Agreement with WastAway, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

3. Appointment of the Committee on Contributions for the Board of Trustees of the Community Investment Trust. Agenda Item 3 was reintroduced by Mayor Shane McFarland. City Attorney Adam Tucker clarified that the Charter Amendment does not set the number of committee members, only the existence of the committee. Mr. Tucker also clarified that the number of members could be decided at this meeting, and the Trust Agreement would be adjusted to reflect that later.

Council discussed the number of people to appoint to the committee and which of the ten recommended applicants should be selected to serve.

Ms. Averwater made a motion to set the size of the committee to seven (7) members. Mr. Wade seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

There was discussion on whether applicants would be selected at this time or could be selected at the next meeting. Mr. Tucker advised that a motion to defer would be appropriate.

Ms. Scales Harris made a motion to defer selection of committee members until the next City Council meeting. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

12. Parks and Recreation Commission. Mayor McFarland presented a Council Communication and letter regarding appointment of Parks and Recreation Commission members. Mr. Kent Syler was recommended to fill the vacancy left by Mr. Charles Apigian (term expiring June 30, 2024) and Mr. Charlie Montgomery was recommended to fill the vacancy left by Mr. Ricky R. Turner (term expiring June 30, 2023).

Mayor McFarland confirmed with Angela Jackson, Greenway Committee has not met in a sometime and instead Parks and Recreation has taken action regarding the Greenway. Mayor McFarland indicated that Kent Syler will be a valuable member of the Commission and additionally has been helpful in expanding the Greenway Trail System.

Mr. Wright made a motion to approve the appointments. Mr. Wade seconded the motion.

Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Licensing

Regular and Special Event Beer Permits. Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. A Beer Permit for Cedar Glade Brews (new catering) at 906 Ridgely Road and a Special Event Permit for VFW Stones River Post 12206 at 1660 Middle TN Boulevard, Suite B, pending successful completion of building codes and inspections, were presented for approval. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

Mr. Wright made a motion to approve the permits. Ms. Averwater seconded the motion.

Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Huddleston announced there would be a Council meeting on December 8, 2022 with public hearings and a workshop on December 14, 2022.

Condolences were extended to City staff whose loved ones passed away recently.

Mr. Shacklett reminded everyone that the Christmas tree lighting event downtown would be later in the evening.

Mayor McFarland requested that the City Attorney review options for the Council to respond to the issues brought up during the Public Comments in November and December. Mr. Tucker committed to research with staff on what steps needed to be taken.

Mr. Wright made an announcement regarding the drive through Christmas lights at Cannonsburgh Village.

Adjourn

There being no further business, Mayor McFarland adjourned the meeting at 7:08 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, December 8, 2022, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:16 p.m. on Thursday, December 8, 2022. The meeting began late due to an Executive Session meeting that began at 5:30 p.m. and finished late.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Erin Tucker, Budget Director
Randolph Wilkerson, Employee Services Director
Matthew Blomeley, Assistant Planning Director
Trey Duke, Director of Schools
Jim Kerr, Transportation Director

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Council member Austin Maxwell commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ceremonial Items

STARS Award for November 2022. Employee Services Director Randolph Wilkerson presented the STARS Award for the month of November upon Lareko Flowers, Assistant Recreation Facility Director at Patterson Park, of the Parks and Recreation Department. The STARS award's purpose is to recognize City employees that go beyond the call of duty. Mr. Flowers demonstrated exceptional bravery and quick thinking upon the ignition of a brush fire on the park grounds. He promptly located an extinguisher and, without hesitation, rushed to extinguish the flames. His swift

and decisive actions not only safeguarded the facilities of Patterson Park but also averted potential harm to others.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications for the following items:

1. Housing Rehabilitation 922 Minerva Drive (Community Development)
2. Mandatory Referral for Dedication of an Electric Easement along Barfield Church Road (Planning)
3. Mandatory Referral for Abandonment of Public Utility and Drainage Easement along South Church Street (Planning)
4. Mandatory Referral for Dedication of an Electric Easements along Shelbyville Pike (Planning)
5. Mandatory Referral for Abandonment of Detention and Drainage Easement along Veterans Parkway (Planning)
6. Banner over Main Street (Street):
*Mayor's 5k, December 22, 2022-January 2, 2023
*Read to Succeed – Unplug & Read, January 27, 2023-February 3, 2023
7. Asphalt and Concrete Purchase Report (Street)

Mr. Wade made a motion to approve the Consent Agenda. Mr. Wright seconded the motion.

Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Old Business

Land Use Matters

8. Ordinance 22-OZ-36 (First Reading). The ordinance titled “ORDINANCE 22-OZ-36 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 1.5 acres along Haynes Drive from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Beau Monde PRD); Blue Sky Construction, applicant [2022-404]” was offered for passage on its first reading, as revised. The plan was changed since originally offered for public hearing and Council approval on October 20, 2024. Staff conferred with the City’s Legal Department and determined that no additional public hearing was necessary based on the fact the lot density was decreasing from eight units to four units. Planning Commission reviewed changes and recommended to Council for approval on December 7, 2022. Mr. Clyde Roundtree of Huddleston Steele offered a presentation reviewing the proposed changes to the plan.

Mr. Maxwell made a motion to approve Ordinance 22-OZ-36. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

New Business

Land Use Matters

9. Rezoning property west of Memorial Boulevard. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding the recommendation of the Planning Commission to approve rezoning approximately 34.2 acres west of Memorial Boulevard and south of Regal Drive from RS-15 (Single-Family Residential Fifteen District) to PRD (Planned Residential Development District). Mr. Blomeley presented several ways the applicant met requests made by the City in designing the project. The development is consistent with the Land Use Map in the proposed update to the 2035 Comprehensive Plan.

Extended discussion occurred between Council and City staff. Mr. Clyde Roundtree, with Huddleson Steele Engineering, presented a presentation regarding the planned development and discussed drainage issues and solutions.

9a. Public Hearing set by 22-R-PH-43. Resolution 22-R-PH-43, adopted by City Council on November 9, 2022, titled, “RESOLUTION 22-R-PH-43 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Gehan Homes, applicant, [2022-424]” set the public hearing date. Notice of said public hearing was published in the November 22, 2022 edition of the Murfreesboro Post. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland declared the public hearing open, inviting those present who wished to speak for or against rezoning property west of Memorial Boulevard to step forward to the lectern and provided public hearing instructions. The following individuals spoke at the public hearing:

Mike Bacon, 2814 Archer Drive, spoke against the development and was concerned about drainage and increased traffic.

Gus Hargett, 2910 Regency Park Drive, spoke against the development and was concerned about drainage and increased traffic.

Karen Bingham, 2903 Amber Drive, spoke against the development and was concerned about drainage and increased traffic.

Pat Bacon, 2814 Archer Drive, spoke against the development and was concerned about drainage.

Gloria Montgomery, 822 Banner Drive, spoke against the development and was concerned increased traffic.

David Reed, 710 Banner Drive, spoke against the development and was concerned about drainage and remaining RS-15 to stay consistent with surrounding properties.

Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

Mr. Wright requested that Sam Huddleston, Assistant City Manager, come to the podium to answer questions. Mr. Wright requested, that regardless of the status of this ordinance, planning staff look at the existing infrastructure and drainage issues in that area. Mr. Huddleston concurred.

Additional discussion among Council regarding the rezoning ensued.

9b. Ordinance 22-OZ-43 (1st Reading). The ordinance titled “ORDINANCE 22-OZ-43 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Gehan Homes, applicant, [2022-424]” was offered for passage on its first reading.

Mr. Maxwell made a motion to deny passage of Ordinance 24-OZ-43 and to keep zoning as RS-15. Vice Mayor Shacklett seconded the motion. Vice Mayor Shacklett asked Mr. Blomeley what recourse people have if the plan does not work. Mr. Blomeley stated the Planning Department would be responsible to look at fixing those issues and would help direct people to the correct department regarding existing issues in the area. Upon roll call, the motion to deny Ordinance 24-OZ-43 and to keep zone as RS-15 was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

10. Rezoning property along North Rutherford Boulevard. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding the rezoning of 16.01 acres west side of North Rutherford Boulevard north of East Main Street. The Planning Commission

recommended its approval on November 2, 2022. Mr. Blomeley stated that a public hearing was required on the matter.

10a. Public Hearing set by Resolution 22-R-PH-44. Resolution 22-R-PH-44, adopted by City Council on November 9, 2022, titled, “RESOLUTION 22-R-PH-44 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment and/or to rezone to PRD (Albion at Murfreesboro Apartments PRD) a total of approximately 16.01 acres located at 285 North Rutherford Boulevard as follows: amend conditions of approximately 11.7 acres in the Planned Residential Development (PRD) District, rezone approximately 4.2 acres from Residential Multi-Family Sixteen (RM-16) District to Planned Residential Development (PRD) District, and rezone approximately 0.02 acres from College and University (CU) District to Planned Residential Development (PRD) District; Albion of Murfreesboro, LLC, applicant, [2022-423]” set the public hearing date. Notice of said public hearing was published in the November 22, 2022 edition of the Murfreesboro Post.

Mayor McFarland declared the public hearing open and invited those who wished to speak for or against the proposed rezoning of property located along North Rutherford Boulevard to step forward to the lectern. The following individuals spoke at the public hearing:

Bricke Murfree, Murfree & Goodman, PLLC, Attorneys at Law, spoke in support of the proposed rezoning.

Clyde Roundtree, Huddleston-Steele Engineering, Inc., stated that there has been decay in maintenance on the existing property and this plan will resolve those issues as well as set up a more successful living situation for tenants.

Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

10b. Ordinance 22-OZ-44 (1st Reading). The ordinance titled “ORDINANCE 22-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable and/or to rezone to PRD (Albion at Murfreesboro Apartments PRD) a total of approximately 16.01 acres located at 285 North Rutherford Boulevard as follows: amend 11.7 acres in the Planned Residential Development (PRD) District, rezone approximately 4.2 acres from Residential Multi-Family Sixteen (RM-16) District to Planned Residential Development (PRD) District, and rezone approximately 0.02

acres from College and University (CU) District to Planned Residential Development (PRD) District; Albion of Murfreesboro, LLC, applicant, [2022-423]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 22-OZ-44. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

11. Zoning for property along Veterans Parkway. Assistant Planning Director Matthew Blomeley presented a Council Communication regarding the recommendation of the Planning Commission to approve the rezoning of approximately 7.3 acres of property located along Veterans Parkway to be zoned CH (Commercial Highway District) and PRD (Planned Residential District), simultaneous with annexation, and, to amend the existing PRD zoning on the adjacent 7.1 acres to the south. Mr. Blomeley stated that a public hearing was required on the matter.

Brian Gover of SEC and Harney Homes described the project and showed the expected ways this development would improve the area. He stated this plan has more robust amenities including walkability, third party HOA, and accessibility to roadways.

11a. Resolution 22-R-A-45 amending Resolution 22-R-A-14. The annexation resolution titled “RESOLUTION 22-R-A-14 to annex approximately 7.3 acres located along Veterans Parkway (Tax Map 93, Parcel 10.12) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, David Scott Rowlett, applicant [2022-502]” was offered for public hearing and Council consideration on June 23, 2022, on which date it was approved by Council.

The original zoning request, “ORDINANCE 22-OZ-14 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 1.6 acres along Veterans Parkway as Commercial Highway (CH) District simultaneous with annexation, approximately 5.7 acres along Franklin Road and Veterans Parkway as Planned Residential Development (PRD) District (The Villas at Veterans PRD), simultaneous with annexation, and to amend the existing Villas at Veterans PRD zoning on 7.1 acres located along Franklin Road; Harney Homes, LLC, applicant [2022-402]” was deferred by Council at that meeting. A new zoning application was subsequently submitted several months later and is now catching back up to the annexation. Annexation Resolution titled, “RESOLUTION 22-R-A-45 amending RESOLUTION 22-R-A-14 pertaining to the adoption of a Plan of Services for and the Annexation of approximately 7.3 acres located along Veterans Parkway (Tax Map 93, Parcel 10.12) and to

incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Harney Homes, LLC, applicant [2022-425]” was recommended to amend the original annexation resolution that was approved in June and tie it to the current zoning ordinance (Ordinance 22-OZ-45) rather than the zoning ordinance that was proposed in June and was offered for passage.

Mr. Wright made a motion to approve Resolution 22-R-A-14. Mr. Maxwell seconded the motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

After agenda item number 12, City Attorney Adam Tucker clarified for the record that the vote for Resolution 22-R-A-14 was a vote to pass Resolution 22-R-A-45 to amend Resolution 22-R-A-14, Mayor McFarland confirmed this.

11b. Public Hearing set by Resolution 22-R-PH-45. Resolution 22-R-PH-45, adopted by City Council on November 9, 2022, titled, “RESOLUTION 22-R-PH-45 fixing the time for a Public Hearing to consider zoning of approximately 1.6 acres along Veterans Parkway to Commercial Highway (CH) District and approximately 5.7 acres located along Veterans Parkway to Planned Residential Development (PRD) District (The Villas at Veterans PRD), which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and amending approximately 7.1 acres of the Planned Residential Development (PRD) District along Franklin Road in the existing Villas at Veterans PRD zoning, as indicated on the attached map, Harney Homes, LLC, applicants [2022-425]” set the public hearing date. Notice of said public hearing was published in the November 22, 2022 edition of the Murfreesboro Post.

Mayor McFarland declared the public hearing open and invited those who wished to speak for or against the proposed rezoning to step forward to the lectern. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

11c. Ordinance 22-OZ-45 (1st Reading). The ordinance titled “ORDINANCE 22-OZ-45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 1.6 acres along Veterans Parkway as Commercial Highway (CH) District, simultaneous with annexation, to zone approximately 5.7 acres as Planned Residential Development (PRD) District (The Villas at Veterans PRD), simultaneous with annexation, and to amend the existing Villas at Veterans PRD zoning on 7.1

acres located along Franklin Road; Harney Homes, LLC, applicant [2022-425]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 22-OZ-45. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Ordinance

12. Ordinance 22-O-46 (1st Reading). Budget Director Erin Tucker presented a Council Communication to amend the City’s FY23 budget. The ordinance titled, “ORDINANCE 22-O-46 amending the 2022-2023 Budget (4th Amendment)” was offered for passage on its first reading.

Ms. Scales Harris made a motion to approve Ordinance 22-O-46. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Mayor Shane McFarland

Nay: None

Absent: Kirt Wade

Resolution

13. Resolution 22-R-27. Dr. Trey Duke, Director of City Schools, presented a Council Communication regarding FY2023 City Schools Budget Amendment #4, Project Diabetes Initiative Services Grant. The resolution titled, “RESOLUTION 22-R-27 amending the 2022-2023 Murfreesboro City Schools Budget (4th Amendment)” was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 22-R-27. Mr. Wright seconded the motion. Upon roll call, said resolution was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Absent: Kirt Wade

On Motion

14. Closing Documents for the Sale of Property to Notes Live. Craig Tindall, City Manager, presented a Council Communication regarding closing for sale of 20.131 acres along Medical Center Parkway to Sunset on the Stones River, LLC (assignee of Notes Live, Inc.) for development of Bourbon

Brothers venues. Mr. Tindall requested Council approve the sale and authorize the Mayor and City Manager to complete the closing. Ms. Averwater asked if the language connecting Section 6.4 of the Development Agreement would be included in the Promissory Note. Bob Mudd of Notes Live, Inc. replied that they would conform the Promissory Note to the wishes of the Council.

Ms. Scales Harris made a motion to approve the sale and authorize closing. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

15. Bradyville Pike Reconstruction – Addendum No. 2 to Design Contract. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve Addendum No. 2 to the Agreement with Neel Schaffer, Inc. for engineering work on Bradyville Pike reconstruction in the amount of \$17,493.

Mr. Wright made a motion to approve the addendum. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

16. Bradyville Pike (SR-99) Widening Project – Amendment No. 2 to Design Contract. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve Amendment No. 4 to Agreement No. 110354 with TDOT for the Bradyville Pike (SR-99) widening project in the amount of \$24,855.

Mr. Maxwell made a motion to approve the amendment. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

17. Agreement with S&W Contracting for Traffic Signal/Electrical Maintenance. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve a contract with S&W Contracting, Inc. for traffic signal and electrical maintenance in the amount of \$383,050, subject to Legal Department final review.

Ms. Scales Harris made a motion to approve the agreement, subject to Legal Department review. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

18. Appointment of the Committee on Contributions for the Board of Trustees of the Community Investment Trust. Mayor McFarland submitted and Craig Tindall, City Manager, presented a Council Communication proposal to appoint applicants to the Committee on Contributions for the Board of Trustees of the Community Investment Trust was presented to Council. At the regular City Council meeting on 12/1/2022, a committee member number had been set at seven (7), however, the selection of applicants to serve was deferred to this meeting. The additional starting term of four (4) years was added to comply with the stipulation of no more than one-third (1/3) of the committee transitioning any given year. Council members recommended the following applicants:

<u>Member</u>	<u>Term</u>
John A Hinkle, Jr.	4 years, expiring 12/8/2026
Lynn Lien	3 years, expiring 12/8/2025
Lyle Lynch	3 years, expiring 12/8/2025
Wade Hays	2 years, expiring 12/8/2024
Ronnie Martin	2 years, expiring 12/8/2024
Collier Andress Smith	1 year, expiring 12/8/2023
Carl D. Montgomery	1 year, expiring 12/8/2023

Ms. Scales Harris made a motion to appoint the applicants to serve on the Committee on Contributions for the Board of Trustees. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

Beer Permits. Jennifer Brown, City Recorder/Finance Department, presented a Special Event Beer Permit for approval for Endura Athletics to hold a fundraiser at 116 North Walnut Street on 12/31/2022.

Ms. Averwater made a motion to approve the Special Event Beer Permit for Endura Athletics. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Tennis Professional Contract. Mr. Maxwell reported that the Tennis Committee met for the first time and made a motion to extend the Tennis Professional’s Contract until June 30, 2023. Mr. Wright seconded the motion. Upon roll call, the Contract Extension was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

The following items were general announcements, not on the published agenda.

Vice Mayor Shackett reminded everyone that Sunday at 2:00 pm was the Christmas parade.

City Manager Craig Tindall confirmed the next Council meeting would be the workshop on December 14, 2022.

Ms. Scales Harris confirmed part-time employees would receive a Christmas gift. Ms. Brown confirmed it would be in the next paycheck.

Ms. Scales Harris and Council wished everyone a safe, blessed, and happy Christmas.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 8:14 pm.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____



**City of Murfreesboro
City Council – Workshop Regular Session**

Wednesday, December 14, 2022, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Wednesday, December 14, 2022.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/Finance Director
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Jim Kerr, Transportation Director
Chris Griffith, Executive Director of Public Infrastructure
Lexi Stacey, Project Coordinator
Kevin Gunther, Building and Codes Director
Matthew Blomeley, Assistant Planning Director
Randolph Wilkerson, Employee Services Director

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Introduction – New City Clerk – Chris Yeager

Jennifer Brown, City Recorder / Finance Director, introduced new City Clerk, Chris Yeager.

Old Business

1. **Ordinance 22-O-46 (2nd and final reading).** The ordinance titled “ORDINANCE 22-O-46 amending the 2022-2023 Budget (4th Amendment)” passed its first reading on December 8, 2022 and was offered for passage on its second and final reading.

Budget Director Erin Tucker requested Council amend Ordinance 22-O-46, prior to voting on 2nd reading, to include airport grant revenues and land expenses increasing to reflect a property

purchase that was approved at the October 20, 2022 meeting. Ms. Tucker recommended Council approve the change for FY 23 Budget Amendment prior to second reading.

Ms. Averwater made a motion to approve the amendment to Ordinance 22-O-46. Mr. Wright seconded the motion. Upon roll call, the amendment was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

City Recorder Jennifer Brown requested Council vote to approve Ordinance 22-O-46, as amended, on its second and final reading.

Mr. Wright made a motion to approve Ordinance 22-O-46, as amended. Ms. Averwater seconded the motion. Upon roll call, the ordinance, as amended, was passed on its second and final reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Action Items

2. Ordinance 22-OZ-41 (2nd and Final Reading). The ordinance titled “ORDINANCE 22-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 149 acres along Veterans Parkway from Planned Commercial Development (PCD) District to 1) Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (approximately 26.5 acres), 2) Commercial Fringe (CF) District (approximately 30.5 acres), and 3) Park (P) District (approximately 92 acres); City of Murfreesboro Administration Department, application, [2022-418]” passed its first reading on November 2, 2022, and was offered for passage on its second and final reading.

Mr. Wade made a motion to approve Ordinance 22-OZ-41. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its second and final reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

3. Ordinance 22-OZ-40 (2nd and Final Reading). The ordinance titled “ORDINANCE 22-OZ-40 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 116.7 acres along Burnt Knob Road, Blackman Road, and Vaughn Road from Park (P) District to Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District; City of Murfreesboro Administration Department, applicant [2022-416]” passed its first reading on November 3, 2022 and was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 22-OZ-40. Vice Mayor Shacklett seconded the motion. Upon roll call, the ordinance was passed on its second and final reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

4. Ordinance 22-OZ-36 (2nd and Final Reading). The ordinance titled “ORDINANCE 22-OZ-36 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 1.5 acres along Haynes Drive from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Beau Monde PRD); Blue Sky Construction, applicant [2022-404]” passed its first reading on December 8, 2022 and was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 22-OZ-36. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its second and final reading by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

5. Mandatory Referral for Easements and Right-of-Way at the Veterans Parkway/I-840 Interchange. This item was removed from the agenda.

6. Planning Commission Recommendations. Matthew Blomeley, Assistant Planning Director, presented a Council Communication and discussed how the Planning Commission conducted public hearings on September 7, 2022 and December 7, 2022 and recommended them

to Council. Mr. Blomeley requested Council set two public hearings for January 19, 2023 for 1) Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be zoned PUD, including approximately 5.4 acres to be rezoned from RS-15 to PUD and the amendment of the existing Adams Place PUD zoning on approximately 16.6 acres, AdamsPlace, LLC applicant and 2) Proposed amendment to the Sign Ordinance [2022-806] pertaining to electronic changeable graphic display signs, City of Murfreesboro Development Services Division applicant.

Mr. Wright made a motion to set the public hearings for January 19, 2023. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

7. Learning Management System (LMS) Agreement for 2023. Randolph Wilkerson, Employee Services Director, presented a Council Communication regarding a two-year agreement with Cornerstone OnDemand, Inc in the amount of \$105,000. The LMS software will allow the City to train and develop employees and allow the City to register, track, and monitor training activity. Mr. Wilkerson requested Council approve the agreement.

Mr. Maxwell made a motion to approve the agreement. Mr. Wright seconded the motion. Upon roll call, the motion was passed on by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

8. Public Infrastructure Project Update Presentation. Jim Kerr, Transportation Director and Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and presentation on the Public Infrastructure Project Update. Mr. Kerr discussed state funded project updates for Salem Highway Phase 2, New Salem Highway Phase 3 Widening, Thompson Lane, Old Fort Parkway Resurfacing, Old Fort Parkway Widening, Memorial Boulevard, Lascassas Highway, Bradyville Pike, Cherry Lane Phase 3, Rutherford Boulevard Adaptive System, and Memorial Boulevard Signal Project. Mr. Griffith discussed the local funded project updates for Asbury Lane Realignment, Beasley Road River Rock Connector, Brinkley Road Phase 1, Butler Drive and Elam Road Realignment, Cherry Lane Phase 2, Gateway Boulevard, Lytle Street Phase 3, McKnight Park

Access Road, Medical Center Parkway Phase 1, Medical Center Parkway Phase 2, Medical Center Parkway Phase 3, Rucker Lane Phase 2, Rutherford Boulevard, Rutherford Boulevard and Broad Street Intersection, and Saint Andrews Drive.

Mayor McFarland asked if the City has anything planned for Burnt Knob and Blackman Road and suggested for it to be looked at for consideration. Mr. Griffith agreed and will work with Mr. Huddleston to add to the schedule for review. Mr. Wright asked for an update for the signalization for Joe B. Jackson. Staff agreed to research and provide an update. This information was provided to Council as notification only and no vote was necessary.

9. Murfreesboro 2035 Chapter 4 and Future Land Use Map Update. Greg McKnight, Planning Director, and Kevin Gunther presented a Council Communication and documentation regarding Murfreesboro 2035 Chapter 4 and Future Land Use Map Update. The update includes a “Service Infill Line” to help ensure annexation is done properly and not to overextend the City’s emergency service resources. Mr. McKnight and Mr. Gunther requested a recommendation to send to the Planning Commission for approval. Key economic development growth areas were identified, Veterans Parkway and 840, Cherry Lane and 840, Medical Center Gateway District, Downtown Murfreesboro, Hoover site on Middle Tennessee Boulevard, and Joe B. Jackson Parkway and I-24. Mr. Maxwell requested more time to review. Mayor McFarland requested the Council and Planning Commission come together to discuss the Future Land Use Map Updates.

This information was provided to Council as notification only and no vote was necessary.

10. Development Impact Fee Study. Craig Tindall, City Manager, presented a Council Communication regarding Development Impact Fees and asked for consideration and discussion of the impact fee. Discussion ensued about whether the impact fee would be charged at the development phase or when a building permit was requested and how the fee would be implemented. The council requested to see schools’ impact numbers and to come back to it within first quarter of 2023. This information was provided to Council as notification only and no vote was necessary.

11. October 2022 Dashboard. Budget Director Erin Tucker presented a Council Communication and documents regarding October 2022 Dashboard. This information was provided to Council as notification only and no vote was necessary.

Board and Commission Appointments

No board or commission appointments were presented.

Licensing

Beer Permits. City Recorder Jennifer Brown presented a Council Communication regarding Beer Permits. One Regular Beer Permit for an ownership / name change for a restaurant located at 120 Eleanore Way, Suite A was presented for approval. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

Ms. Averwater made a motion to approve the permit. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Kirt Wade, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

No other business was presented.

The following items were general announcements, not on the published agenda.

Ms. Scales Harris inquired about the process for board appointments on a citizen's behalf. She was advised to direct the citizen to the online application form on the website. Mayor McFarland added that an email notification is sent to the administrative staff upon application submission, enabling them to maintain a list of potential appointees for future vacancies.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:32 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Amending the Zoning Ordinance – Airport
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Ordinance amending the Zoning Ordinance regarding the use “Airport” and pertaining to Chart 1 and Chart 1 endnotes.

Staff Recommendation

Enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2024-804] regarding the use “Airport” and pertaining to Chart 1 and Chart 1 endnotes. During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. On September 19, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

Having a vibrant local airport contributes greatly to the economic vitality of the community.

Establish Strong City Brand

This amendment clarifies how the Zoning Ordinance applies to the Murfreesboro Municipal Airport. Adopting this amendment will make our Zoning Ordinance more user-friendly by providing needed clarification for future airport improvements.

Expand Infrastructure

This amendment creates a clearer regulatory framework for how to move forward in the future with physical expansions to the City’s airport.

Attachments:

Ordinance 24-O-31

ORDINANCE 24-O-31 amending Murfreesboro City Code Appendix A, Zoning, Chart 1 and Chart 1 Endnotes, Uses Permitted by Zoning District, pertaining to airport operations, Murfreesboro Planning Department, applicant [2024-804].

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

SECTION 1. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by replacing, under the INSTITUTIONS category, “Airport, Heliport” with “Airport, Heliport²”;

SECTION 2. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by adding a new Endnote 2, as follows:

- 2. “Airport” use as defined in Section 24, Article 1, paragraph (B)(1) is permitted by right within any Zoning District located within the Airport Overlay District as amended.

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:

Erin Tucker
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: 10/03/2024

Item Title: Rezoning property along Old Salem Road
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Rezoning of approximately 29.5 acres located along Old Salem Road east of its intersection with Constantine Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the zoning request.

Background Information

Alcorn Properties, LLC presented to the City a zoning application [2024-404] for approximately 29.5 acres located along Old Salem Road to be rezoned from CF (Commercial Fringe District) to RS-12 (Residential Single-Family District 12). During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On September 19, 2024, Council held a public hearing and approved this matter on First Reading, subject to the following conditions:

The City shall have no obligation to sign a Final Plat for the rezoned area or issue any building permits for any structures within the rezoned area until:

- 1) A completed flood study with established base flood elevations and floodway is approved by the Federal Emergency Management Agency to use as best available information.;
- 2) Building envelopes have been submitted to the City’s Planning and Engineering Departments for review.; and
- 3) A functioning culvert under Old Salem Road has been installed to reduce the frequency and duration of high water events upstream of Old Salem Road and

Constantine Drive, along with any other additional stormwater management improvements deemed necessary for the area by the Planning Commission.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a single-family residential detached subdivision.

Attachments:

Ordinance 24-OZ-29 (as amended)

ORDINANCE 24-OZ-29 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 29.5 acres located along Old Salem Road from Commercial Fringe (CF) District to Single-Family Residential Twelve (RS-12) District; Alcorn Properties, LLC, applicant, [2024-404].

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 Single-Family Residential Twelve (RS-12) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. The City shall have no obligation to sign a Final Plat for the rezoned area or issue any building permits for any structures within the rezoned area until: (1) a completed flood study with established base flood elevations and floodway is approved by the Federal Emergency Management Agency to use as best available information; (2) building envelopes have been submitted to the City’s Planning and Engineering departments for review; and (3) a functioning culvert under Old Salem Road has been installed to reduce the frequency and duration of high water events upstream of Old Salem Road and Constantine Drive, along with any other additional stormwater management improvements deemed necessary for the area by the Planning Commission.

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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

SEAL

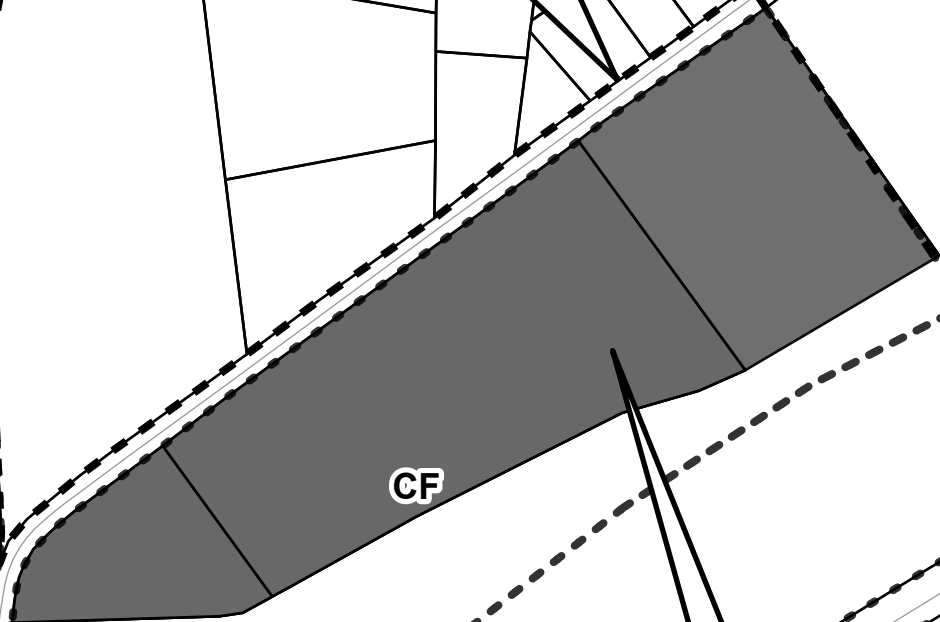
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

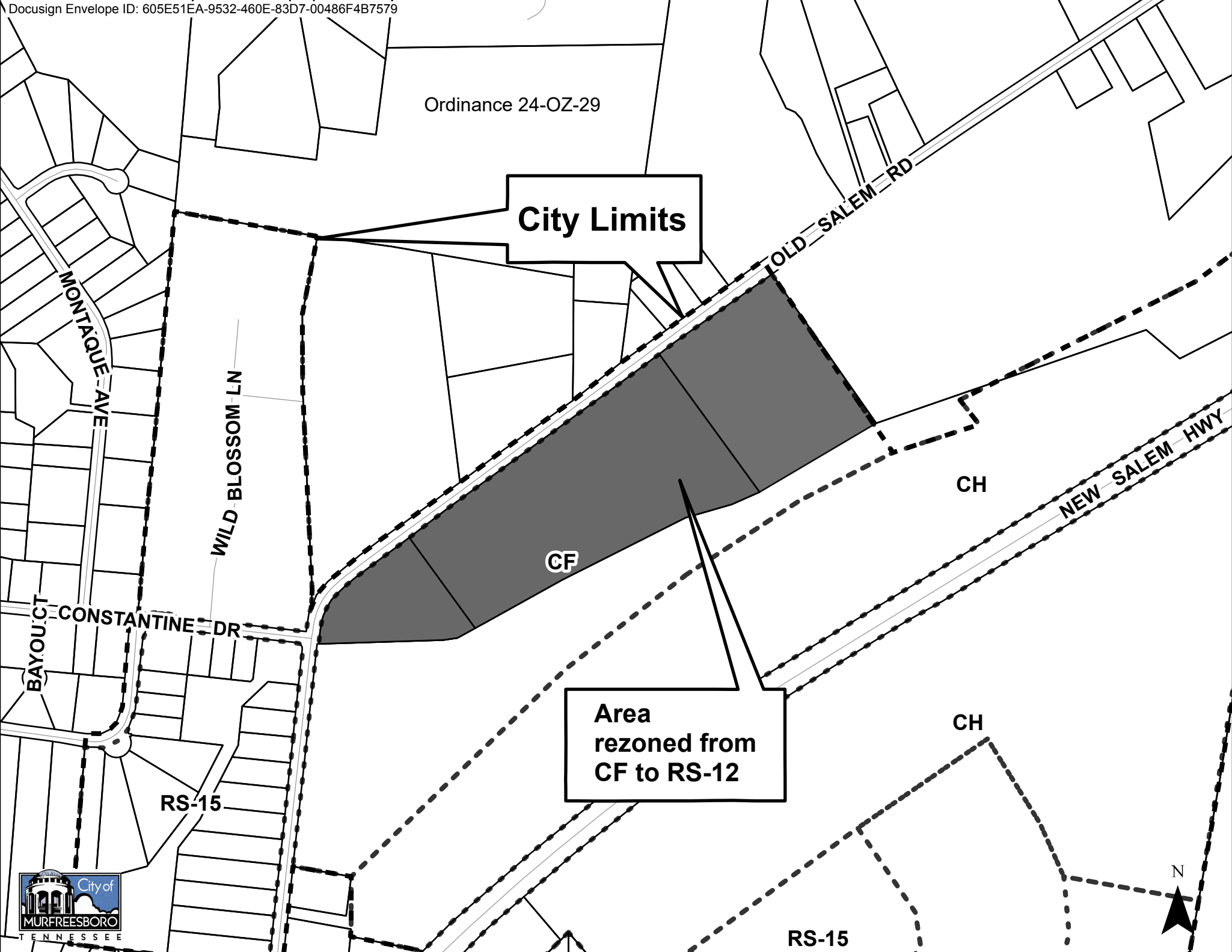
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Adam F. Tucker
City Attorney

Ordinance 24-OZ-29

City Limits



Area rezoned from CF to RS-12



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Rezoning property along Roberts Street
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 0.32 acres located along the south side of Roberts Street west of North Highland Avenue.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Blue Sky Construction, Inc. presented a zoning application [2024-409] for approximately 0.32 acres located along the south side of Roberts Street to be rezoned from OG-R (General Office District - Residential) and CCO (City Core Overlay District) to RS-8 (Single-Family Residential District 8) and CCO. During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On September 19, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of two 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:

Ordinance 24-OZ-28

ORDINANCE 24-OZ-28 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 0.32 acres located along Roberts Street from General Office - Residential (OG-R) District and City Core Overlay (CCO) District to Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant, [2024-409].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

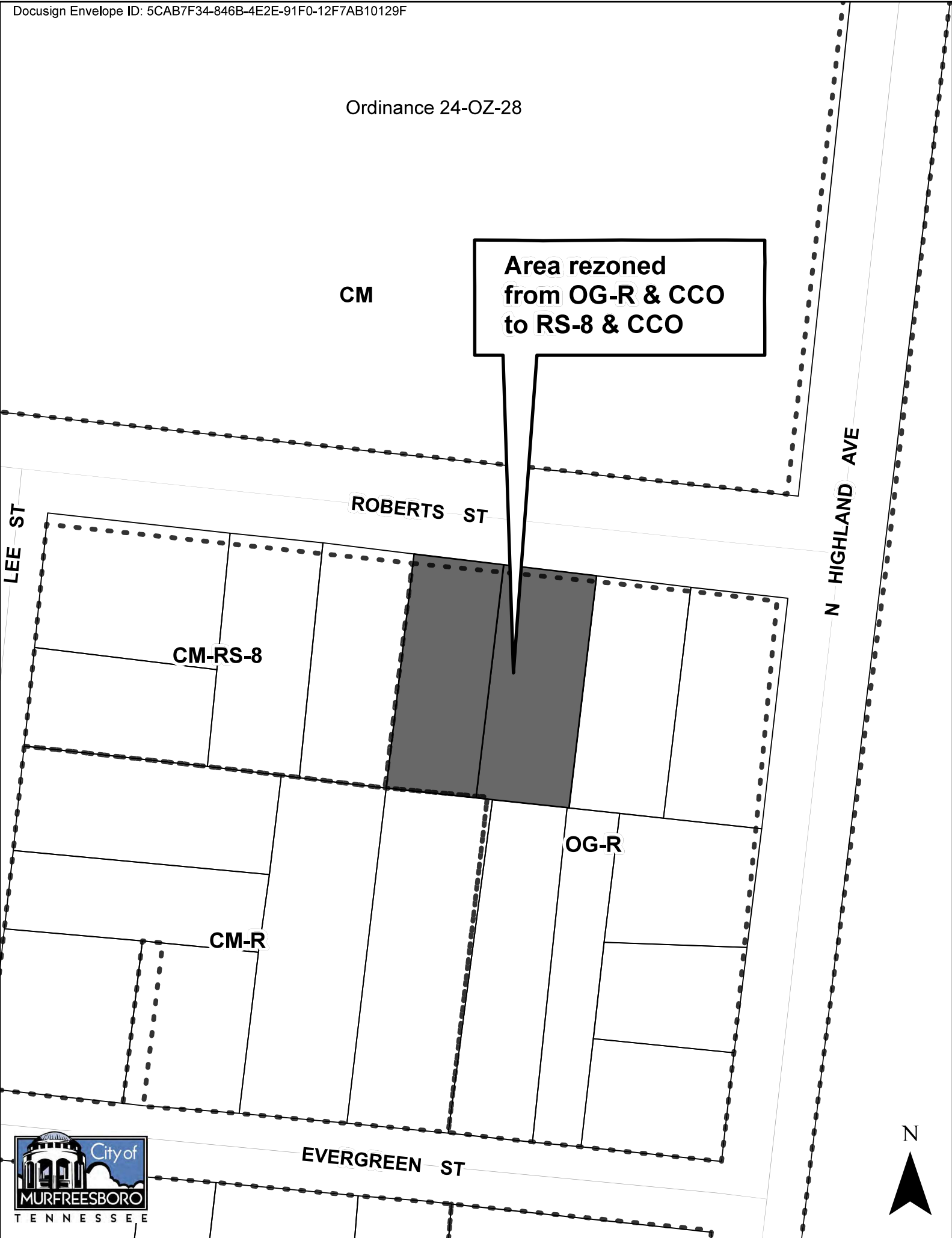
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 24-OZ-28



Area rezoned
from OG-R & CCO
to RS-8 & CCO

CM

ROBERTS ST

CM-RS-8

CM-R

OG-R

N HIGHLAND AVE

EVERGREEN ST

N



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Rezoning property along New Salem Highway
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Rezoning of approximately 21.14 acres located at the southwest corner of New Salem Highway and Salem Creek Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Harney Homes presented to the City a zoning application [2024-408] for approximately 21.14 acres located along New Salem Highway to be rezoned from RS-15 (Single-Family Residential District 15) to CF (Commercial Fringe District – 12.4 acres) and PRD (Planned Residential District – 8.74 acres). During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On September 19, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The PRD zoning will enable the development of forty-seven single-family attached homes. In addition, the CF zoning will enable the subdivision of commercial outparcels from the remaining church property if the church so chooses, potentially creating employment opportunities for the community and tax revenue for local governments.

Attachments:

Ordinance 24-OZ-30

ORDINANCE 24-OZ-30 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 21.14 acres located along New Salem Highway and Salem Creek Drive from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District (12.4 acres) and Planned Residential Development (PRD) District (Salem Towne PRD – 8.74 acres); Harney Homes, applicant, [2024-408].

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E54F0401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 24-OZ-30

PRD

CF

CASON LN

CH

CF

Area rezoned from RS-15 to CF

PCD

NEW SALEM HWY

CF

PRD

RS-15

SALEM CREEK CT

OG

PUD

RS-15

RS-15

Area rezoned from RS-15 to PRD

SALEM CREEK DR

STONECENTER LN



SLATER DR

BEAULAH DR

RS-15

PRESLEY DR

TREVOR TRI

THAD CT

RS-12



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Schools FY25 Budget Amendment #4

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Consider schools budget amendment #4 to the FY25 General Purpose fund.

Staff Recommendation

Approve Resolution 24-R-29 amending the FY25 General Purpose and Federal Projects fund as presented.

Background Information

On September 24, the Murfreesboro City School Board approved the new revenue for the General Purpose fund in donations and gifts.

- Donations and gifts of in the amount of \$1,250 in memory of Ritch Campbell (former Erma Siegel elementary teacher) will be used for assisting kids in need.
- A donation in the amount of \$3,000 will be used to supply food in the back pack program.
- Donations and gifts in the amount of \$8,250 from United Way, State Farm, and Domenico's Deli will be used in the McKinney-Vento program for mattresses, clothing, shoes, and emergency housing/motel vouchers.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The total increase in revenue of \$12,500 will be adjusted within the General Purpose fund to recognize new revenues to offset related expenditures. This will not affect fund balance.

Attachments

1. Resolution 24-R-29
2. Exhibit A: MCS Budget Amendment #4

RESOLUTION 24-R-29 amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (4th Amendment).

WHEREAS, the City Council adopted Resolution 24-R-17 on June 13, 2024 to implement the FY2025 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2025 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

43A2039E51F9401...
Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (#4)

BOE Approval 9/24/2024

General Purpose Schools Fund 141
Fiscal Year 2024-25

Exhibit A to Resolution 24-R-29

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Donations and Gifts	134,422	146,922	12,500
Total Increase in Revenues	\$ 134,422	\$ 146,922	\$ 12,500
<u>Expenditures</u>			
Other Charges	\$ -	\$ 9,500	\$ 9,500
Other Charges	49,500	52,500	3,000
Total Increase in Expenditures	\$ 49,500	\$ 62,000	\$ 12,500
CHANGE IN FUND BALANCE (CASH)			-

Donations in memory of former ESE teacher, Ritch Campbell, in the amount of \$1,250, were received from various individuals for Indigent Children. These funds will be used assisting children in need. A \$3,000 donation was also received to supply food for the backpack program. Additional donations, in the amount of \$8,250, were received from United Way, State Farm and Domenico's Deli and will be expensed through the McKinney-Vento Program for mattresses, clothing, shoes, and emergency housing/motel vouchers for our students.

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Outside the City Sewer Customer Service Request for Property Along Epps Mill Road

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to approve approximately 37.56 acres along the north side of Epps Mill Road as an outside the City sewer customer.

Staff Recommendation

Approve the outside the City sewer customer request.

The Planning Commission considered this request at its September 18, 2024 regular meeting and then voted to recommend approval.

Background Information

In this request, Council is being asked to consider approving as an outside the City sewer customer a 37.56-acre parcel located along the north side of Epps Mill Road west of Capital Way. In order to be approved as an outside the City sewer customer, the property owner must submit an annexation petition. The current owner submitted the petition, and the Planning Commission determined that annexation was not feasible in this instance, due to the proximity of the property to the existing City limits as well as the fact that it is located outside of the Urban Growth Boundary. The Planning Commission then voted to approve the property as an outside the City sewer customer. The developer of the property proposes to develop the property with light industrial and warehousing uses in conjunction with the property directly to the east, which has already been approved as an outside the City sewer customer. He has committed to using no more capacity for both parcels combined as has already been allocated for the single parcel to the east.

The Planning Commission recommended that the City Council approve this request subject to the following conditions with the third condition being added by Staff for clarification:

1. The total allocation of sanitary sewer to the subject property combined with the adjacent property to the east (Lot 2 of the Capital Business Park Subdivision) shall not exceed the amount of sanitary sewer capacity already allocated to said property to the east.

2. A City equivalent zoning classification of L-I (Light Industrial) shall be assigned to the property.
3. The adjacent property to the east (Lot 2 of the Capital Business Park Subdivision) was deemed as "grandfathered" for sewer service in November 2019 by the Water Resources Department as it had an executed development contract with the City.

Council Priorities Served

Improve Economic Development

The approval of this request will help to facilitate the development of this property with light industrial uses, creating employment opportunities for the community.

Attachments:

1. Staff comments from 09/18/2024 Planning Commission meeting
2. Maps of requested property
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 18, 2024
PROJECT PLANNER: JOEL AGUILERA**

6.i. Annexation petition or request for outside the City sewer service [2024-507] for approximately 37.56 acres located along Epps Mill Road, Rhodes Development Company.

The subject property is located along the north side of Epps Mill Road at 5595 Epps Mill Road, west of I-24, located within the unincorporated portion of Rutherford County. The property is identified on the County tax maps as:

- Tax Map 156, Parcel 00201 (37.56 acres)

The applicant, Rhodes Development Company, has filed a petition for annexation, or, for approval as an outside the City sewer customer. Towery Development wishes to pursue the development of this property and of the adjacent parcel to the east, Lot 2 of the Capital Business Park Subdivision. Towery's and Rhodes' desire is for the subject parcel to be approved as an outside the City sewer customer, rather than it being annexed. Lot 2 of the Capital Business Park Subdivision to the east has already been approved as an outside the City sewer customer. Per the attached correspondence, Towery proposes to not increase the currently-allocated sewer capacity of Lot 2, granted at 9,100 gallons per day, but to permit the extension of City sewer to the subject property, to share this sewer capacity for a proposed warehouse use. Essentially, this proposal would grant the extension of sanitary sewer to an additional parcel, but the maximum amount of consumption would remain the same as what has already been approved.

Because the existing property at 5595 Epps Mill Road is outside the City limits and is located outside of the Urban Growth Boundary (shown on the attached exhibit), staff is recommending the property be served as an outside the City sewer customer. As mentioned previously, the adjacent parcel to the east is already approved to be served as an outside the City sewer customer and the addition of this parcel would not be increasing the previously-approved sewer capacity with the new proposed warehouse use. If the Planning Commission and City Council approve this property as an outside the City sewer customer, it must be assigned a City-equivalent zoning classification. The Capital Business Park Subdivision to the east was assigned an L-I (Light Industrial) City equivalent zoning classification and staff would recommend that the subject property be assigned the same classification. If approved, then the developer will be required to sign an agreement with the City, binding the property to be developed in accordance with certain City development standards, including the City's Zoning Ordinance. Also, any future development plans will be subject to the City plans review process.

However, the Planning Commission may direct staff to study the subject property for annexation. If so directed, staff will prepare a Plan of Services of the subject property and provide the report to the Planning Commission for the public hearing.

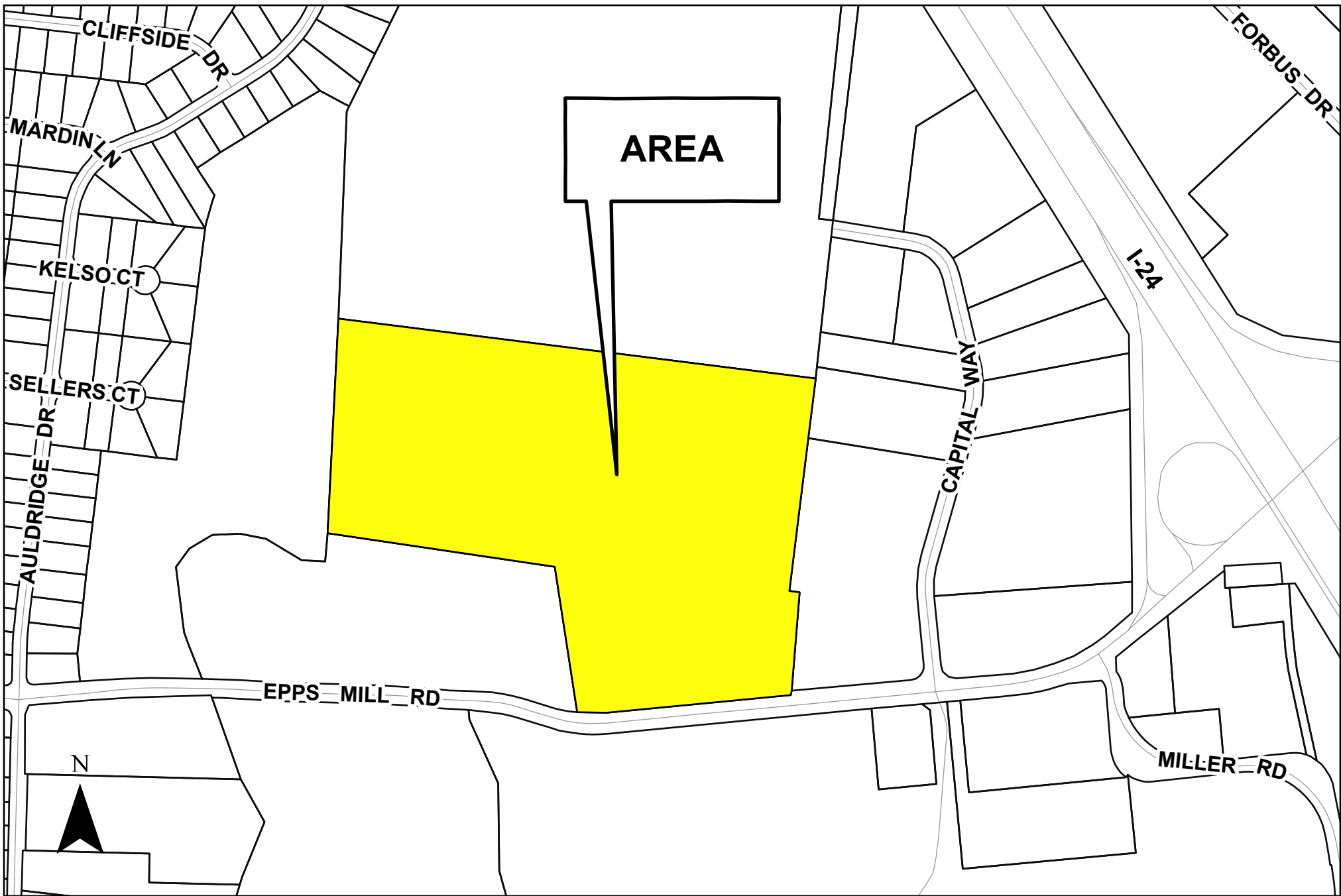
Action Needed:

The Planning Commission will need to discuss the matter and either:

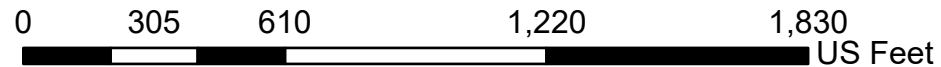
- 1) Schedule a public hearing to consider the annexation of this property.; or
- 2) Recommend approval of this property to the City Council as an outside the City sewer customer.

Staff recommends approval as an outside the City sewer customer, rather than annexation, due to the property's proximity to the current City limits and Urban Growth Boundary. In addition, Staff recommends that any such approval be conditioned upon the following:

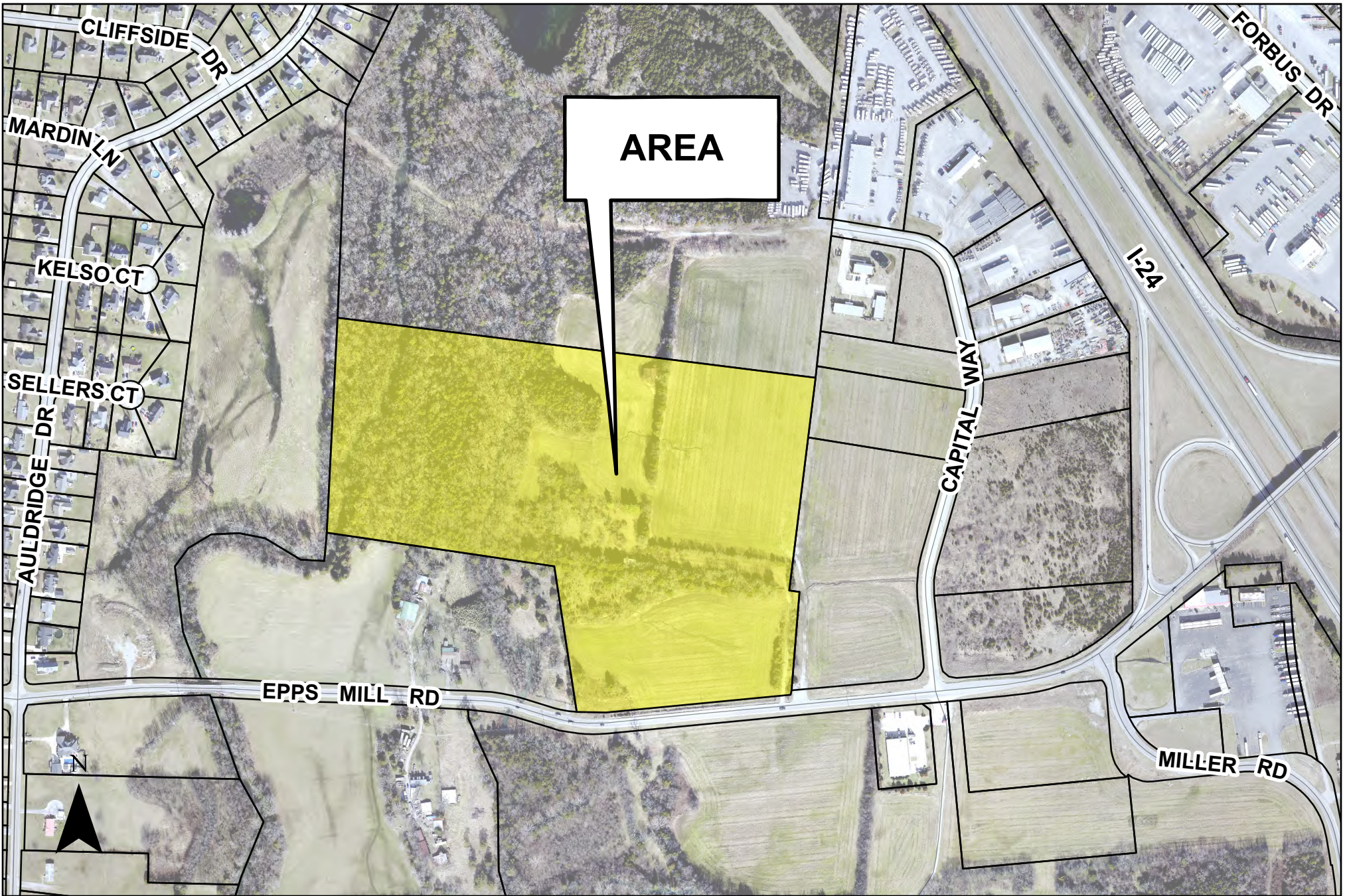
- 1) The total allocation of sanitary sewer to the subject property combined with the adjacent property to the east (Lot 2 of the Capital Business Park Subdivision) shall not exceed the amount of sanitary sewer capacity already allocated to said property to the east.
- 2) A City equivalent zoning classification of L-I be assigned to the subject property.



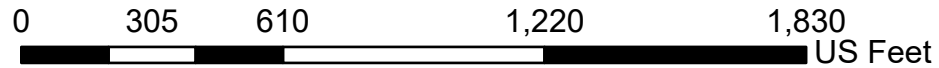
Annexation request for property along Epps Mill Road
or service as an outside the city sewer customer



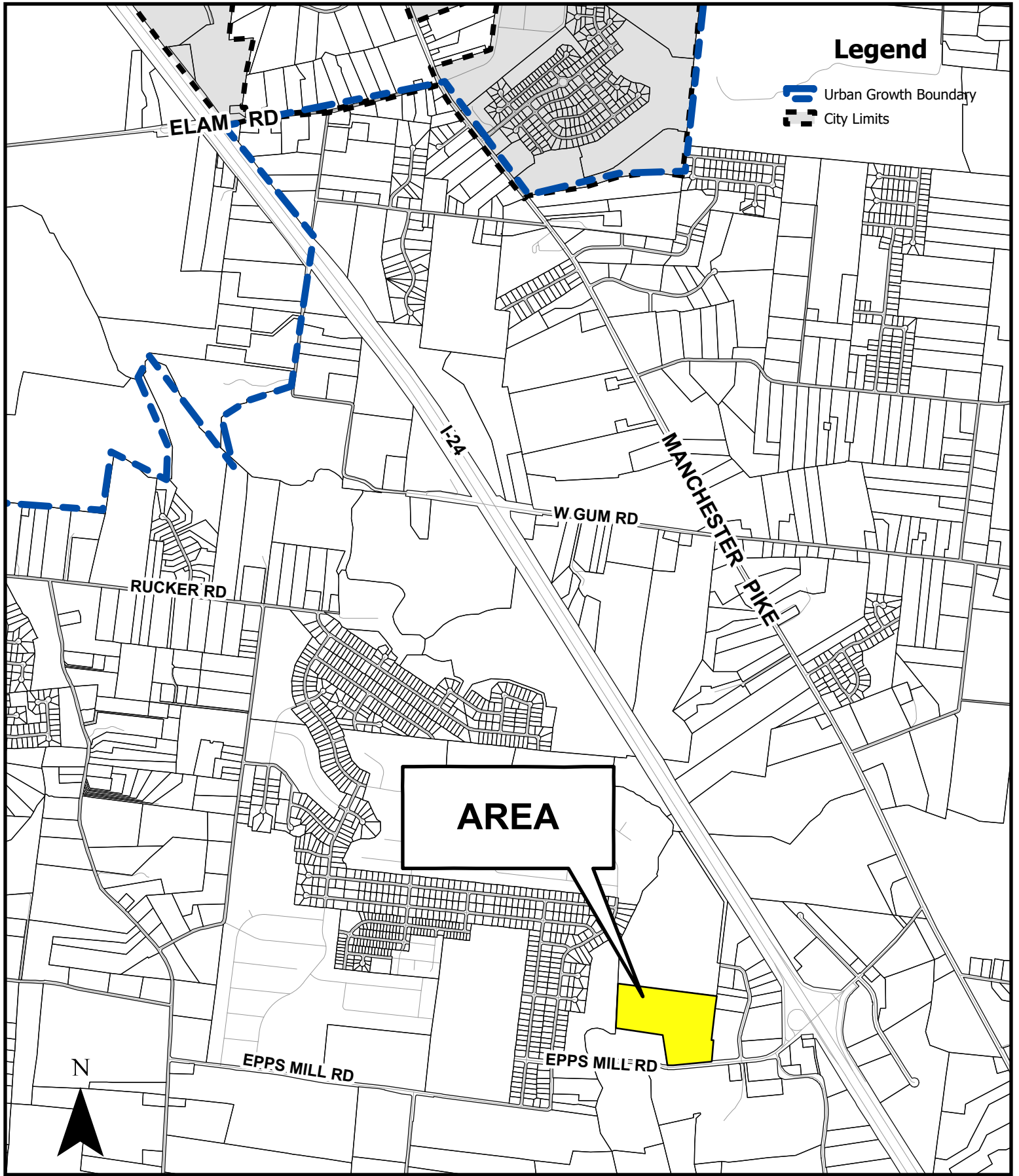
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



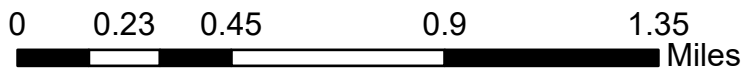
Annexation request for property along Epps Mill Road
 or service as an outside the city sewer customer



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



**Exhibit for Rhodes Development
with City Limits and Urban Growth Boundary**



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Rhodes Development Company by Charles F Farrer
 Printed Name of Owner (and Owner's Representative, if Owner is an entity)
 Signature: Charles Farrer Status: Partner Date: 07/15/24
1122 Brinkley Ave, Murfreesboro, TN 37129
 Mailing Address (if not address of property to be annexed)

2. Rhodes Development Company by H. Allen Jones
 Printed Name of Owner (and Owner's Representative, if Owner is an entity)
 Signature: H. Allen Jones Status: Partner Date: 07/16/24
1122 Brinkley Ave, Murfreesboro, TN 37129
 Mailing Address (if not address of property to be annexed)

3. Rhodes Development Company by Eleanor Farrer
 Printed Name of Owner (and Owner's Representative, if Owner is an entity)
 Signature: Eleanor Farrer Status: Partner Date: 07/16/24
1122 Brinkley Ave, Murfreesboro, TN 37129
 Mailing Address (if not address of property to be annexed)

4.
 Printed Name of Owner (and Owner's Representative, if Owner is an entity)
 Signature: _____ Status: _____ Date: _____

 Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: Yes

Power of Attorney applies and is attached: _____ Yes No N/A



Towery Development
Real Estate Development & Investments

July 15, 2024

City of Murfreesboro
Planning & Zoning
111 W. Vine St.
Murfreesboro, TN 37130

Re: Request for Annexation OR Approval As Outside City Customer
5595 Epps Mill Road
Christiana, TN 37037

To Whom It May Concern:

Please consider this a formal request for either annexation or approval for the referenced property to be served as an outside City customer for sewer service. There are two subject parcels located in Christiana. One is an 8.75 acre parcel located at the northwest corner of Capital Way and Epps Mill Road (Lot 2, Capital Business Park, Plat Book 47, Page 158). This parcel has been granted a maximum sewer capacity of 9,100 gallons per day. The second parcel is 37.56 acres (note, only approximately 20 acres usable outside the floodplain) located to the west of and contiguous to the first parcel (Record Book 1095, Page 3230; Tax Map 156, Parcel 2.01).

Our request for sewer service as an outside the City customer (or annexation) is not to increase capacity above the granted 9,100 gallons per day. Our request is for approval to allocate the 9,100 gallons per day across both parcels, not just the one parcel that currently holds the capacity.

Thank you very much for your consideration. Please feel free to contact us with any questions. [REDACTED]



Towery Development
Real Estate Development & Investments

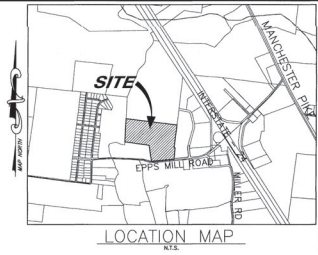
Sincerely,

A handwritten signature in blue ink, appearing to read 'W. McClain Towery'.

W. McClain Towery
President



LINE	BEARING	LENGTH
L1	N83°41'W	33.62
L2	N15°21'23"E	21.02
L3	S83°24'W	83.88
L4	S20°42'W	71.41
L5	S82°04'28"E	36.78
L6	S42°04'45"W	50.00



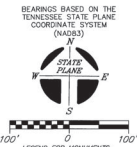
- PLAT NOTES:**
- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days prior to their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One-Call system can be notified by calling toll free 1-800-351-1111.
 - Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
 - It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
 - Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
 - Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage, including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in the subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.
 - Permanent or temporary soil stabilization shall be applied to denuded areas within 15 days after final grade is reached on any portion of the site. Soil stabilization shall also be applied within 15 days to denuded areas which may not be at final grade, but will remain dormant (undisturbed) for longer than 60 days.
 - Properties adjacent to the site of land disturbance shall be protected from sediment deposition. This may be accomplished by preserving a well-vegetated buffer strip around the lower perimeter of the land disturbance; by installing perimeter controls such as sediment barriers, filters, or dikes; or sediment basins; or by a combination of such measures.
 - Offsite and floodplain topographic information shown taken from the trnmp.tn.gov website.

GLOBAL POSITION SYSTEM SURVEY NOTES

- The GPS portion of this survey was performed using the following global positioning system (GPS) survey equipment: TOPCON HiPer V-Model #101137-04 (Dual frequency). The GPS portion of this survey was performed using RTK (Real-Time Kinematic) surveying methods. The topographic features shown were obtained by utilizing the TDOT GNSS CORS network for horizontal and/or vertical control.
- The relative positional accuracy is stated in the Category "IV" survey certification located above the surveyor's seal on this drawing.
- The date that fieldwork was performed for this survey was: February 2023.
- The datum(s) for the TDOT CORS Station Control Point that was used:
 - HORIZ.: NAD83(2011) EPOCH 2010
 - VERT.: NAVD 1988
- Fixed Control Station designator with positional data:
 - TDOT CORS STATION: TN38
 - STATE PLANE (IN 4100-US SURVEY FT.): NORTING: 569,154.86 EASTING: 1,837,086.15 ELEVATION: 526.34 FT.
- Geoid model used: GEOID03
- Combined grid factors for TDOT CORS Station TN38:
 - 0.99992680 (STATE PLANE-IN 4100-US SURVEY FT.)

NO.	DATE	DESCRIPTION
0	02-23-23	Original Issue - For Review

- LEGEND**
- ⊕ Power Pole
 - ⊕ Existing Fire Hydrant
 - ⊕ Proposed Fire Hydrant
 - ⊕ Proposed Gate Valve & Box
 - W— Existing Water Line
 - E— Existing Power Line
 - S— Setback Line
 - Centerline



- LEGEND FOR MONUMENTS (NAD83)**
- IRON PIN SET
 - IRON PIN (1/2" IRON W/ HSENGER SSB)
 - IRON PIN (1/2" IRON) (for metal)
 - GALVANNEAD SPIRE
 - CONCRETE POINT
 - CONCRETE MARKER PIN
 - CONCRETE MARKER PIN
 - CONTROLLED ACCESS FENCE

OWNER: Rhodes Development Company
 ADDRESS: 1122 Brinkley Avenue
 Murfreesboro, TN 37129

Record Book 1095, Page 3230
 Tax Map 156, Parcel 2.01

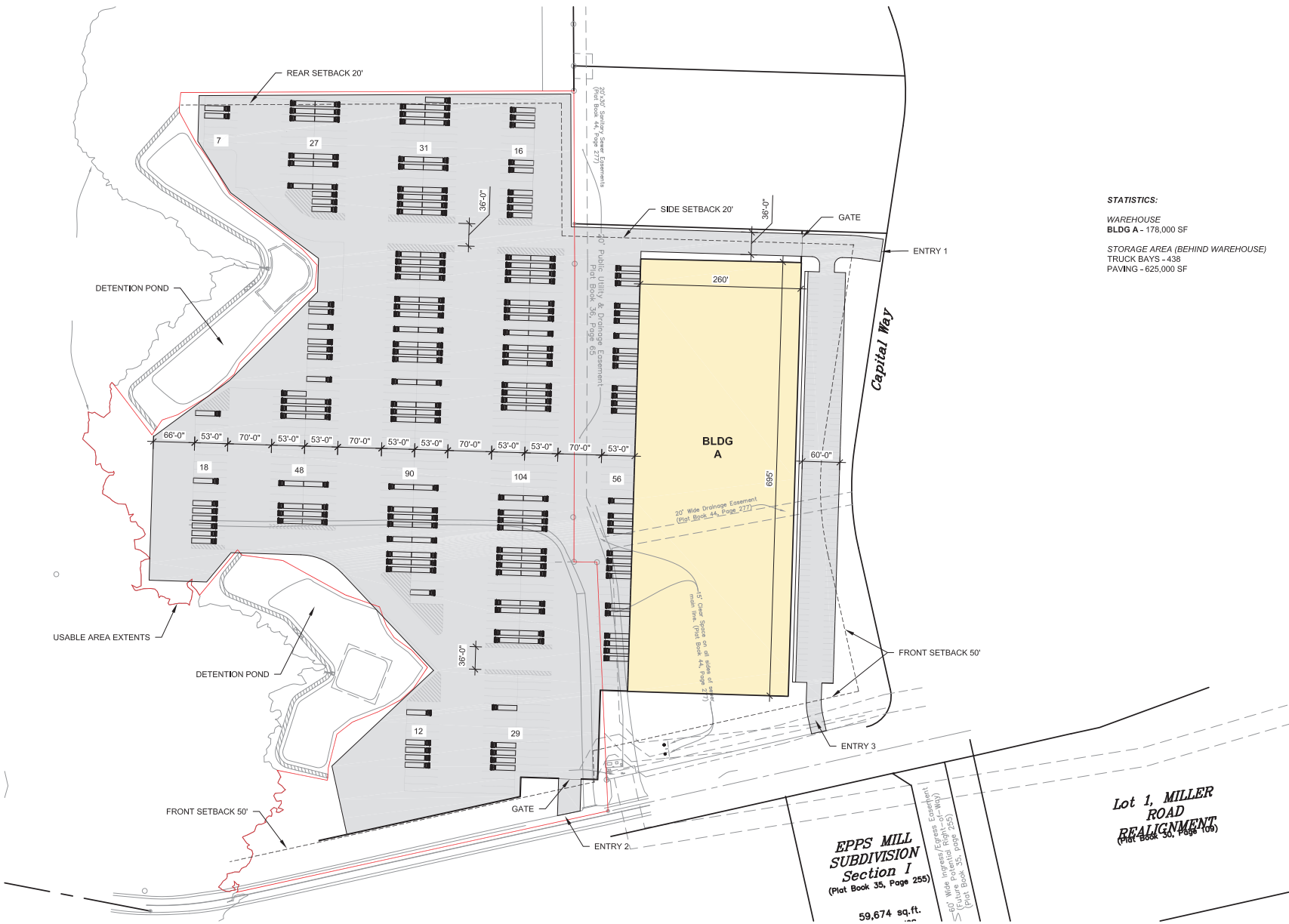
THIS PROPERTY IS PARTIALLY LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP. PANEL NO. 47149C0420N, ZONES: AE & X, DATED: JANUARY 05, 2007.



BOUNDARY SURVEY
RHODES DEVELOPMENT COMPANY

25th Civil District of Rutherford County, Tennessee

Date: March, 2023 Scale: 1"=100' Sheet 1 of 1



STATISTICS:
 WAREHOUSE
 BLDG A - 178,000 SF
 STORAGE AREA (BEHIND WAREHOUSE)
 TRUCK BAYS - 438
 PAVING - 625,000 SF

**EPPS MILL
 SUBDIVISION
 Section I**
 (Plot Book 35, Page 258)
 59,674 sq. ft.

**Lot 1, MILLER
 ROAD
 REALIGNMENT**
 (Plot Book 33, Page 108)



STATISTICS:
 STORAGE AREA
 TRUCK BAYS - 606
 PAVING - 860,000 SF

**EPPS MILL
 SUBDIVISION
 Section I**
 (Plot Book 35, Page 258)

59,674 sq. ft.

**Lot 1, MILLER
 ROAD
 REALIGNMENT**
 (Plot Book 35, Page 108)



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Changes to Ordinance 24-O-21 City Code Ch. 33-73, 74 & 81
[1st Reading]

Department: Water Resources

Presented by: Valerie Smith, 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

Consider revisions to Chapter 33 of the City Code to make minor corrections in Section 73, Definitions, Section 74C for appeals related sewer capacity, and Section 81C related to vesting of sewer capacity.

Staff Recommendation

Adopt first reading of revisions to Chapter 33 of the City Code by Ordinance 24-O-21.

Background Information

The changes to Chapter 33 of the City Code, Water Resources, are very minor.

Section 73, Definitions, the only change is to rename the wastewater treatment facility from Sinking Creek Treatment Plant to the Water Resource Recovery Facility.

Section 74C, Appeal of denial of sewer service, changes the authority to grant variance requests from the sewer allocation ordinance, should sewer service be denied by the Water Resources Department Director, from the Water Resources Board to City Council.

Section 81C, Initial vesting period, currently only requires 10% of the sewer connection fees be paid to reserve capacity but this revision will require 10% of both the sewer connection fee and the special sewer assessment district fee be paid.

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

Ordinance 24-O-21

ORDINANCE 24-O-21 amending the Murfreesboro City Code, Chapter 33, Water Resources, Article V, Section 33-73, Definitions of Centralized Wastewater Treatment Facility; Section 33-74, Appeal of Denial of Sewer Service; and Section 33-81, Initial Vesting Period of Sewer-Capacity Allocation and Other Sewer Service Rights.

WHEREAS, the City of Murfreesboro previously adopted by Ordinance Section 33-73, Definitions; and Section 33-74, Available Wastewater Collection Capacity, Determination, Reporting, and Tracking; and Section 33-81, Vesting of Sewer-Capacity Allocation and Other Sewer-Service Rights, as its sewer capacity allocation definitions, capacity determination, denial and appeal procedure, and vesting of sewer-capacity allocation and payment requirements (“Code”); 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 the Code.

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

SECTION 1. Murfreesboro City Code, Section 33-73, Definitions, shall be deleted in its entirety and the following language substituted in lieu thereof:

For purposes of this article, the following words shall have the meanings ascribed to them in this section unless a different meaning is clearly intended from the context:

"Available sewer capacity" means the amount of sewer capacity determined by the Water Resources Department to be available to serve new development projects in accordance with this article.

"Average daily usage" means a mathematical expression that takes the total volume of water used or proposed to be used during a specified period of time divided by the number of days in that period of time, typically expressed in terms of million gallons per day (MGD) or gallons per day (gpd).

"Capacity" means the amount of sewer flow per time that may be handled by the City's wastewater treatment, pumping, and collection system, or any component, basin, sub-basin, or district of such system.

"Centralized wastewater treatment facility" means the Water Resource Recovery Facility operating under National Pollutant Discharge Elimination System (NPDES) permit number TN0022586.

"Owner/Developer" means the legal owner of a property on which a project is proposed or any person, legal entity, or governmental agency proposing a project on a parcel of property and having financial responsibility for the proposed project.

"Peak-to-average ratio" means the ratio of the maximum wastewater discharge rate to the monthly average daily discharge rate.

"Project" means: (1) any proposed construction of a new building, facility, or group of buildings and/or facilities requiring one or more new water meters or new or larger connections to the City's Sewer System; or (2) any proposed

renovation of an existing building or facility that requires a new water meter or new or larger connections to the City's Sewer System.

"*Sewer-capacity-allocation resolution*" means a resolution adopted by City Council as provided in Section 33-75(A).

"*Sewer system*" means the City's wastewater treatment, pumping, and collection system.

"*Will-serve letter*" means a letter issued by the City of Murfreesboro Water Resources Department to an owner or developer that the City is able and willing to provide water and/or sewer service to a particular property as of the date the letter is issued, subject to the fees and conditions, if any, set forth in the letter or applicable law and Department policies.

SECTION 2. Murfreesboro City Code, Section 33-74, Available Wastewater Collection Capacity; Determination, Reporting, and Tracking, subsection (C) shall be deleted in its entirety and the following language substitute in lieu thereof the following language:

(C) *Appeal of denial of sewer service.* An owner or developer whose application for sewer service for a project has been denied by the Water Resources Director may appeal that decision to City Council. City Council shall vacate the Water Resources Director's decision if and only if City Council finds that the Director's decision was made in an arbitrary or discriminatory manner, was not supported by material evidence, or was inconsistent with established City policy. Upon vacating the Director's decision, City Council may either remand the matter for reconsideration by the Director or reverse the Director's finding that there is insufficient collection capacity to serve the project.

SECTION 3. Murfreesboro City Code, Section 33-81, Vesting of Sewer-Capacity Allocation and Other Sewer-Service Rights, subsection (C) shall be deleted in its entirety and substitute in lieu thereof the following language:

(C) *Initial vesting period.* No sewer-service rights shall vest in a property until such allocation is approved pursuant to this article and the applicant has paid at least ten percent (10%) of the overall water and sewer connection fees and any applicable special assessment fees required for the requested connection(s). The initial sewer-service rights vested in a property shall expire and lapse for all development and construction on the property thirty (30) months after the allocation's approval, unless:

- (1) In the case of a project where approval of a development plan is not required under the City Code, including the City's Zoning Ordinance, the owner or developer obtains a building permit for the project within the initial vesting period;
- (2) In the case of a project where approval of a development plan is required under the City Code, including the City's Zoning Ordinance, the owner or developer obtains the required approval(s) within the initial vesting period; or
- (3) The owner or developer pays an additional ten percent (10%) of the overall water and sewer connection fees and any applicable special assessment fees for the project within the initial vesting period to extend initial vesting period an additional thirty (30) months. An

owner or developer may renew the initial vesting period three times, for a total initial vesting period of ten years.

Any payments made to initiate or extend the initial vesting period shall be credited to the total water and sewer connection fees for the project and are nonrefundable. Extension of the initial vesting period may be approved administratively by the Water Resources Director upon receipt of the additional payment.

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:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Vac Truck Purchase

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approval to purchase a 2024 Freightliner SD108 Vac Truck.

Staff Recommendation

Approve HGACBuy contract with 502 Equipment subject to Legal approval as to form.

Background Information

The request is to order a new vac truck to replace the existing wash truck that is 28 years old. The wash truck is continually experiencing issues and has only been used in emergencies because of this. It has obviously passed its useful life. Funds are allocated in next year's capital budget.

Council Priorities Served

Responsible budgeting

By utilizing HGACBuy government contract pricing, the Department benefits from competitive pricing.

Fiscal Impact

The expense, \$332,320, will be funded in MWRD's FY26 Capital Budget.

Attachments

502 Equipment Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO AND HOUSTON FREIGHTLINER
FOR PURCHASE OF A HOUSTON FREIGHTLINER TRUCK**

This Contract is entered into and effective as of _____ 2024 (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **HOUSTON FREIGHTLINER, INC.**, a corporation of the State of Texas ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***HGAC Contract #HT06-20 between HGAC and Houston Freightliner, Inc., effective date through May 31, 2025, hereinafter referred to as “HGAC Contract” (which incorporates HGAC Contract #SC06-24 between HGAC and Texas Underground, Inc.) (Exhibit A)***
- ***502 Equipment, LLC (authorized dealer for Houston Freightliner, Inc.) Quote dated April 19, 2024, based on cooperative purchasing agreement between HGAC and Houston Freightliner, Inc. #HT06-20, hereinafter, “502 Equipment Quote” (Exhibit B)***
- ***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, HGAC Contract #HT06-20 with Houston Freightliner, Inc., effective date through May 31, 2025 (inclusive of all relevant documents, such as HGAC Contract # SC06-24 between HGAC and Texas Underground, Inc.) (Exhibit A)***
- ***Lastly, the 502 Equipment Quote dated April 19, 2024 (Exhibit B)***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following equipment as set forth in the HGAC Contract and 502 Equipment Quote: One (1) **Product Code HT0620D1, Freightliner 108SD, Conventional Cab, SBFA, SRA Truck with accessories as listed on HGAC Contract and 502 Equipment Quote.**
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the HGAC Contract on May 31, 2025. 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 HGAC Contract and 502 Equipment Quote for One (1) Houston Freightliner Truck, **Product Code HT0620D1, Freightliner 108SD, Conventional Cab, SBFA, SRA with accessories** as listed on the 502 Equipment Quote Form, and as set forth in the HGAC Contract for a **Total Purchase Price of Three Hundred Thirty-two Thousand Three Hundred Twenty Dollars and Fifty Cents (\$332,320.50)**, including delivery, five year warranty, and trade-ins as listed on 502 Equipment Quote. 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 the total purchase price after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete or goods are received.
- b. Deliveries of all items for the Water Resources Department shall be made within one hundred twenty (120) days from the date of the purchase order. Delivery to Attn: Matt Powers, Water Resources Department, 1725 S. Church St., Murfreesboro, TN; email: mpowers@murfreesborotn.gov; phone 615-893-1223. City contact must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made by December 31, 2024, as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the HGAC Contract and 502 Equipment Quote. Any issues with delivery shall be between the City and Contractor, not 502 Equipment.
- 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 purchased shall meet the warranty requirements set forth by the manufacturer, and as specified in the HGAC Contract. The contract includes the manufacturer’s standard warranty as specified in the attachment to the 502 Equipment Quote.

5. Indemnification.

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

regardless of any language in any attachment or other document that Contractor may provide.

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

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to the Contractor:
Houston Freightliner Inc,
Attn: Adam Neuse
12802 Crosby Free
Houston, TX 77049

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

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be

assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- 17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Iran Divestment Act of Tennessee.** By submission of the HGAC Contract and 502 Equipment 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 HGAC Contract and 502 Equipment 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

HOUSTON FREIGHTLINER, INCORPORATED

By: _____
Shane McFarland, Mayor

DocuSigned by:
Adam Neuse
By: _____
87DFB33999D6451
Adam Neuse, Account Manager

APPROVED AS TO FORM:

Signed by:
Adam F Tucker

43A2035E51F9401
Adam F. Tucker, City Attorney

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	9/3/24

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MWRD (Murfreesboro, TN)	Contractor:	Houston Freightliner
Contact Person:	Matt Powers	Prepared By:	Adam Neuse
Phone:	(629) 335 -1830	Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:	mpowers@murfreesborotn.gov	Email:	adam.neuse@strhouston.com

Product Code:	D1	Description:	108SD, Conventional Cab, SBFA, SRA (PRL-20D)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 99430

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
182" Wheelbase	517	Stationary Grille	264
Battery Disconnect Mtd LH Driver Seat	150	Adjustable Steering Column	359
RH Understep Aftertreatment w/ Vert Exhaust	617	Dual West Coast Bright Finish Mirror w/ Remote	215
24" Front Frame Extension w/ Insert	563	Front Sun Visor	210
Front Tow Hooks	56	LH/RH Electric Windows	164
Fuel Water Separator w/ Water in Fuel Sensor	203	Smart Switch Expansion Module	149
750 Watt/115 Volt Block Heater	81	AM/FM Radio w/ Bluetooth	368
LH/RH Electric Door Locks	74	Basic High Back Air Driver Seat	159
Air Cab Mounts	91	Basic High Back Air Pass Seat	191
11R22.5 14 Ply FR Tires	144	Texas Underground 3634 PH6C	207320.5
11R22.5 14 Ply RR Tires	435	Subtotal From Additional Sheet(s):	0
1310- Front PTO Provision	468	Subtotal B:	212798.5

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Alcoa LVL One Aluminum FR Wheels	3300	Alcoa LVL One Aluminum RR Wheels	8417
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	11717

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	323945.5	=	Subtotal D:	323945.5
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Standard Destination Charge	3375	25MY/24CY Escalator	3500
		Subtotal F:	6875

Delivery Date: by 12/31/2024 **G. Total Purchase Price (D+E+F):** 332320.5

	CONTRACT PRICING WORKSHEET	Contract No.:	SC06-24	Date Prepared:	8/27/24
	For Standard Equipment Purchases				

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency: MWRD (Murfreesboro, TN)	Contractor: Texas Underground Inc.
Contact Person: Matt Powers	Prepared By: Todd Bolin
Phone: (629) 335 -1830	Phone: 800 373 1318
Fax:	Fax:
Email: mpowers@murfreesborotn.gov	Email: todd@pipehunter.com

Product Code: 3634 PH6C	Description: Pipehunter Combination Truck
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 240,000.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Drain To Front 2500.00 Air Purge On Rear Valve 345.00	2845	TOOL BOX (1) 24x24x30 780.00 (2) 24x24x36 3000.00	3780
450 GPM Pump Off 10,000.00 6" Knfe Valve 1500.00	11500	Bumper Storage 16x12x18 580.00 Robber Deck (5) 750.00	1330
Doble Roller Levelwind 350.00 Foot Counter 712.00	1062	Wireless Remote 4800.00 Work Lights (4) 800.00	5600
Auto Lube Reel 200.00 Red Dawg Nozzle Kit 5000.00	5200	Panel Light 80.00 12 Volt Plug 120.00	200
Uppermanhole roller 350.00 Manhole Hook 100.00	450	Arrowstick-In Cab Controls Upgrade Package	3500
Debris Tank Interconnect, 2500.00 Hydrant Strainer 350.00	2850	Corner Strobes 1200.00 Strobe 325.00	1525
Pressure Flow Upgrade #2 Pump 50 GPM	5000	Back Up Camera Front & Rear	2500
Air Purge 185.00 Winter rec. 595.00 Pet Cocks 200.00	980	Light Bar (4) 1600.00 Mounting 1500.00	3100
HX Package with 50' Reel 4500.00 Multi Flow 325.00	4825	ECM Reprogram	3600
200' 1/2" Jetter hose lateral Kit, Electric reel	5500	Subtotal From Additional Sheet(s):	
Ban Locks In Leau Of Hat Flange	750	Subtotal B:	66097

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Auto Shut Off Fill / Side Level Indicator Lights	3800		
Boom Assembly Remote Lube	3200		
PipeHunter Debris Tank & Reel White Paint	3000		
Super Light (Boom Mounted)	350		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	10350

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered: 1	X	Subtotal of A + B + C: 316447	=	Subtotal D: 316447
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Trade Includes	-80,000.00	Freight	4000
1995 Ford Wash Truck VIN # 1FDYF80EXTVA12378		Customer Discount	-33126.5
2003 VACCON INT.VIN# 1HTWDADR24J086346			
2015 JOHN BEAN TRAILER JET SN# 19308		Subtotal E:	-109126.5

Delivery Date: **F. Total Purchase Price (D+E):** 207320.5



Quote Date: April 19, 2024
Customer:
Job #
Salesman: Robie Robinson

Due Date:
Dealer: 502 Equipment
Stock #
P.O. Number:

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
	600 Gallon Capacity 3YD	1	STD	STD
	Hydraulic Rear Door	1	STD	STD
	Hydraulic Dump Tank Lift	1	STD	STD
	High-Pressure Body Washout System	1	STD	STD
	6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe		STD	STD
	Ladder On Debris Tank & Ladder To Deck	1	STD	STD
	Debris Tank Float Ball Level Indicator	1	STD	STD
	Stainless Steel Debris Tank & Door	1	STD	STD
	3" Gravity Drainage Front Bumper	1	\$ 1,700.00	\$ 1,700.00
	Purge Valve Gravity Drain 1 1/4 Ball Valve	1	\$ 345.00	\$ 345.00
	450 GPM Stanley Pump Off 10ft Lay Flat Hose NO STAND UP PIPE IN TANK JUST A SCREEN	1	\$ 7,900.00	\$ 7,900.00
	6" Knife Valve	1	\$ 1,500.00	\$ 1,500.00
	3" Knife Valve		\$ 695.00	\$ -
FRONT REEL MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE				
	800' Capacity x 3/4"	1	STD	STD
	Articulating Reel Hydraulic	1	STD	STD
	Reel Speed Control	1	STD	STD
	Standard Level Wind		STD	STD
	Double Roller Levelwind	1	\$ 500.00	\$ 500.00
	Manual Footage Counter	1	\$ 712.00	\$ 712.00
	Auto Lube Swivel	1	\$ 200.00	\$ 200.00
SEWER HOSE & CLEANING TOOLS 3000 PSI				
	Tiger Tail(1)Std 3"	1	STD	STD
	Nozzle Rack	1	STD	STD
	15 Degree Nozzle	1	STD	STD
	30 Degree Nozzle	1	STD	STD
	Nozzle Skid Assy 6"	1	STD	STD
	3/4" Leader hose	10	\$ 13.00	\$ 130.00
	3/4" Jet Hose	600	\$ 4.15	\$ 2,490.00
3007-49	RED DAWG Chizel Point Nozzle 2.3"	1	\$ 423.50	\$ 423.50
3007-119	RED DAWG Texan Mini	1	\$ 1,017.50	\$ 1,017.50
3007-1761240	RED DAWG ROOT DAWG	1	\$ 797.50	\$ 797.50
	Manhole - Upper Roller Aluminum	1	\$ 350.00	\$ 350.00
	Manhole - Hook	1	\$ 100.00	\$ 100.00
WATER SYSTEM				
	600 Gallon Water Tank - Stainless Steel	1	STD	STD
	25' Fill Hose w Storage Rack	1	STD	STD
	Debris-Water Tank Interconnect With Filter	1	\$ 2,500.00	\$ 2,500.00
	Hydrant Fill Strainer	1	\$ 375.00	\$ 375.00
	Hydrant Wrench	1	\$ 100.00	\$ 100.00
	Auto Shut Off Fill / Side Level Indicator Lights	1	\$ 3,800.00	\$ 3,800.00
WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME				
	3,000 PSI @ 40 GPM Giant Water Pump 5132		STD	STD
	Washdown System-43H with gun and 25ft hose Control Panel	1	STD	STD

Part Number	Description	Quantity	Price	Total
	Air Purge	1	\$ 185.00	\$ 185.00
	Winter Recirculation	1	\$ 595.00	\$ 595.00
	200' 1/2" Jetter hose lateral Kit, Electric reel	1	\$ 5,000.00	\$ 5,000.00
	Multi Flow	1	\$ 295.00	\$ 295.00
	Petcocks Pump Drain	1	\$ 200.00	\$ 200.00
	Hydro excavation Package-Gun, 0 Degree tip, and Rip saw for digging (2) 5ft Barrel SS Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose Storage Tube For Tools (1) Extra Blue Gun Low Pressure Curb Side Controls	1	\$ 5,500.00	\$ 5,500.00

CONTROL PANEL				
	Water Pump On/Off	1	STD	STD
	Vacuum On/Off	1	STD	STD
	Hydraulics On/Off	1	STD	STD
	Emergency Kill	1	STD	STD
	Fuel Tank Chassis	1	STD	STD
	Electric Throttle	1	STD	STD
	Tachometer	1	STD	STD
	Water Pressure	1	STD	STD
	Water On/Off Walve	1	STD	STD
	Reel Speed Control	1	STD	STD
	Reel IN/OUT	1	STD	STD

BLOWER PTO BELT DRIVE				
	3300 CFM Blower	1	STD	STD
	Cyclone Separator Dual	1	STD	STD
	Vacuum Breaker	1	STD	STD

6" Vacuum System				
	36" x 6" Crown Nozzle W/Hat Flange (1) STD	1	STD	STD
	48" x 6" Vacuum Tube w/Hat Flange (2) STD	2	STD	STD
	60" x 6" Vacuum Tube w/Hat Flange (3) STD	3	STD	STD
	Pipe Storage Area 6"	1	STD	STD
	Clamps For Tubes 6"	1	STD	STD
	Ban Locks In Leau Of Hat Flange	1	\$ 475.00	\$ 475.00

TOOL STORAGE				
	TOOL Tray Above frame each side of water/debris tank	2	STD	STD
	TOOL BOX 18 X 18 X 36 TM Locking Below Frame	1	\$720.00	\$ 720.00
	TOOL BOX 24 X24 X 30 TM Locking Below Frame	1	\$780.00	\$ 780.00
	Front Bumper Mounted Tool Boxes 16x12x18 w/Side Markers	1	\$580.00	\$ 580.00
3004-5049-L	Driver Side Mounted Tool Box 24x24x36 Flat Aluminum	1	\$1,500.00	\$ 1,500.00
3004-5049-R	Passenger Side Mounted Tool Box 24x24x36 Flat Aluminum	1	\$1,500.00	\$ 1,500.00
	Rubber Dry Decking	5	\$150.00	\$ 750.00

FRONT BOOM WITH OPTIONS				
	6 FT Telescoping Boom	1	STD	STD
	Powered Boom Rotation Std W Boom	1	STD	STD
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle,	1	\$ 4,500.00	\$ 4,500.00
	Boom assembly Remote Lube	1	\$ 3,000.00	\$ 3,000.00

LIGHTING				
ELECTRICAL OPTIONS				
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 2,500.00	\$ 2,500.00
	Qty (4) Light - Strobes Flat one each corner of truck	1	\$ 1,250.00	\$ 1,250.00
9000-0022	Light - Strobe Light w/Limb Guard	1	\$ 285.00	\$ 285.00
9000-0023	Light - Panel Light	1	\$ 80.00	\$ 80.00
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick DS) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick PS) LED	1	\$ 200.00	\$ 200.00
	PH LED Super Light (Boom Mounted)	1	\$ 350.00	\$ 350.00
	Light Bar Side Debris Tank	2	\$ 400.00	\$ 800.00
		1 ea. Side		

Part Number	Description	Quantity	Price	Total
	Light Bar Arrowstick	1	\$ 400.00	\$ 400.00
	Light Bar Boom	1	\$ 400.00	\$ 400.00
	12 Volt Power Outlet On Control Panel Female	1	\$ 85.00	\$ 85.00
	Back Up Camera With Front Rear Camera	1	\$ 2,500.00	\$ 2,500.00
	Back Up Alarm	1	\$ 200.00	\$ 200.00
MANUALS				
	PipeHunter Operator's Manual CD	1	STD	STD
FRAME & AXLE				
	Industrial Frame	1	STD	STD
	DOT LIGHTING PACKAGE	1	STD	STD
	Traffic Cone Rack	1	\$ 125.00	\$ 125.00
	Triangle Kit	1	\$ 100.00	\$ 100.00
	Fire extinguisher	1	\$ 125.00	\$ 125.00
LINER OPTION				
	PipeHunter Debris Tank & Reel White Paint	1	\$ 3,000.00	\$ 3,000.00
	PipeHunter Debris Tank & Reel Speed Liner		STD	STD

Liner Color: Debris Tank & Reel White Paint -Black Liner-Black Boom

		Total Options:	\$	63,320.50
		Base Price:	\$	220,000.00
Quoted By: TB11 -23		Sub Total:	\$	283,320.50
		Discount:	\$	-
		Sub Total:	\$	283,320.50
CHASSIS			\$	125,000.00
	2024 Freightliner SD108 26000 GVWR, 113" CA Auto Trans 3000 Series 300 HP \$115,000			
	TRADE IN JETTER TRAILER, FLUSHER TRUCK AND VACCON TRUCK			(\$80,000)
	Miles @ \$4.00	1000	Freight:	\$ 4,000.00
Ship Method:				
Notes:			Total:	\$ 332,320.50

PH PRICING 2019 tb

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

**113" CA CHASSIS & PTO Programming Specs
List**

Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.

Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness

Max RPM of 2100 Bump Ramp rate to match typical cruise control rate

On hold down of toggle, to idle

FRONT MOUNT

REEL GVW 17500 Rear 11 Front Auto Trans 3000 Series 10 Bolt PTO 240 HP PTO TO BE OPEN BOTH PORTS

Signature: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Thompson Ln Widening-ELI Engineering Design Amendment No. 2

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Amendment No. 2 to Work Authorization (WA) No. 4 for the continued design of the water, sewer, and repurified water relocations in conjunction with Thompson Lane widening.

Staff Recommendation

Approval of Amendment No. 2 of WA No.4 with Energy Land Infrastructure (ELI) for water resources utility relocation design along Thompson Lane. The Water Resources Board recommended approval of this matter at its September 2024 meeting.

Background Information

In 2015 the Department received Preliminary Field Review plans and notice that TDOT was going to reconstruct and widen Thompson Lane. On December 30, 2019, all Utilities received notification to proceed with the design necessary to relocate water, sewer, and repurified water mains. January 22, 2020, the Board approved Engineering WA No.4 in the amount of \$175,000 for the TDOT "A date" submittal and in April 2021 the Board approved Amendment No. 1 for the design of the "B date" submittal in the amount of \$233,952.

At this time ELI is requesting additional funding, Amendment No. 2, to continue to design the MWRD relocations to avoid conflicts with other utilities and because TDOT has just notified the design engineers and utilities of a revision to add an MTE transmission line to the project. In addition, since easement acquisition will be necessary, staff requested ELI add to their scope the easement descriptions and exhibits that will be necessary for City Legal to prepare the easement documents. Estimates for easement acquisition will be brought back for approval in the future.

Council Priorities Served

Responsible budgeting

Funding for this project has been set aside and shown in the Working Capital Reserves dashboard since November of 2020.

Fiscal Impact

The additional engineering, \$110,560, will be funded from Working Capital Reserves for a total engineering fee of \$519,512.

Attachments

ELI Amendment No. 2



AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **2**

Owner: **City of Murfreesboro, Tennessee**
 Engineer: **Energy Land & Infrastructure, LLC**
 Project: **Work Authorization #4 – Thompson Lane Utility Relocations (TDOT PIN 115906.00)**
 Effective Date of Owner-Engineer Agreement (MSA): **February 15, 2018**
 Effective Date of the Work Authorization #4: **February 6, 2020**
 Effective Date of Amendment No. 1 (B-Date Supplement): **May 7, 2021**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

B-Date Relocation Design Services Remaining

Amendment 1, also known as the B-Date Supplement, was based on a submittal date of TDOT’s B-Date Relocation Plans of 02/20/22 and a projected Summer 2022 construction letting date. The project schedule has been substantially protracted due to numerous revisions to the TDOT plans. These revisions required ongoing reassessment of potential utility conflicts, utility deconfliction effort, and associated utility plan revisions. The current B-Date for this project is now 4/8/2025 and more revisions are anticipated with the addition of a new transmission line to the project. This amendment is requested to cover the additional effort required due to the protracted schedule, numerous revisions, and the anticipated effort necessary to deliver the completed the project.

Utility Easement Acquisition Assistance Services

The original Agreement (Work Authorization #4 – Thompson Lane Utility Relocations) contained provisions for performing Additional Services at hourly rates. Right-of-way/easement exhibits and descriptions were excluded from the original scope of services. This Amendment No. 2 modifies the Agreement to include the preparation of water and sanitary sewer utility easements exhibits and descriptions to assist Owner with easement acquisition. Engineer will provide exhibits and descriptions on letter size forms stamped by a duly licensed Tennessee Registered Land Surveyor based on the TDOT right-of-way plans and the survey by others upon which they were prepared. Additional field surveying is not included in this basic scope of services. A separate exhibit will be prepared for each tract that has a new utility easement for potable water, sanitary sewer, or both. Initial utility exhibits and descriptions for all affected parcels will be delivered within 60 days of the of the B-Date Relocation Plans submittal date.

Agreement Summary:

Original Work Authorization #4 amount:	\$ 175,000.00
Net change for prior amendments (B-Date Supplement):	\$ 233,951.56
This amendment amount:	\$ 110,560.00 (see EXHIBIT A)
Adjusted Agreement amount:	\$ 519,511.56
Change in time for services (days or date, as applicable):	Approximately 9 months from the effective date of this Amendment No. 2

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.


Owner
City of Murfreesboro, Tennessee

(typed or printed name of organization)

Engineer
Energy Land & Infrastructure, LLC

(typed or printed name of organization)

By: _____
(individual's signature)

By: 
63918CE8FD3E4A9

(individual's signature)

Date: _____
(date signed)

Date: 9/20/2024

(date signed)

Name: **Shane McFarland**

(typed or printed)

Name: **Timothy L. Haggard, PE, RLS**

(typed or printed)

Title: **Mayor**

(typed or printed)

Title: **Associate VP | Operations Manager**

(typed or printed)

Approved as to Form:

Signed by:


43A2035E51F9401...

Adam Tucker, City Attorney

EXHIBIT A

ELI SCOPE AND FEE ESTIMATE - AMENDMENT NO. 2
SR-268 Thompson Lane Utility Relocation
Water & Sewer Relocation Design Services
City of Murfreesboro, Rutherford Co, TN

B-Date Relocation Design Services Remaining

MANHOUR ESTIMATE					
TASK	PM	Engineer			HOURS
B-Date Services					
Design review meetings with MWRD	4	8			12
TDOT Conflict Review meetings	4	16			20
Plan revisions - Alignment changes/updates	12	80			92
Plan revisions - Conflict resolution	8	40			48
Generate specifications and quantities	4	40			44
Finalize plans and bid book	4	24			28
Bid Services (Summarize and review bids, provide recommendation for award)	4	8			12
TOTAL MANHOURS	40	216			256

Utility Easement Acquisition Assistance Services

Utility Easement Acquisition Exhibits & Descriptions will be prepared on an hourly basis at an estimated fee of \$1000 per tract.

COST PROPOSAL			
	Hours	Rate	Amount
PM -Principal Engineer	40	\$ 195.00	\$7,800.00
Engineer - Project Engineer I (EI)	216	\$ 110.00	\$23,760.00
		Subtotal	\$31,560.00
	Tracts	Rate	Amount
Utility Easement Exhibits & Descriptions	79	\$1,000.00	\$79,000.00
		Subtotal	\$79,000.00
TOTAL COST - AMENDMENT NO. 2			\$110,560.00



COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: MWRD/CUD Boundary Amendment No. 9

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider MWRD/CUD water service boundary revisions along Thompson and Van Cleave Lanes.

Staff Recommendation

Approve the revision to the CUD/MWRD boundary per Exhibits 1 & 2. The Water Resources Board recommended approval of this matter at their August 2024 board meeting.

Background Information

Staff has received requests from Huddleston Steele and Consolidated Utility District (CUD) to amend the service boundary between MWRD and CUD.

Huddleston Steele, on behalf of Roscoe Brown, Inc. requests to transfer the rear of the property to CUD so the rear of the property could be served with water from Van Cleave Lane.

CUD requests to transfer the rear of the property along Thompson Lane, just south of Primm Lane to MWRD. The boundary now splits the property, and CUD does not have a water line along Primm Lane or Thompson Lane.

These requests have been approved by CUD’s Board.

Council Priorities Served

Responsible budgeting

CUD and MWRD continue to adjust service boundaries in the interest of least cost to our departments and the developers with highest benefit to the public in providing water service for domestic and fire protection uses.

Attachments

1. Boundary Amendment Agreement No.9
2. GIS Exhibits 1 & 2

**AMENDMENT NINE TO SERVICE AREA AND
TERRITORIAL BOUNDARY AMENDMENT AGREEMENT**

THIS AMENDMENT NINE, made and entered into as of this the ____ day of _____, 20____, by and between **CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE**, (“**CUD**”), and the **CITY OF MURFREESBORO**, a Tennessee municipal corporation, through its **WATER RESOURCES DEPARTMENT (MWRD)**, amends the service area and Territorial Boundary Agreement as previously amended.

WITNESSETH:

WHEREAS, CUD can more easily serve the area designated in Exhibit 1, along Van Cleeve Lane, than can MWRD.

WHEREAS, MWRD can more easily serve the area designated in Exhibit 2, along Thompson Lane, than can CUD.

WHEREAS, the parties ratify and confirm the previous territorial boundaries in existence between them except as modified hereafter.

NOW, THEREFORE, the parties agree as follows:

1. All of the right, title and interest of MWRD in and to the Water Service Areas shown on “Exhibit 1” is released by MWRD and transferred to CUD; and
2. All of the right, title and interest of CUD in and to the Water Service Areas shown on “Exhibit 2” is released by CUD and transferred to MWRD; and
3. This amendment and the terms hereof are, as with all previous amendments, subject to the written consent and approval of the owners of any CUD bond indebtedness and to the terms of 7 United States Code 1926 (b).

**CONSOLIDATED UTILITY OF
RUTHERFORD COUNTY**

By: _____

Title: _____

ATTEST:

Secretary:

Approved by a vote of the Commissioners of the District at a duly noticed public meeting of the Commissioners on _____.

This instrument approved as to form this the ____ day of _____, 2024.

Jeffrey L. Reed
Attorney for CUD

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

ATTEST:

Erin Tucker, City Recorder

Approved by a vote of the Board of Murfreesboro Water Resources Department at a duly noticed public meeting of the Board on 27th day of August, 2024.

**MURFREESBORO WATER
RESOURCES DEPARTMENT**

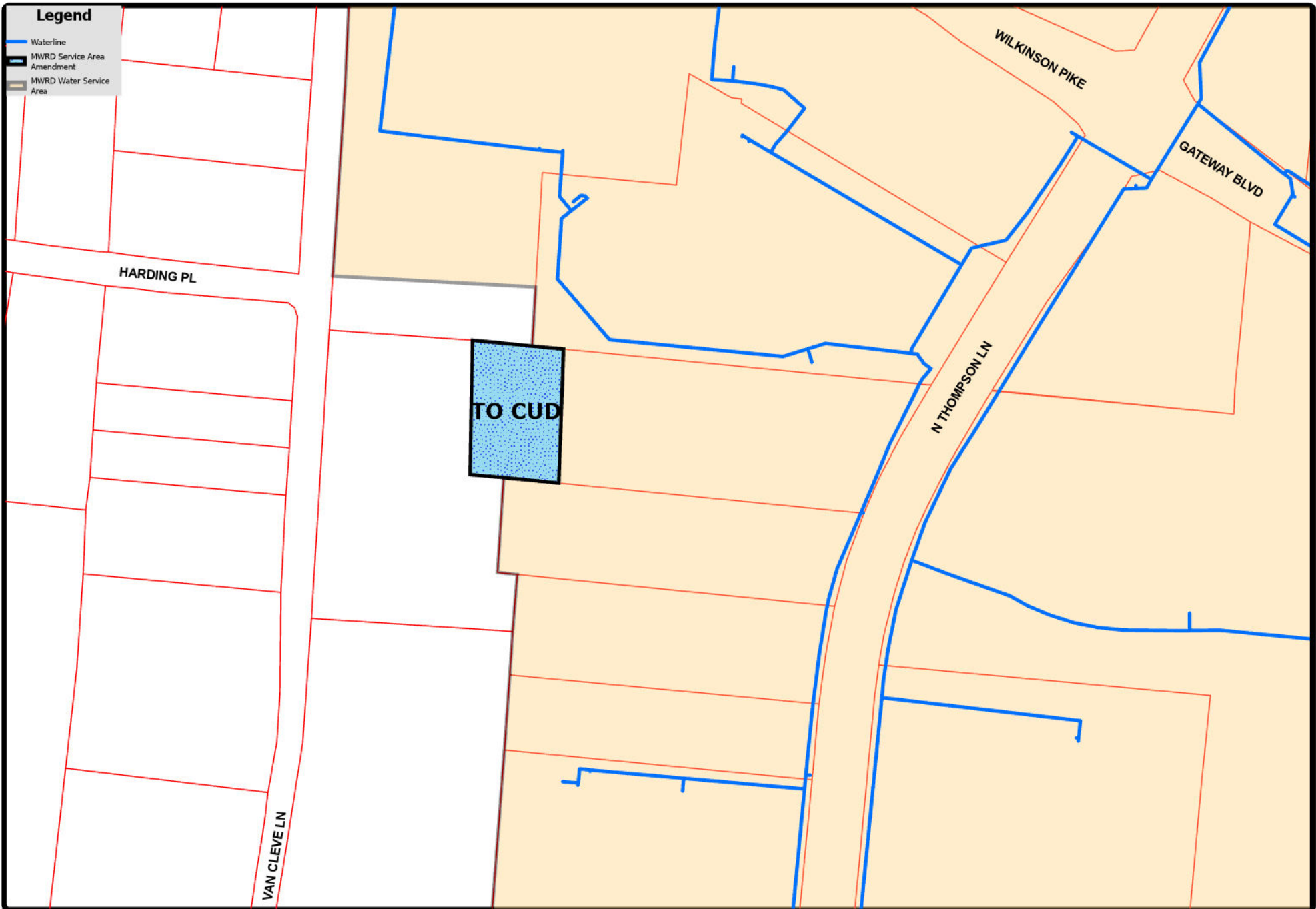
By: _____
John Sant Amour, Chairman

ATTEST:

Valerie Smith, Interim Director

This instrument approved as to form this the ____ day of _____, 20__.

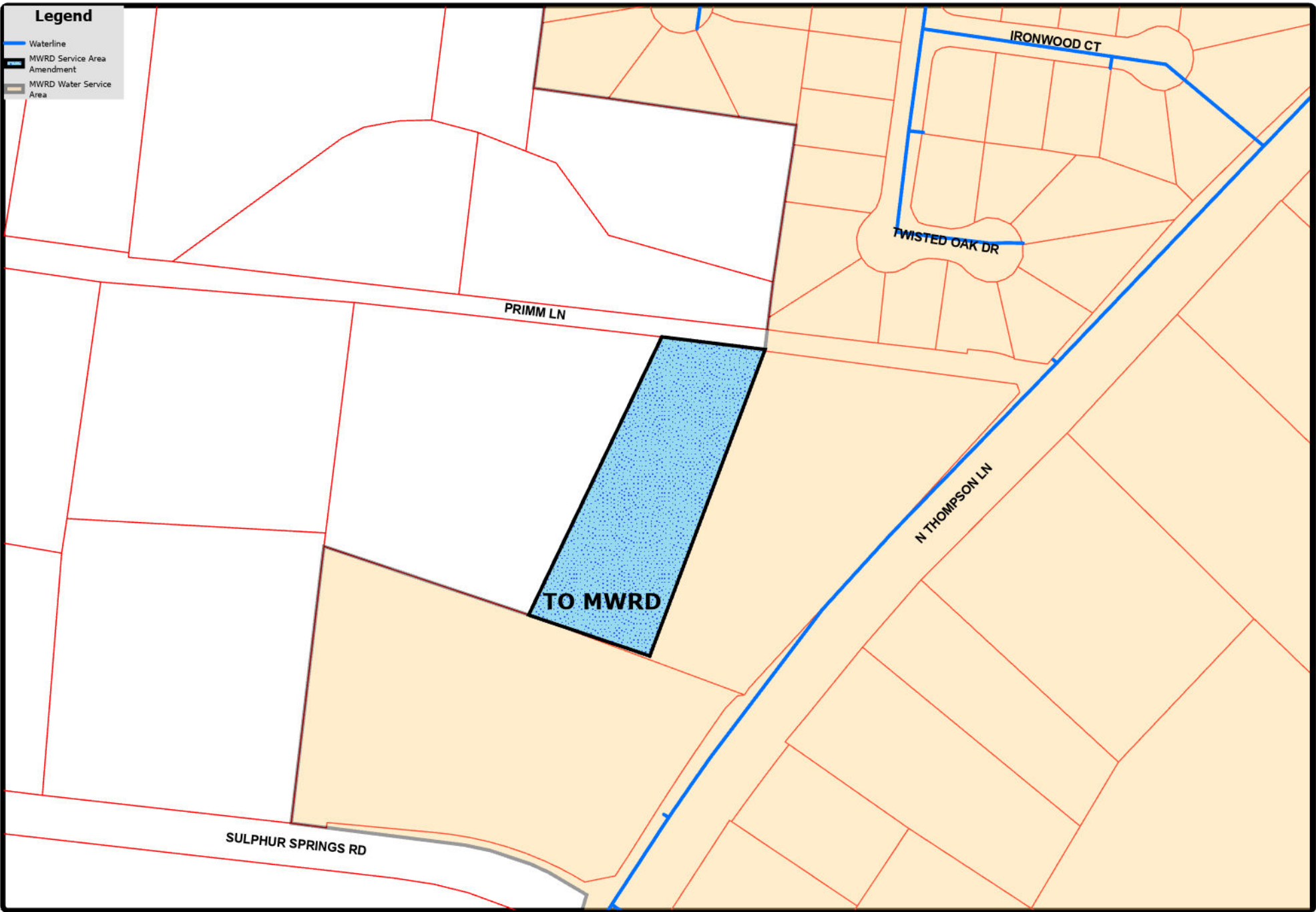
Adam F. Tucker
City Attorney



SCALE : 1" = 200'

MURFREESBORO WATER RESOURCES DEPARTMENT

Proposed MWRD Water Service Boundary Amendment #9 Exhibit #1



SCALE : 1" = 200'

MURFREESBORO WATER RESOURCES DEPARTMENT

Proposed MWRD Water Service Boundary Amendment #9 Exhibit #2

July 15, 2024

Ms. Valerie Smith, Assistant Director - Engineering & Compliance
Murfreesboro Water Resources Department
300 NW Broad Street
Murfreesboro, TN 37130
Email: vsmith@murfreesborotn.gov

Re: Roscoe Brown, Inc.
Oliver Subdivision
N. Thompson Lane and Van Cleave Lane
Murfreesboro, TN

Dear Ms. Smith:

On behalf of Mr. Norman Brown, President of Roscoe Brown, Inc., Huddleston-Steele Engineering, Inc., hereby requests that the Murfreesboro Water Resources Department (MWRD) allows Consolidated Utility District (CUD) to provide water for irrigation only to the west side of Lot 2 as shown on the attached plat.

Irrigation for landscaping in a proposed parking lot on the west side of Lot 2 (see attached site plan) is being required by the City of Murfreesboro Planning Department. This requirement was not in place when the original Roscoe Brown facility was constructed. Therefore, there is no practical way for Roscoe Brown to provide irrigation to the west side of Lot 2 since its water from the MWRD's on the east side of the lot and in the east side of the lot and on the east side of the building.

Irrigation for the west side parking lot landscaping could be easily obtained from the existing CUD water line at Van Cleave Lane. This irrigation line would be extended from Van Cleave Lane through the 30' wide strip along the north side of Lot 9 that is part of Lot 2.

No other water from CUD is being requested from CUD except for this irrigation for the west side parking lot landscaping.

Feel free to contact us if you have any questions or comments. We appreciate your attention to this matter.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



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

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Purchase of Rehrig Roll Out Garbage Carts

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Consider purchasing 95-gal roll out garbage carts from Rehrig Pacific.

Staff Recommendation

Approve the agreement with Rehrig Pacific Company to purchase roll out garbage carts.

Background Information

The Solid Waste department is requesting the approval of the purchase of 2,808 roll-out garbage carts from Rehrig Pacific. This purchase will ensure new carts for new residents of the City. Year to date, the solid waste department has delivered 896 new trash carts to new residents. Additionally, the department has replaced 202 carts that were deemed unrepairable, stolen or lost. The purchase of 2,808 carts will supply the department until July 2025. The Solid Waste department services over 53,000 carts weekly.

Council Priorities Served

Responsible Budgeting

The purchase of these carts will be made under a competitive OMNIA contract, allowing for the lowest price per cart.

Fiscal Impact

The expense, \$169,632, is budgeted in the FY25 solid waste operations budget.

Attachments

1. Rehrig Pacific Quote
2. Agreement for 95 gallon EG Roll Out Carts



Locations:
 1000 Raco Court, Lawrenceville, GA 30046 8875 Commerce Dr, DeSoto, KS 66018
 625 West Mockingbird Lane, Dallas, TX 75247 7800 100th St, Pleasant Prairie, WI 53158
 1738 W. 20th St, Erie, PA 16502 4010 East 26th St, Los Angeles, CA 90058
 7452 Presidents Dr, Orlando, FL 32809

Proposal

Proposal #: 208053

September 20, 2024

Bill-to:	Ship-to: 208053
City of Murfreesboro 4765 Florence Road Murfreesboro, TN 37129	
Billing Contact:	Shipping Contact:
Name: Angie Bounds Phone: (615) 893-3681 E-mail: abounds@murfreesborotn.gov	Omnia contract #00254

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart - 315854 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: MU038 	2,808	\$59.00	\$ 165,672.00
Is Product Taxable? No Subtotal = \$165,672.00 Is Freight taxable? No Tax on Product = \$0.00 Tax Rate: 0.00% Truckload Freight Rate (990/TL) = \$3,960 Terms: Net 30 Days Tax on Freight = \$0.00 Total = \$169,632.00			

ADDITIONAL INFORMATION:	
Contract Options:	US Communities
Ship From:	Lawrenceville, GA facility
Leadtime:	6 weeks or sooner
Warranty:	10 year unprorated warranty
Quote Valid:	30 Days
Taxes:	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
Elizabeth Stavrat Environmental Account Specialist Direct: (678) 799-7590 Email: customerservice@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

Agreement for 95 Gallon EG Roll Out Carts

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Rehrig Pacific Company**, a Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This Contract;
- Rehrig Pacific Company Proposal #208053 dated September 20, 2024;
- Omnia Contract No. 00254, including all amendments; and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, Rehrig Pacific Company Proposal #208053 dated September 20, 2024; and,
- Lastly, Omnia Contract No. 00254.

- 1. Duties and Responsibilities of Contractor.** Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") as described in Contractor's Proposal #208053 dated September 20, 2024 for 2,808 95 Gallon EG Carts.
- 2. Term.** The term of this contract shall be from the effective date first listed above to the expiration of the OMNIA agreement on October 31, 2026. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection (d) is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- 3. Price; Compensation; Method of Payment.**
 - a. The price for the goods and other items to be provided under this Agreement is set forth in Rehrig Pacific Company Proposal #208053 dated September 20, 2024, price set at \$59.00 each for 2,808 roll-out carts and freight which reflects a **total purchase price of**

\$169,632.00. 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 Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- b. Payment Terms: Net 30 days after receipt of goods.
 - c. Deliveries of all items shall be made within 30 days of issuance of Purchase Order to City contact: Russell Gossett – Solid Waste Dept. 4765 Florence Rd., Murfreesboro TN 37130; email: rgossett@murfreesborotn.gov – phone: 615-893-3681. Contact person 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. Deliveries of all items shall be made Monday-Friday, 6:00AM-2:00PM. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - 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 Contractor’s Quote.
 - f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and OMNIA contract.
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. **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.

1. 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.

2. 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:

- i. Procure for the City the right to continue using the products or services.
- ii. 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.
- iii. 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.

3. 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.

8. **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:

Rehrig Pacific Company
Attn: Thomas Delfino
1000 Raco Court
Lawrenceville, GA 30046

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **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.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this 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.
14. **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.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts

with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **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.
- 24. **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.
- 25. **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

By: _____
Shane McFarland, Mayor

REHRIG PACIFIC COMPANY

Signed by:
By: Marc Scott
01A214A80835441...
Marc Scott, VP Environmental Sales

APPROVED AS TO FORM:

Signed by:

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



Locations:

1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809

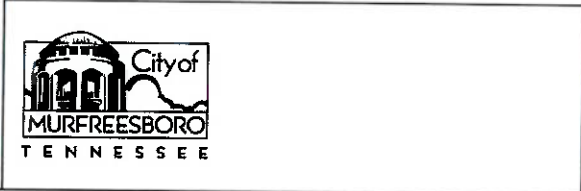
8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: 208053

September 20, 2024

Bill-to:	Ship-to 208053
City of Murfreesboro 4765 Florence Road Murfreesboro, TN 37129	
Billing Contact:	Shipping Contact:
Name: Angie Bounds Phone: (615) 893-3681 E-mail: abounds@murfreesborotn.gov	Omnia contract #00254

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart - 315854 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: MU038 	2,808	\$59.00	\$ 165,672.00
Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days		Subtotal = Tax on Product = Truckload Freight Rate (990/TL) = Tax on Freight = Total =	\$165,672.00 \$0.00 \$3,960 \$0.00 \$169,632.00

ADDITIONAL INFORMATION:

Contract Options: US Communities
Ship From: Lawrenceville, GA facility
Leadtime: 6 weeks or sooner
Warranty: 10 year unprorated warranty
Quote Valid: 30 Days
Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
Elizabeth Stavrat Environmental Account Specialist Direct: (678) 799-7590 Email: customerservice@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Contract with TDOT for FY25 Operating Assistance

Department: Transportation (Murfreesboro Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider securing transit system operating funds from TDOT for FY25.

Staff Recommendation

Approve Contract Project 75UROP-S3-018 with the TDOT.

Background Information

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations. The FY25 allocation represents the largest UROP fund amount ever received by the City.

If exercised, the State matches the first \$1,000,000 in expenses at an 80/20 rate, and the remainder of the funds at a 50/50 rate.

Council Priorities Served

Responsible budgeting


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

Fiscal Impacts

These funds, or \$1,131,300, are used in supporting operations and are appropriately budgeted in the Transportation Department's FY25 Budget.

Attachments:

Award Notification Contract (Project #75UROP-S3-018)

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2024		End Date 6/30/2025		Agency Tracking # 40100-51351	
Edison ID 				Edison Vendor ID 4110	
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 Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2025 Urban Operating Assistance Program (UROP) Operating Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$1,131,300.00				\$1,131,300.00
TOTAL:	\$1,131,300.00				\$1,131,300.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
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 operating 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 utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- 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 State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 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 One Million, One Hundred Thirty-one Thousand, Three Hundred Dollars and No Cents (\$1,131,300.00) ("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.

- 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
Phone: (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
Phone: (615) 893-6441
Fax: (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 ten thousand dollars (\$10,000.00).

- 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. 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. 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.7. 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.8. 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.9. 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.10. 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 \(tn.gov\)](#).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR

DATE

Signed by:
Adam F Tucker

9/17/2024

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					
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	\$1,131,300.00	\$0.00	\$1,131,300.00	\$531,300.00	\$1,662,600.00
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	\$1,131,300.00		\$1,131,300.00	\$531,300.00	\$1,662,600.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - TDOT - 80%	\$800,000.00	\$0.00	\$800,000.00	\$200,000.00	\$1,000,000.00
30.00.00 Operating Assistance - TDOT - 50%	\$331,300.00	\$0.00	\$331,300.00	\$331,300.00	\$662,600.00
TOTAL	\$1,131,300.00	\$0.00	\$1,131,300.00	\$531,300.00	\$1,662,600.00

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Self-funded Insurance Fund Stop-Loss Coverage

Department: Human Resources

Presented by: Randolph Wilkerson, Director of Human Resources

Requested Council Action:

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

Summary

Consider an agreement to purchase stop-loss insurance for the City's self-funded health plan for 2025.

Staff Recommendation

Approve agreement with BlueRe of Tennessee for the purchase of stop-loss insurance for 2025.

Background Information

The City issued an Invitation to Bid for stop-loss coverage. Stop loss coverage covers claims above a certain amount against the City's self-funded insurance retention.

The City received one bid from BlueRe of Tennessee, which was accepted.

This insurance covers the Insurance Fund for individual claims above \$150,000 and \$200,000, aggregating specific deductibles. The estimated total cost is **\$1,010,238**, which the Insurance Fund will fund. The total cost of the coverage will vary depending on the number of covered individuals. The single rate is \$31.01, and the family rate is \$79.81. This proposal includes no contingencies and a 45% rate cap maximum increase at renewal. Additionally, the proposal contains no provisions for coverage attachment points for certain plan members based on their prior claims experience, which can be a negative for stop-loss coverage. An agreement for coverage has been provided to the City

Council Priorities Served

Responsible budgeting

Stop Loss Insurance for the City's self-funded insurance is a responsible means of shifting the risk of substantial incidents that would otherwise diminish the fund balance.

Fiscal Impact

The expense, BlueRe of Tennessee for the estimated cost of coverage, \$1,010,238, is funded by the City's Insurance Fund.

Attachment

BlueRe of Tennessee Stop Loss Insurance Proposal Agreement



1 Cameron Hill Circle Chattanooga TN 37402

STOP LOSS INSURANCE PROPOSAL FOR:

City of Murfreesboro

Proposal: SI P45R4R1

Plans Administered by Blue Cross Blue Shield of Tennessee

BCBST Networks Utilized: Network P

BCBST Representative: Brian Turner

Broker: Lockton Companies

3roSosal Date: 0 /0 /2024

Valid Through: 12/31/2024

Effective Date: 01/01/2025

Contract Duration: 12 Months

SPECIFIC STOP LOSS COVERAGE

	Option 1	Option 2	Option 3
Basis Of Coverage	Other	Other	Other
Specific Attachment Point	\$150,000	\$175,000	\$200,000
Aggregating Specific Deductible	\$200,000	\$200,000	\$200,000
Coverage To Be Included	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Policy Period Maximum Reimbursement	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited
Rate Per Month			
Covered Units			
Single	643		
Family	805		
Total Lives	1,448		
	\$31.01	\$28.73	\$26.35
	\$79.81	\$73.68	\$67.95

Estimated Monthly Premium Estimated Annual Premium Rate(s) includes Commissions of





1 Cameron Hill Circle Chattanooga TN 37402

**STOP LOSS INSURANCE PROPOSAL FOR:
City of Murfreesboro**

Proposal: **SLP458484**

UNDERWRITING NOTES:

This proposal is tentative pending updated information and final underwriting approval.

NOTE: The actual Excess Loss contract type on this case is 150/12 (not "Other" as indicated on Page 1). Claims incurred July 1, 2013 through December 31, 2025 and Paid January 1, 2025 through December 31, 2025.

The actual Excess Loss contract type on the Murfreesboro Electric Department retirees on this case are incurred in 73 months and Paid in 12 months. Claims Incurred from 12/1/2019 through 12/31/2025 and Paid from 01/01/2025 through 12/31/2025.

There are some items that are important for you to remember as you review our proposal:

- a. Outstanding contingencies must be received no later than 7 days after the effective date.
- b. We will require updated diagnosis, prognosis and case management notes including anticipated treatment and estimated costs for Tina Fox, William Lamb, William Brimm, Lora Wright, Brooks Coopman, Carolyn Richmond, Debra Ives, Meredith Barber, James Gage, Lesia McCluskey; along with any other claim exceeding \$75,000 updated from 08/01/2024 through 08/31/2024. We will also require details for any individual identified as a potential transplant candidate. Upon receipt and review, we may request updated information and/or adjust the terms of coverage.
- c. Run-in options are subject to our review of pending claims, known confinements that have not yet generated a bill, pre-certs for more than three days and subrogated or denied claims that are being contested.
- d. The Specific Stop Loss includes a No New Laser Option at Renewal with a rate cap of 45% and assumes revisions in items impacting the rating, such as plan design, the specific deductible, contract basis, commissions and PPO network are outside the cap and priced on their own merits. The Specific Rate Cap only applies to the renewal occurring 12 months from the effective date of the coverage outlined herein. Future Specific Rate Caps are subject to our underwriting discretion.

* The Specific Stop Loss Rate Cap Option also applies to the Aggregating Specific deductible.

Assumptions:

- 1. Specific coverage includes Medical & Rx benefits.
- 2. Our proposal assumes that the number in each benefit plan option will remain the same or within 10% of current enrollment. We reserve the right to re-rate this proposal if the benefit plan enrollment changes more than 10%.
- 3. The PPO to be utilized for the proposed coverage period is reflected on page 1 of this proposal. If the PPO differs from what is stated, rates in this proposal are subject to change.
- 4. Our contract assumes that the policyholder's benefit plan document is in compliance with all applicable legislation. A valid copy of the benefit plan must be received within 45 days of the effective date. No policy will be issued or claim paid until the benefit plan document has been reviewed and approved by underwriting. Any deviation from the benefit plan upon which the sold proposal was based may result in a change to the terms of coverage.
- 5. Stop Loss coverage is for non-occupational injuries and illnesses.
- 6. This proposal expires at the end of the "Valid Through" date stated on Page 1 of the proposal. It is based on the data submitted to us in the prospect specifications. Any inaccuracy in the data will require revised calculations.
- 7. These rates are based on the "current" plan of benefits.
- 8. This proposal assumes the continuation of BCBS of Tennessee as the PPO and TPA.
- 9. Total group enrollment increases or decreases of more than 10% require re-rating.
- 10. This proposal assumes All retirees are participating in the covered benefit plan and were included in the census and claims provided.
- 11. The aggregating specific deductible must be satisfied before reimbursement of specific stop loss claims.
- 12. This proposal assumes that standard BCBST language for transplants has been elected.
- 13. Applicable state taxes are included in the premium charged. State assessments, if applicable, are not covered and will be billed separately to the policyholder.
- 14. We elect the Immediate Reimbursement option (if available). It is understood that all premiums and administrative fees related to our stop loss coverage, medical administration and ancillary services will be paid via ACH debit.

Policyholder Initials: _____.

Plans Administered by:





**STOP LOSS INSURANCE PROPOSAL FOR:
City of Murfreesboro**

Proposal: *SLP458484*

Initial the selected proposal option:

	Option 1	Option 2	Option 3
Selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Initials: _____

This proposal includes a rate page, all accompanying notes, contingencies, assumptions and a signature page. Rates, Deductibles and Factors are based on the data provided to us. Inaccurate or incomplete data may require changes in the terms provided. We will not be bound by clerical or typographical errors contained in this proposal. This quote is subject to all policy provision, limitations, and exclusions. By signing below I confirm that I am authorized to accept the terms of this insurance proposal.

Signature _____ Date _____

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

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Community Traffic Safety Enforcement and Education Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Tennessee Highway Safety Office Community Traffic Safety Enforcement and Education grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded \$150,000 for the THSO FY25 Community Traffic Safety Enforcement and Education grant. This program provides funding for traffic safety education and outreach to encourage the public to make good choices while driving in a motor vehicle. The department will use most of the funding to offset overtime wages for officers who participate in traffic safety enforcement programs to increase safety awareness and help all roadway users understand their responsibilities. \$45,000 from the grant funds will be used to purchase RADAR equipment for police vehicles.

Council Priorities Served

Maintain Public Safety

Education improves awareness and promotes responsible driving and walking habits which makes roadways and walkways safer.

Fiscal Impacts

The department's income and expenses will increase by the Grant award of \$150,000. No matching funds are required.

Attachments:

Grant Contract



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS220	Edison ID 83664 (PT)		
Grantee Legal Entity Name City of Murfreesboro for Murfreesboro Police Department					Edison Vendor ID 4110
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600/20.607			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Community Traffic Safety Enforcement and Education					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$150,000.00			\$150,000.00
TOTAL:		\$150,000.00			\$150,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<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,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
City of Murfreesboro for Murfreesboro Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro for Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 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 One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) ("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 Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 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 Safety and Homeland Security / Tennessee Highway Safety Office.
 - (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 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 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:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Bryan Anderson, Patrol Captain

Murfreesboro Police Department
 302 S. Church St.
 Murfreesboro, Tennessee 37130
 Email Address: 0395@murfreesborotn.gov
 Telephone #: (615) 849-2670
 FAX #: (615) 848-3260

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 ten thousand dollars (\$10,000.00).

- 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 through 67-6-608. 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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.

IN WITNESS WHEREOF,

Murfreesboro Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Murfreesboro Police Department
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	69A37524300004020TN0/69A37524300001540TNA
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600/20.607, State and Community Highway Safety / Alcohol Open Container
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$150,000.00
Total amount of federal funds obligated to the subrecipient	\$150,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,401,637.71/\$13,662,766.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety / Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
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)	0%

GRANT BUDGET

Agency Name: Murfreesboro Police Department

Project Title: Community Traffic Safety Enforcement and Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2024 END: 09/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$105,000.00	\$0.00	\$105,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$45,000.00	\$0.00	\$45,000.00
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	\$150,000.00	\$0.00	\$150,000.00

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 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/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.

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Co-Responder Sustainability Project Grant Award Acceptance

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Consider co-responder sustainability project grant from the Office of Justice Programs (OJP)

Staff Recommendation

Accept the OJP grant award.

Background Information

MPD has been awarded a part of the OJP's 2024 BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program. The project's purpose is to enhance the existing law enforcement-behavioral health response by transitioning a successful pilot co-responder program into a fully integrated program that has a well-trained workforce and formalized policy and procedures. This project is necessary to support the continued efforts of MPD to be proactive in meeting growing community needs with safe and effective response approaches.

This is a three-year program with a total federal award of \$500,000. The City is required to match 29.48%, or \$209,016, which is currently being met through the police officer personnel costs associated with the department's Homeless Outreach Support Team who work alongside the Co-Responders.

Council Priorities Served

Maintain Public Safety

Providing necessary mental health and law enforcement resources involving both criminal and non-criminal matters in the homeless population.

Fiscal Impacts

Grant revenues and expenditures for MPD will increase by the grant amount each year over the next three years (\$709,106 total; \$500,000 Federal; \$209,016 city-match) as outlined in the project budget summary.

Attachments

Award Package



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: MURFREESBORO, CITY OF 111 W VINE ST	
City, State and Zip: MURFREESBORO, TN 37130	
Recipient UEI: CMF9NNK9Z7D6	
Project Title: Murfreesboro Police Department Co-Responder Sustainability Project	Award Number: 15PBJA-24-GG-02932-MENT
Solicitation Title: BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program	
Federal Award Amount: \$500,000.00	Federal Award Date: 9/25/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: <p>The City of Murfreesboro, Tennessee, is seeking federal funds to support the implementation of the Murfreesboro Police Department's (MPD) Co-Responder Sustainability Project. Murfreesboro, with a population of 152,769, is in the geographic center of Tennessee. The city's Police Department is responsible for providing public safety services within the 64 square miles of city boundaries. The Department is organized into five divisions. When fully staffed it is the city's largest operating department with 315 sworn officers to manage fast paced community needs. These dynamics, along with the 40% growth (2010 to 2020 Census), feed MPD's growing call volume and calls for service, which includes increasing calls involving individuals experiencing homelessness coupled with mental health disorders or co-occurring mental health and substance use disorders.</p> <p>Through this project MPD will implement effective co-responder strategies with outcomes that improve and promote public safety while reducing the risk of harm to individuals with mental health disorders or co-occurring mental health and substance use disorders who encounter law enforcement. The project's purpose is to enhance an existing law enforcement-behavioral health response by transitioning a successful pilot co-responder program into a fully integrated program that has a well-trained workforce and formalized policy and procedures. This project is necessary to support the continued efforts of MPD to be proactive in meeting growing community needs with safe and effective response approaches.</p> <p>The intended beneficiaries for this project are adult individuals in Murfreesboro who encounter law enforcement or call for law enforcement services and are experiencing mental health crisis. Along with this is a priority focus for improving services and responses to unhoused individuals, which is supported by MPD's specialized Homeless Outreach Support Team. There are no planned conference activities for the recommended award.</p>	

Award Letter

September 25, 2024

Dear Michael Bowen,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MURFREESBORO, CITY OF for an award under the funding opportunity entitled 2024 BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program. The approved award amount is \$500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

MURFREESBORO, CITY OF

UEI

CMF9NNK9Z7D6

Street 1

111 W VINE ST

Street 2**City**

MURFREESBORO

State/U.S. Territory

Tennessee

Zip/Postal Code

37130

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/25/24

Award Type

Initial

Award Number

15PBJA-24-GG-02932-MENT

Supplement Number

00

Federal Award Amount

\$500,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number****Assistance Listings Program Title**

16.745

Criminal and Juvenile Justice and Mental Health Collaboration Program

Statutory Authority

Public Law No. 90-351, Title I, Sec. 2991 (codified at 34 U.S.C. 10651); (Public Law No. 117-103, 136 Stat. 49, 127). Any awards under this solicitation would be made under statutory authority provided by the Consolidated Appropriations Act, 2024. As of the writing of this solicitation, the Department of Justice is operating under a short-term Continuing Resolution with no full-year appropriation for the Department being enacted for FY 2024 currently.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14131387

Grant Manager Name

Mark Slater

Phone Number[202-598-7782](tel:202-598-7782)**E-mail Address**

Mark.Slater@usdoj.gov

Project Title

Murfreesboro Police Department Co-Responder Sustainability Project

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The City of Murfreesboro, Tennessee, is seeking federal funds to support the implementation of the Murfreesboro Police Department's (MPD) Co-Responder Sustainability Project. Murfreesboro, with a population of 152,769, is in the geographic center of Tennessee. The city's Police Department is responsible for providing public safety services within the 64 square miles of city boundaries. The Department is organized into five divisions. When fully staffed it is the city's largest operating department with 315 sworn officers to manage fast paced community needs. These dynamics, along with the 40% growth (2010 to 2020 Census), feed MPD's growing call volume and calls for service, which includes increasing calls involving individuals experiencing homelessness coupled with mental health disorders or co-occurring mental health and substance use disorders.

Through this project MPD will implement effective co-responder strategies with outcomes that improve and promote public safety while reducing the risk of harm to individuals with mental health disorders or co-occurring mental health and substance use disorders who encounter law enforcement. The project's purpose is to enhance an existing law enforcement-behavioral health response by transitioning a successful pilot co-responder program into a fully integrated program that has a well-trained workforce and formalized policy and procedures. This project is necessary to support the continued efforts of MPD to be proactive in meeting growing community needs with safe and effective response approaches.

The intended beneficiaries for this project are adult individuals in Murfreesboro who encounter law enforcement or call for law enforcement services and are experiencing mental health crisis. Along with this is a priority focus for improving services and responses to unhoused individuals, which is supported by MPD's specialized Homeless Outreach Support Team. There are no planned conference activities for the recommended award.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Year 2	Year 3	Total
Personnel			
\$25,270	\$50,287	\$133,459	\$209,016
Fringe Benefits			
\$0	\$0	\$0	\$0
Travel			
\$1,005	\$0	\$0	\$1,005
Equipment			
\$0	\$0	\$0	\$0
Supplies			
\$0	\$0	\$0	\$0
Construction			
\$0	\$0	\$0	\$0
SubAwards			
\$93,500	\$200,000	\$200,000	\$493,500
Procurement Contracts			
\$0	\$0	\$0	\$0
Other Costs			
\$5,495	\$0	\$0	\$5,495
Total Direct Costs			
\$125,270	\$250,287	\$333,459	\$709,016
Indirect Costs			

\$0 \$0 \$0 \$0

Total Project Costs

\$125,270 \$250,287 \$333,459 \$709,016

Spacer

Federal

Non-Federal

Year1

\$100,000

\$25,270

Year2

\$200,000

\$50,287

Year3

\$200,000

\$133,459

Spacer

\$500,000

\$209,016

Budget Totals

	Total	Percentage
Total Project Cost	\$709,016	
Federal Funds	\$500,000	70.52~symbolPlaceholder~
Non-Federal Amount	\$209,016	29.48~symbolPlaceholder~
Match Amount	\$209,016	29.48~symbolPlaceholder~
Program Income	\$	
	<input type="text" value="0"/>	

0.00~symbolPlaceholder~

Empty Space

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not

proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any

inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-

risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an

exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.

Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

37

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

38

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

39

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

40

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

43

JMHCP Planning Phase: The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$100,000 for the sole purpose of completing the required planning phase during which it must develop a Planning and Implementation Guide. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed Planning and Implementation Guide, reviewed and approved a signed MOU between the applicant and its behavioral health partner, and has issued an Award Condition Modification (ACM) removing this condition.

44

To the extent that direct services will be provided to participants as a component of the JMHCP project, grant funds must be used to support a target population that includes adults who: 1) have been diagnosed as having MI or CMISA or manifest obvious signs of MI or CMISA during arrest or confinement or before any court; 2) have been unanimously approved for participation in a program funded under this award by (as appropriate) the relevant prosecuting attorney, defense attorney, probation or corrections official, judge, and a representative from the relevant mental health agency, and having been determined by each of these relevant individuals to not pose a risk of violence to any person in the program, or the public; and 3) have not been charged with or convicted of any sex offense (as defined at 34 U.S.C. ?2 0911) or any offense relating to the sexual exploitation of children, or murder or assault with intent to commit murder.

45

A match of 20% is required for years 1&2 combined. Match may be met through any combination of percentage between years 1 & 2 as long as the combined total for both years is 20%. Recipient understands that significant project delays (over 90 days) may lead to increases in the required cost match, pursuant to 34 USC 10651(d), and agrees to cooperate with BJA on any budget revisions that may be necessary, particularly following such significant project delays. Recipient further understands that the required match set forth in the proposed budget and any budget revisions will be reviewed in accordance with statutory requirements, leading to a total match amount for which the recipient will be responsible. The recipient understands they will be required to meet the total match amount as outlined in approved budget by project period end date.

46

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in

excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

47

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

48

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

49

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

50

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted

(including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/22/24 5:33 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Signed Date And Time

COUNCIL COMMUNICATION

Meeting Date: 08/22/2024

Item Title: Statewide School Resource Officer Program Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider statewide SRO program grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded a total of \$1,050,000 from the Statewide School Resource Officer Program Grant. 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.

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 14 SROs assigned to qualifying schools.

Attachments:

State Grant Contract



ENDOWMENT GRANT CONTRACT

Begin Date July 01, 2024	End Date June 30, 2025	Agency Tracking # 34901-01536	Edison ID 83083
Public Chapter 0966	Bill # HB2973, SB2942	Section 10	Item 22
Grantee Legal Entity Name City of Murfreesboro for Murfreesboro Police Department			Edison Vendor ID 4110

Service Caption (one line only)

Statewide School Resource Officer (SRO) Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$1,050,000.00				\$1,050,000.00
TOTAL:	\$1,050,000.00				\$1,050,000.00

Ownership/Control

- African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Grantee Selection Process Summary

- Competitive selection
- Non-competitive selection
 Pursuant to and in accordance with PC 0966 (HB2973, SB2942), the funding is available for all K-12 public and public charter schools that complete the required documentation to receive a grant contract and funding for one (1) School Resource Officer per school per year, subject to funds availability.

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.

CPO USE - EG

Speed Chart (optional)

Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
CITY OF MURFREESBORO FOR MURFREESBORO POLICE DEPARTMENT**

This Grant Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro for Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
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. Background. The State received funding through Public Chapter 066 (HB2973, SB2942) for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement agencies which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement agency after the local law enforcement agency presents to the State an executed memorandum of understanding (MOU) between the agency and the local education agency (LEA) or the public charter school, pursuant to which the local law enforcement agency shall provide one (1) full-time SRO to every school in the LEA or to a public charter school. The MOU shall be in the form prescribed by the State.
- b. Local law enforcement agencies are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) per year, per SRO, per school for which they are responsible for providing SRO services to. Funding shall not be awarded for more than one (1) SRO per K-12 public or public charter school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment).
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA or the public charter school, in addition to other requirements, an SRO must be Peace Officer and Training Standards Commission (POST) certified and a sworn officer of a law enforcement agency within the jurisdiction of the K-12 public school or public charter school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school or public charter school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.
- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall submit the following information to the State in a form prescribed by the State:

- a. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program.
- b. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program and have been provided a full-time SRO.
- c. The number of public elementary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.
- d. The number of public secondary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.

A.7. 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 with any attachments.
- b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 01, 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 One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided "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. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 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 Form to Report Lobbying," 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:

Tennessee Office of Homeland Security
 ATTN: Statewide SRO Grant Program
 Tennessee Department of Safety and Homeland Security
 Tennessee Tower – 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Email Address: TDOSHS_SROgrants@tn.gov
 Telephone #: 615-295-5059

The Grantee:

Michael Bowen, Chief of Police
 Murfreesboro Police Department
 1004 N. Highland Ave.
 Murfreesboro, TN 37130
 Email Address: 0216@murfreesborotn.gov
 Telephone #: 615-893-1311

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 such 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, and the Grantee shall 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 shall include the statement, "This project is funded under an agreement 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. 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 agreement shall not be construed as a waiver or relinquishment of any such 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.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. 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. 23. 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.24. 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.25. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. 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.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

IN WITNESS WHEREOF,

MURFREESBORO POLICE DEPARTMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

APPROVED AS TO FORM:

Signed by:


 Adam F. Tucker, Murfreesboro City Attorney

Date: 9/23/2024

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Murfreesboro City Schools Enrollment and Capacity Update

Department: City Schools

Presented by: Dr. Trey Duke, Director of Schools

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Update on City Schools enrollment numbers and building capacity for the 2024-2025 school year.

Background Information

Director of Schools, Dr. Trey Duke, will provide Council an update on enrollment numbers as of October for the 2024-2025 school year and historical comparisons. Additionally, information will be presented on building capacity levels and anticipated areas of growth for City Schools.

Council Priorities Served

Responsible budgeting

Accurate enrollment and growth data ensures appropriate use of funds in meeting capacity needs.

Establish Strong City Brand

The presence of a strong local school system contributes to the identity of the community as a desirable place to live, work, and do business.

Fiscal Impact

None

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: 10-yr Space Needs Assessment and Headcount Projections

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Review analysis of the City’s 10-yr space needs assessment based on projected headcount increase between 2023 and 2033, for use in developing an annual payroll pro forma and capital expense estimate for necessary office and warehouse space.

Background Information

The City of Murfreesboro is conducting a Space Needs Assessment to plan for the long-term sustainability of the City’s facilities, optimization of organizational efficiencies, and improvement to public safety. The assessment includes establishing an assessment of the City’s projected needs through 2033 by utilizing Department headcount projections. Headcount projections are intended to forecast and predict citizen needs while maintaining levels of service, recognizing workforce availability, regulatory changes, new technology or other innovations, and how anticipated growth in population and jobs impact the City’s future personnel requirements.

Increased headcount projections affect annual budgeted payroll increases. With additional employees growth equivalent to population growth in the City, additional office and warehouse space is also necessary. New space equates to capital expense in either remodeling existing space or constructing new space.

Council Priorities Served

Responsible budgeting

Projecting new employee growth and the necessary space needs accompanying that growth is prudent in developing a strategy to fund future expenses.

Fiscal Impact

Not applicable at this time.

Attachments

Space Needs Assessment Final Draft



... creating a better quality of life

SPACE NEEDS ASSESSMENT FINAL DRAFT

September 25, 2024

INTRODUCTION

The City of Murfreesboro is conducting a Space Needs Assessment to plan for the long-term sustainability of the City's facilities, optimize organizational efficiencies, and improve public safety. Phase 1 of the project includes establishing an assessment of the City's projected needs through 2033, the year for which reliable population and employment estimates are available.

This analysis presents a planning-level assessment of the City of Murfreesboro's current facilities space breakdown by office, conference room, file/storage space, breakroom/restroom space, sleeping quarters and warehouse space. Predesign estimates of future facility needs:

- Will support future evaluations of current facility and site suitability.
- Are based on an optimized interior plan layout. Constraints of current buildings layouts or other factors may increase the planning target for some departments.
- Often assumes a standalone function, future project phases will establish colocation opportunities that may reduce the necessary space to accommodate circulation, building mechanics, or other non-rentable space.

A list of current City facilities is presented in **Appendix A**. A list of current City facilities conference rooms and associated capacity is presented in **Appendix B**.

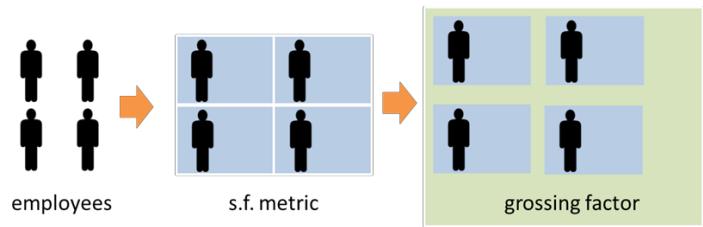
APPROACH & PRELIMINARY SPACE NEEDS ESTIMATES

Different city functions have different facility needs. This analysis estimates current facilities needs and projected facility needs according to workgroups delineated in collaboration with City staff. The analysis uses a staffing-based approach that uses space metrics established by review of current facilities.

Staffing-based Estimates

Space needs of nine workgroups were estimated based on standard space allocations and current staffing counts. **Exhibit 1** illustrates the approach with descriptions of calculation inputs following the diagram.

**Exhibit 1
Staffing-driven Estimates Approach**



Notes on inputs and assumptions:

- **Employees.** Employee counts are based on current FY2023/24 budget. Future employee numbers were provided by Executive Director inputs into the Space Needs Analysis Questionnaire for year FY2033/34
- **Sq. ft. metric.** A space metric is a net unit of square footage of space assigned to a single individual. It is used in conjunction with a grossing factor to develop the gross square footage of a building.
 - **General office metric:** Using a sample space needs assessment from Tukwila, Washington, a 215 sq. ft. per person metric for predesign scopes of services is being utilized. It is a measure designed to provide space at the lowest possible cost in sufficient quantities and qualities for programs to function.

This equates to approximately 323 feet per employee which is very similar to the breakout analysis performed by staff that recommends the following total square footages per employee per space classification:

Space Needs Multipliers (s.f.) per Employee		
Office	250	In-Office Employees
Conference Rm	25	In-Office Employees
Storage/File Space	20	In-Office Employees
Breakroom / Restrooms	40	In-Office Employees
Total Gross S.F. Needs	335	
Potential Flex Space Increased Need	215	Out-of-Office Employees

- **Police metric:** The study by Tukwila recommended 240 sq. ft (net) per staff count (or 360 sq ft gross when using a 1.5 multiplier) to arrive at an approximate facility size to house the identified program spaces. The study noted that Policing agencies with less than 250 sq. ft. per person reported routine and specific dysfunction from space constraints.
- **Grossing factor.** The total area of a building (area enclosed by exterior walls) is a combination of assignable (net) space and non-assignable space (building structure, mechanical/electrical service space, and vertical circulation for example). To arrive at a gross area the net area is multiplied by a “grossing factor”, yielding the total building area. This factor is generally determined by the building function being served. Generally, a building of low complexity (warehouse space) will have a low multiplier (1.16 for example), and higher complexity (laboratory space), will have a higher multiplier (1.8 to 2.0). The use of 1.5 is a professional determination and judged to be adequately conservative for the nature of spaces under examination.

Potential Flex Space. Based on the estimated percentage of time of personnel out of the office, the staffing-based square footage estimates may be reduced given the ability to create “flex” space that could accommodate more than one employee in the same workspace given the

expected availability of a workstation while another employee is in the field. The out-of-office “flex-space” was originally calculated as 125 square ft (or half the office space requirement for in-office staff) plus the conference room space and the breakroom space. This equaled 190 s.f. total for out-of-office staff. For simplicity in the calculations, the 215 s.f. general office metric was used without applying the 1.5 grossing factor.

Exhibit A tabulates all of the City’s facilities and has been set up to allow for individual estimates in all facilities for each department in the event special considerations are necessary and space needs are beyond the staffing based estimates. The following space categories are identified in each facility –

1. Current estimated office space
2. Current estimated conference room space
3. Current estimated storage or file room space
4. Current estimated warehouse space for vehicles or equipment
5. Breakroom / Locker Room Space, and
6. Sleeping Quarters

The table below summarizes the calculated space needs for future space needs based on the space needs multipliers tabulated above:

Department Space Needs	Office Square footage	Warehouse Square Footage	# Increased Employees Requested (2023-2033)	% Increase
General Fund	34,907 (10,177 CH)	25,738 (0 CH)	128	30%
Water Resources	7,911	7,088	27	15%
Fire & Rescue	15,555 (Add 2,400 Sleeping Qtrs.)	0	51	21%
Police Department	49,245	0	201 (135 sworn)	51%
TOTAL	81,969	32,826	407	

PRELIMINARY FUTURE PERSONNEL PROJECTIONS

To determine future space needs, the methodology was updated based on preliminary planning estimates of future staffing levels.

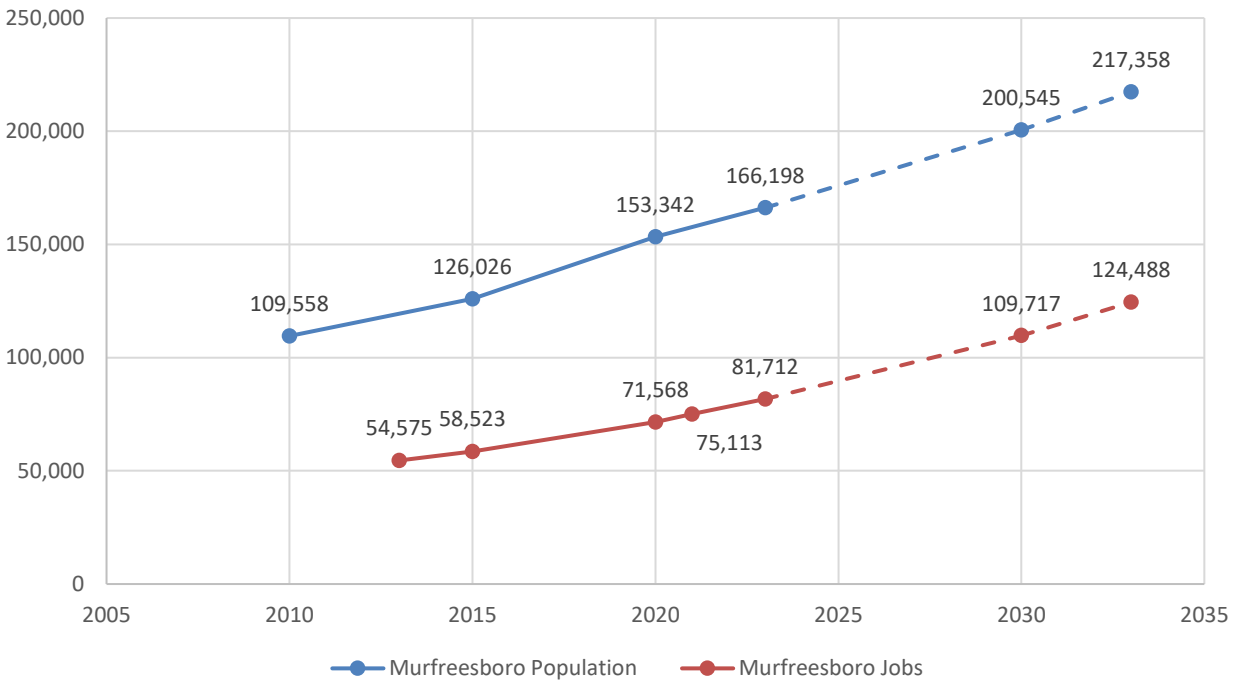
The main driver in estimating future staffing levels is provided by the assessment questionnaire filled out by Department Heads. The projected increase in the time span from 2022-2023 are compared to population and employment growth. The population growth trend was developed using historical population counts and applying a compounded annual growth rate provided by worldpopulationreview.com.

The employment growth trend was developed using historical records of employees used by the Rutherford County Chamber of Commerce and applying a compounded annual growth trend considered consistent with past job growth.

Growth Assumptions for City of Murfreesboro, 2023 – 2033

	2023	2033	Change	Total Growth	Compound Annual Growth
Residents	166,198	217,358	51,160	30.8%	2.72%
Employment	81,712	124,488	42,776	52.4%	4.30%
Residents + jobs	231,905	298,243	66,338	41.7%	3.54%

Growth Trends



At this level of analysis, it should be emphasized that these are very high-level planning estimates and that the primary goal is to develop a sound basis for facility planning which reasonably accounts for some of the key factors affecting staffing demand by department. The comparison of increased personnel submitted by Department Heads as compared to the driver assumptions is not intended to be an actual staffing forecast, since staffing levels will ultimately be determined by factors beyond the scope of this analysis such as changes in technology, policy decisions regarding level-of-service and future budget considerations. Given this, the departmental comparison analysis uses the following growth driver assumptions:

- Residents + Jobs.** Future service demands in the majority of the direct service departments (operations departments) are assumed to be driven by growth in residents and jobs. While the underlying driver is the same for each, the elasticity factors vary from 0.8 for police, transportation, streets, and solid waste to 0.5 for the other departments reflecting a greater ability to achieve economies of scale in these functions. Elasticity is defined as the ability for Department’s to stretch to meet future growth requirements in the City with less staff. In effect, an elasticity factor of 0.8 suggests that approximately 80% of the staffing will be affected by the underlying driver, while 20% would remain fixed.

- **Residents.** Parks and recreation services were assumed to be driven primarily by resident population growth with an elasticity factor of 0.5 to reflect that a key constraint to growth will be the availability of facilities from which to offer recreation services.
- **Operations staffing.** Internal services are driven by changes in overall city operational staffing, reflecting that these are. Operations staffing increase requested at 34% by Department Heads. Internal services were provided a 0.5 elasticity factor.

For each department the **Growth Factor** represents the percent change in the growth driver. For example, the growth in residents is expected to be 30.8%, thus the growth factor is listed as .31.

Future Full-Time Staffing Estimates Using Growth and Elasticity Factors

Department	Current Staffing	Growth Factor	Elasticity Factor	Projected 2033 Staffing	Growth Driver
City Manager Office	7	0.24	0.5	8	Ops Staffing
City Attorney Office	10	0.24	0.5	11	Ops Staffing
Finance/Tax	23	0.42	0.5	28	Residents + Jobs
Purchasing	3	0.24	0.5	3	Ops Staffing
Transportation	30	0.42	0.8	40	Residents + Jobs
Communication	8	0.24	0.5	9	Ops Staffing
IT	22	0.24	0.5	25	Ops Staffing
Engineering	14	0.42	0.5	17	Residents + Jobs
GIS	4	0.34	0.5	5	Ops Staffing
Planning / Comm Dev	18	0.42	0.5	22	Residents + jobs
Building and Codes	25	0.42	0.5	30	Residents + Jobs
Human Resources	11	0.24	0.5	12	Ops Staffing
Facilities Maintenance	3	0.24	0.5	3	Ops Staffing
City Court	5	0.31	0.5	6	Residents
Water Resources	183	0.42	0.5	221	Residents + Jobs
Police	395	0.42	0.8	528	Residents + Jobs
Recreation	99	0.31	0.5	114	Residents
Golf	15	0.31	0.5	17	Residents
Fire Department	244	0.42	0.5	295	Residents + Jobs
Streets Department	59	0.42	0.8	79	Residents + Jobs
Solid Waste	47	0.31	0.8	59	Residents
Project Development	2	0.24	0.8	2	Ops Staffing
Fleet Services	22	0.24	0.5	25	Ops Staffing
Total	1249			1559	

The next table shows the below compares the future projected 2033 staffing calculated above to the requested staffing levels by Department Heads. **Appendix C** provides a **Headcount Planning Projection** for each Department. Headcount planning is a strategic process of creating and implementing growth initiatives for a department's employee headcount to achieve short and long-term goals that align with City Council's priorities. Simply put, it's planning to hire people to meet the City's growing needs while maintaining or increasing levels of service. This appendix is provided to offer insight into the increased

percentage of growth (or decreased percentage of growth) of employees in each department as compared to Murfreesboro’s population growth or other growth factor applied to each Department.

Future Full-Time Staffing Submitted Compared to Estimates Using Growth and Elasticity Factors

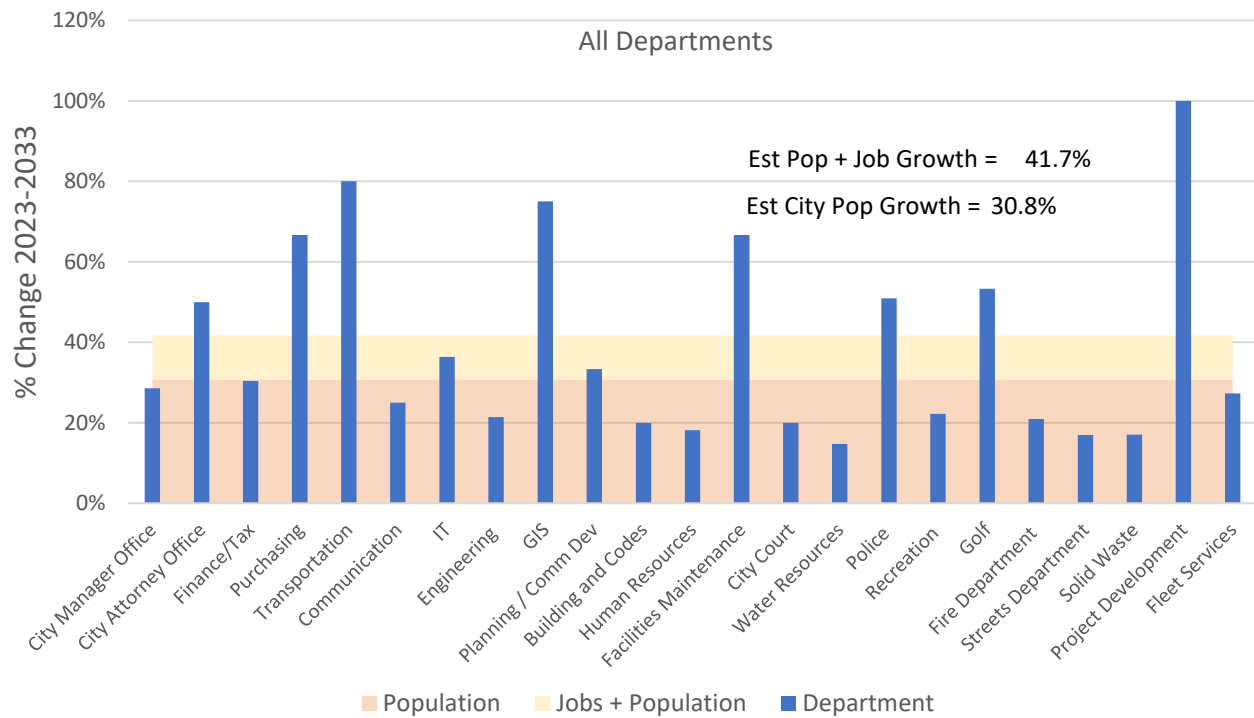
Department	Submitted 2033 Staffing	Current 2023 Staffing	Submitted Increase	Projected 2033 Staffing Using Growth Factor	Growth Factor Increase
City Manager Office	9	7	2	8	1
City Attorney Office	15	10	5	11	1
Finance/Tax	30	23	7	28	5
Purchasing	5	3	2	3	0
Transportation	54	30	24	40	10
Communication	10	8	2	9	1
IT	30	22	8	25	3
Engineering	17	14	3	17	3
GIS	7	4	3	5	1
Planning / Comm Dev	24	18	6	22	4
Building and Codes	30	25	5	30	5
Human Resources	13	11	2	12	1
Facilities Maintenance	5	3	2	3	0
City Court	6	5	1	6	1
Water Resources	210	183	27	221	38
Police	596	395	201	528	133
Recreation	121	99	22	114	15
Golf	23	15	8	17	2
Fire Department	295	244	51	295	51
Streets Department	69	59	10	79	20
Solid Waste	55	47	8	59	12
Project Development	4	2	2	2	0
Fleet Services	28	22	6	25	3
Total	1656	1249	407	1559	310

PRELIMINARY FUTURE SPACE NEEDS PROJECTIONS

The tables below presents estimated future personnel staffing as submitted by Department Heads and developing space needs as determined by applying the current space needs methods to the future staffing levels. The staffing-based estimates are a straightforward application of the space per employee method, while the program-based analysis determines space needs by applying the employee ratios established in the current needs analysis to the future staffing levels for these functions. In addition to total Department tabulated values, more refined space needs were provided for City Hall Departments, Internal Service Departments and Operational Departments.

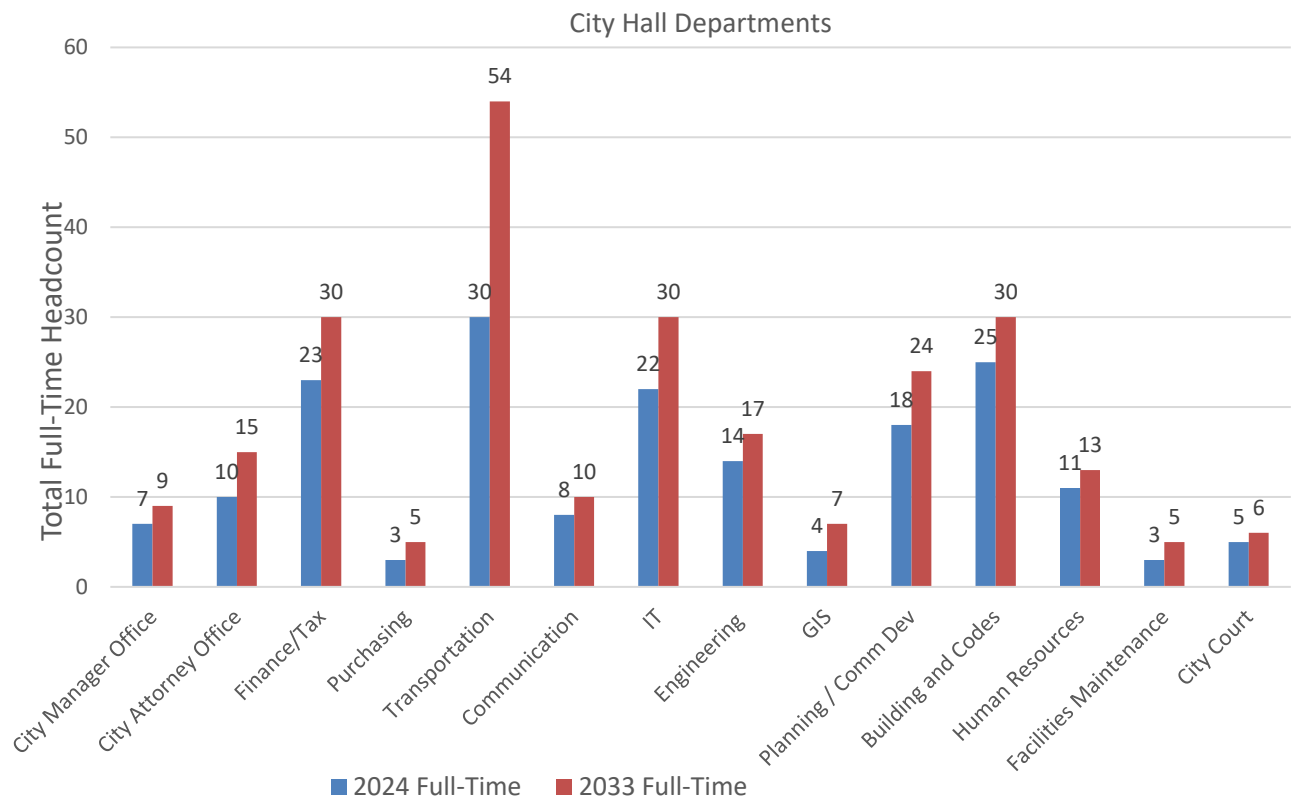
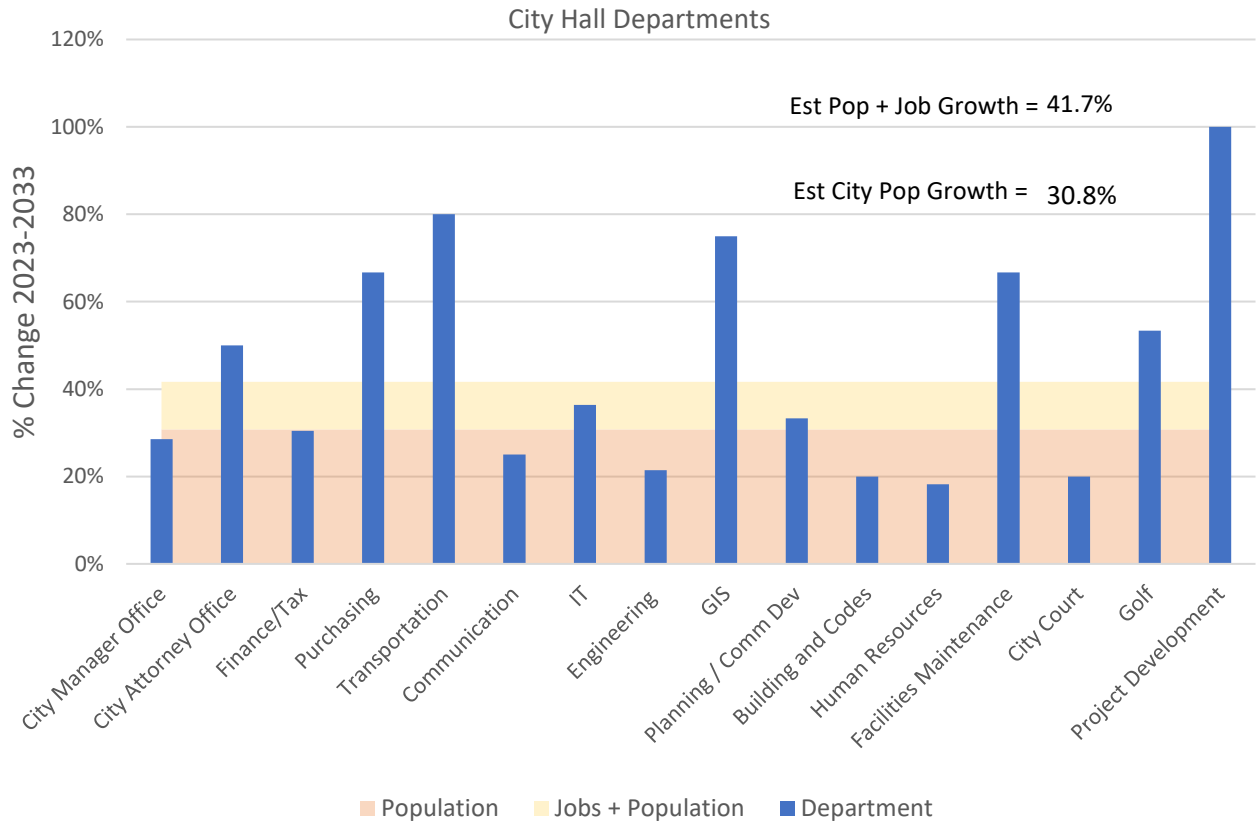
All Departments - Future 2033

Department	Full-time		Gross S.F. Need				TOTAL	Space Increase Potential		
	2033 In-Office Empl Submitted Increase	Office Space	Conf Rm Space	Storage /File Space	Breakroom/ RR Space	Avg 2033 Out of Office Empl Increase		Potential Flex Space	Warehouse Space	
City Manager Office	2	375	38	30	60	503	1	108		
City Attorney Office	5	1,125	113	90	180	1,508	1	108		
Finance/Tax	7	1,750	175	140	280	2,345	0	0		
Purchasing	2	450	45	36	72	603	0	43		
Transportation	6	1,442	144	115	231	1,933	18	3,920	13,673	
Communication	1	363	36	29	58	486	1	118		
IT	6	1,610	161	129	258	2,157	2	336		
Engineering	2	446	45	36	71	598	1	261		
GIS	2	503	50	40	80	673	1	213		
Planning / Comm Dev	6	1,475	148	118	236	1,977	0	21		
Building and Codes	3	636	64	51	102	853	2	528		
Human Resources	2	440	44	35	70	590	0	52		
Facilities Maintenance	2	500	50	40	80	670	0	0		
City Court	1	250	25	20	40	335	0	0		
Water Resources	18	4,388	439	351	702	5,879	9	2,032	7,088	
Police	50	12,563	1,256	1,005	2,010	16,834	151	32,411		
Recreation	6	1,375	138	110	220	1,843	17	3,548		
Golf	2	500	50	40	80	670	6	1,290		
Fire Department	38	9,563	956	765	1,530	12,814	13	2,741		
Streets Department	1	250	25	20	40	335	9	1,935	6,750	
Solid Waste	1	300	30	24	48	402	7	1,462	5,100	
Project Development	1	250	25	20	40	335	1	215	215	
Fleet Services	5	1,350	135	108	216	1,809	1	129		
TOTAL	168	41,902	4,190	3,352	6,704	56,149	239	51,469	32,826	
2033 Growth Factor Totals	131	32,779	3,278	2,622	5,245	43,924	179	38,460	32,826	



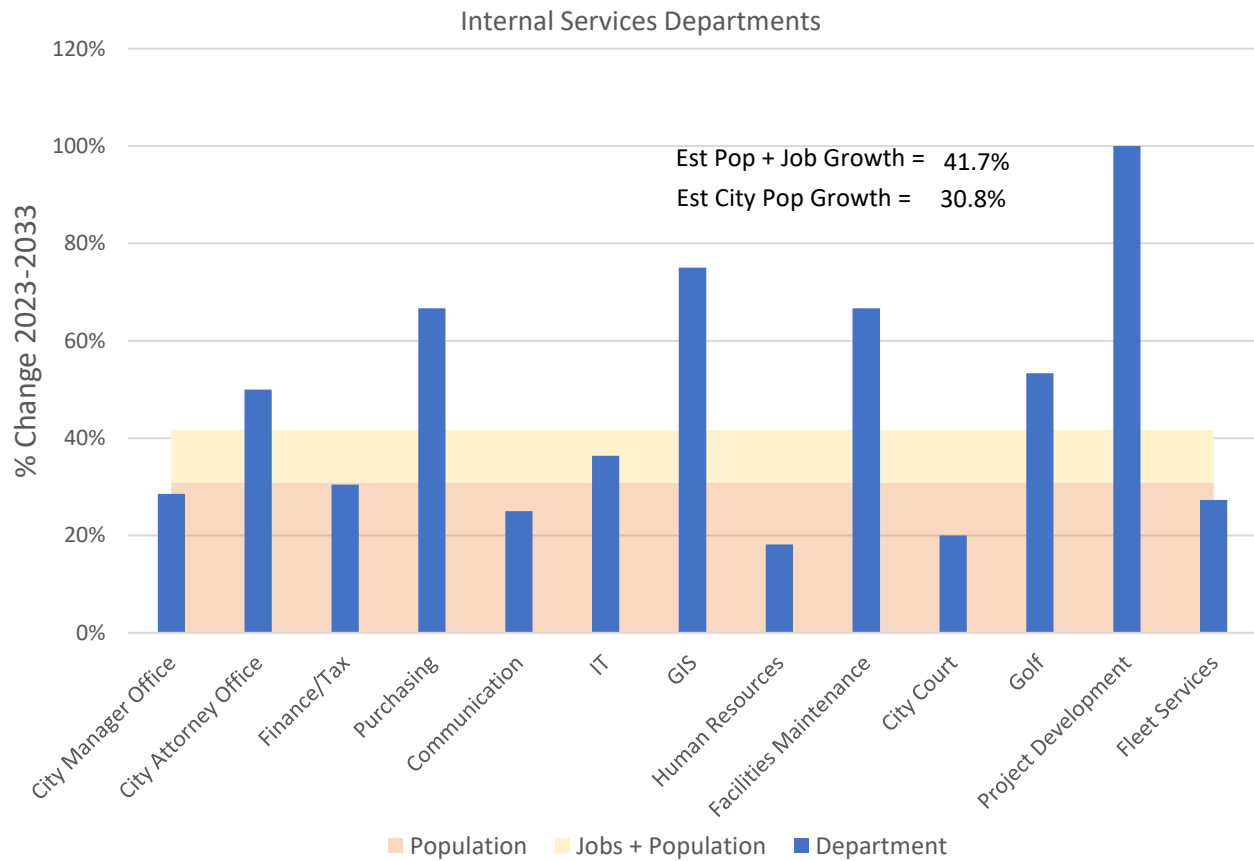
City Hall Departments - Future 2033

Department	Full-time		Gross Office S.F. Need				TOTAL	Space Increase Potential		
	2033 In-Office Empl Submitted Increase	Office Space	Conf Rm Space	Storage /File Space	Breakroom/ RR Space	Avg 2033 Out of Office Empl Increase		Potential Flex Space	Warehouse Space	
City Manager Office	2	375	38	30	60	503	1	108		
City Attorney Office	5	1,125	113	90	180	1,508	1	108		
Finance/Tax	7	1,750	175	140	280	2,345	0	0		
Purchasing	2	450	45	36	72	603	0	43		
Transportation	6	1,442	144	115	231	1,933	18	3,920		
Communication	1	363	36	29	58	486	1	118		
IT	6	1,610	161	129	258	2,157	2	336		
Engineering	2	446	45	36	71	598	1	261		
GIS	2	503	50	40	80	673	1	213		
Planning / Comm Dev	6	1,475	148	118	236	1,977	0	21		
Building and Codes	3	636	64	51	102	853	2	528		
Human Resources	2	440	44	35	70	590	0	52		
Facilities Maintenance	2	500	50	40	80	670	0	0		
City Court	1	250	25	20	40	335	0	0		
TOTAL	45	11,364	1,136	909	1,818	15,228	27	5,707	0	
2033 Growth Factor Totals	22	5,524	552	442	884	7,403	13	2,774	0	



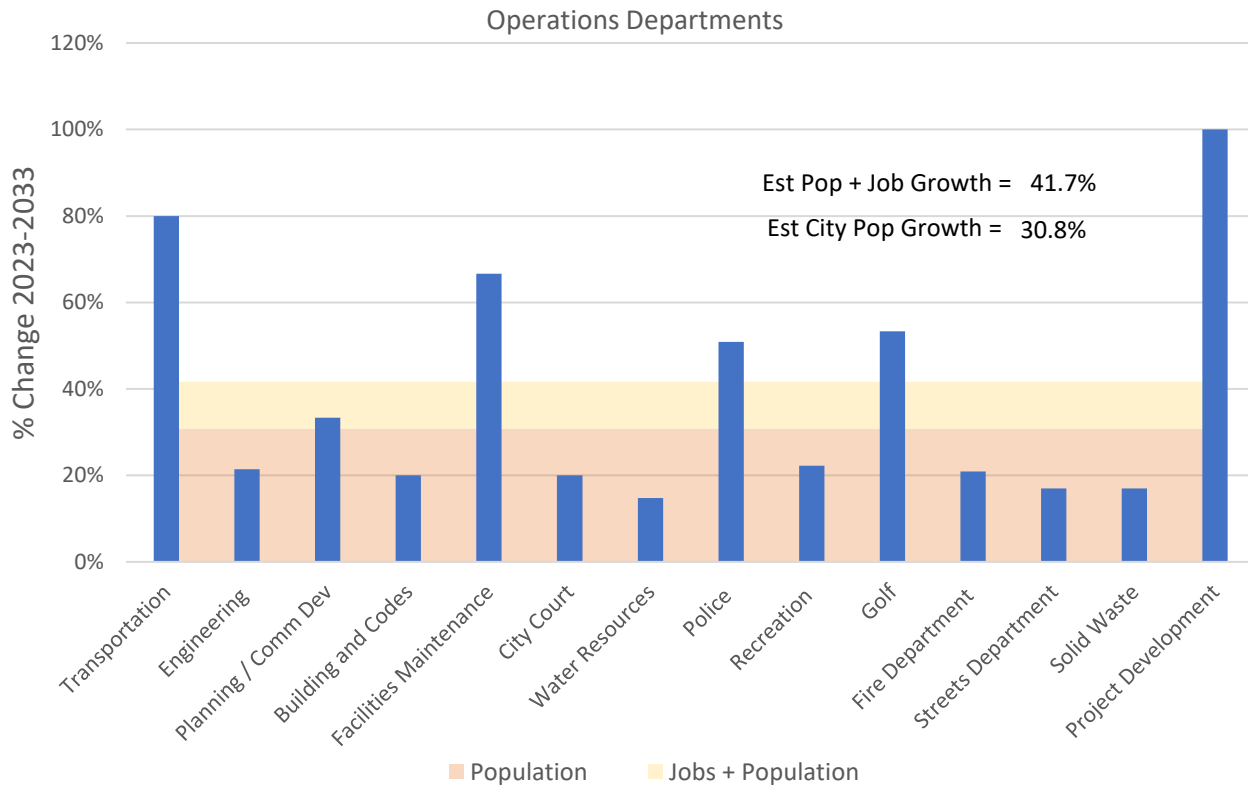
Internal Service Departments - Future 2033

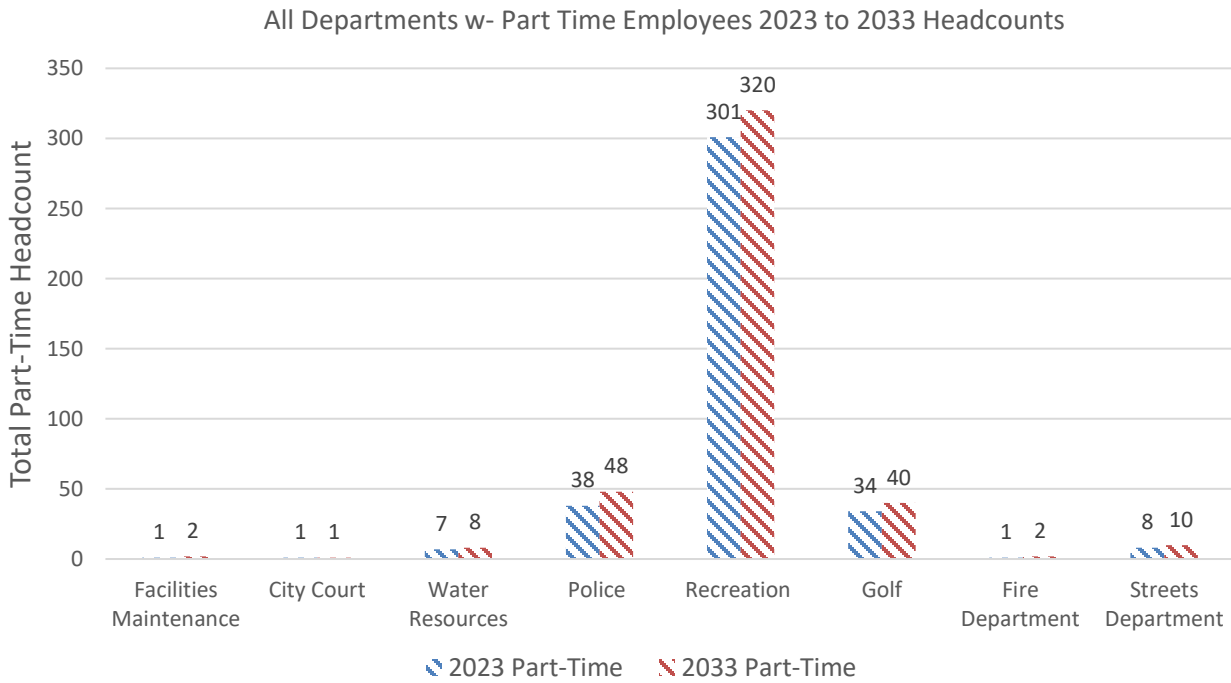
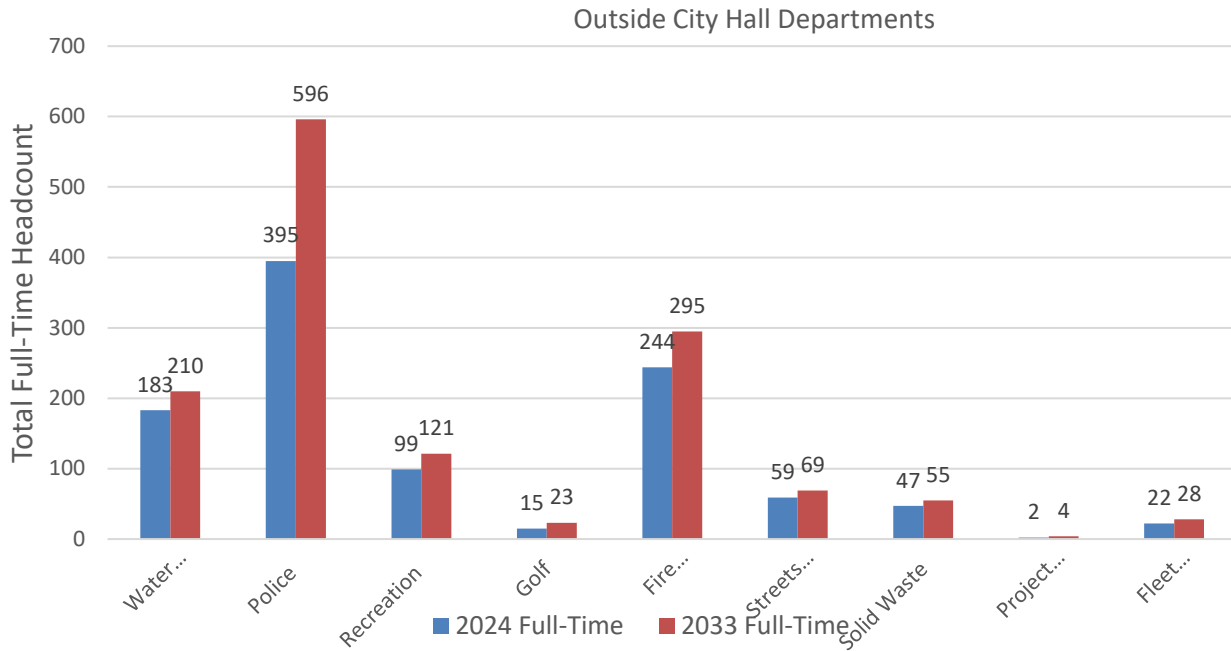
Department	Full-time	Gross Office S.F. Need				TOTAL	Space Increase Potential		
	2033 In-Office Empl Submitted Increase	Office Space	Conf Rm Space	Storage /File Space	Breakroom/ RR Space		Avg 2033 Out of Office Empl Increase	Potential Flex Space	Warehouse Space
City Manager Office	2	375	38	30	60	503	1	108	
City Attorney Office	5	1,125	113	90	180	1,508	1	108	
Finance/Tax	7	1,750	175	140	280	2,345	0	0	
Purchasing	2	450	45	36	72	603	0	43	
Communication	1	363	36	29	58	486	1	118	
IT	6	1,610	161	129	258	2,157	2	336	
GIS	2	503	50	40	80	673	1	213	
Human Resources	2	440	44	35	70	590	0	52	
Project Development	1	250	25	20	40	335	0	0	
Fleet Services	5	1,350	135	108	216	1,809	1	129	
TOTAL	33	8,215	821	657	1,314	11,007	5	1,106	0
2033 Growth Factor Totals	16	4,000	400	320	640	5,360	2	465	0



Operations Departments - Future 2033

Department	Full-time		Gross Office S.F. Need				TOTAL	Space Increase Potential		
	2033 In-Office Empl Submitted Increase	Office Space	Conf Rm Space	Storage /File Space	Breakroom/ RR Space	Avg 2033 Out of Office Empl Increase		Potential Flex Space	Warehouse Space	
Transportation	6	1,442	144	115	231	1,933	18	3,920	13,673	
Engineering	2	446	45	36	71	598	1	261		
Planning / Comm Dev	6	1,475	148	118	236	1,977	0	21		
Building and Codes	3	636	64	51	102	853	2	528		
City Court	1	250	25	20	40	335	0	0		
Water Resources	18	4,388	439	351	702	5,879	9	2,032	7,088	
Police	50	12,563	1,256	1,005	2,010	16,834	151	32,411		
Recreation	6	1,375	138	110	220	1,843	17	3,548		
Fire Department	38	9,563	956	765	1,530	12,814	13	2,741		
Streets Department	1	250	25	20	40	335	9	1,935	6,750	
Solid Waste	1	300	30	24	48	402	7	1,462	5,100	
TOTAL	131	32,687	3,269	2,615	5,230	43,801	227	48,859	32,611	
2033 Growth Factor Totals	291	72,750	7,275	5,820	11,640	97,485	185	39,715	32,611	





Adjacency Interaction Matrix

	City Manager Office	City Attorney Office	Finance/Tax	Human Resources	Purchasing	Communication	Engineering Department	Transportation	GIS	Planning Department	Building and Codes	Water Resources	Police Headquarters	Fire Department Admin	Recreation Department	Streets Department	Solid Waste	Fleet Services	IT	City Court
City Manager Office		5	4.5	4	3	2	3.5	2.5	2.5	4	2	2.5	3	3	2.5	2.5	1.5	1	4	1
City Attorney Office			4	4	4.5	1.5	2.5	2.5	1.5	4.5	2	3	3.5	3	3	2	1	1	3	1.5
Finance/Tax				3.5	4	2	3	3	2	3	3.5	2	3.5	3	3	2.5	2.5	2	3	2.5
Human Resources					2	4	4	2	3	2.5	2	3.5	3	2.5	3	3	3.5	2	3.5	1.5
Purchasing						2.5	3	3	2.5	1	1	4	3.5	3.5	4	3.5	3	2.5	3.5	1
Communication							2	3	3	3.5	2.5	3.5	4.5	4.5	4	1.5	1.5	1	4.5	1
Engineering Department								4	3	4	3.5	3.5	3	3	3	3.5	1.5	2.5	4	1
Transportation									3	4.5	2	2	2	2.5	1.5	2.5	3	4	3.5	1
GIS										4.5	3.5	3.5	4.5	4.5	3	2.5	2	1	4	1
Planning Department											5	4.5	2.5	4	2	2.5	2	1	3.5	1
Building and Codes												4.5	2	3	1.5	3	2.5	1.5	4	4
Water Resources													1.5	1.5	1.5	4	3.5	2.5	3	1
Police Headquarters														2	2	2	2	3.5	4	2.5
Fire Department Admin															2	2	2	1.5	3.5	4
Recreation Department																3.5	1.5	3	3.5	1
Streets Department																	3.5	3.5	3.5	1
Solid Waste																		5	3	1
Fleet Services																			3	1
IT																				3.5
City Court																				

5 = highly important
 4 = moderately important
 3 = average importance
 2 = moderately unimportant
 1 = not important

Raw Scores on Frequency of interacting with other Departments

	City Manager Office	City Attorney Office	Finance/Tax	Human Resources	Purchasing	Communication	Engineering Department	Transportation	GIS	Planning Department	Building and Codes	Water Resources	Police Headquarters	Fire Department Admin	Recreation Department	Streets Department	Solid Waste	Fleet Services	IT	City Court
City Manager Office		5	4	3	2	3.5	2.5	2.5	4	2	2.5	3	3	2.5	2.5	1.5	1	4	1	
City Attorney Office	5		4	3	2	2.5	2.5	1.5	4.5	2	3	3.5	3	3	2	1	1	3	1.5	
Finance/Tax	4	3		3	4	3	3	4	3	2	5	1	3	3	3	4	4	3	4	
Human Resources	4	4	4		3	5	5	2	5	3	2	4	2	2	3	3	4	2	4	
Purchasing	3	4	4	1		4	4	4	4	1	1	5	4	4	4	4	4	3	4	
Communication	2	1	1	3	1		3	3	3	3	2	3	4	4	3	1	1	1	4	
Engineering Department	5	3	3	3	2	1		5	3	4	4	3	1	1	1	5	1	4	3	
Transportation	3	2	2	2	2	3	3		3	5	2	2	2	2	1	2	4	3	4	
GIS	3	1	1	1	1	3	3	3		5	4	3	4	4	1	3	2	1	3	
Planning Department	5	4	4	2	1	4	4	4	4		5	4	3	3	2	3	2	1	4	
Building and Codes	3	2	2	2	1	3	3	2	3	5		4	3	3	1	3	3	1	4	
Water Resources	3	3	3	3	3	4	4	2	4	5	5		2	2	1	4	4	2	3	
Police Headquarters	3	4	4	4	3	5	5	2	5	2	1	1		2	3	2	2	3	4	
Fire Department Admin	3	3	3	3	3	5	5	3	5	5	3	1	2		3	2	1	3	4	
Recreation Department	3	3	3	3	4	5	5	2	5	2	2	2	1	1		3	2	3	4	
Streets Department	2	1	1	3	3	2	2	3	2	2	3	4	2	2	4		4	3	4	
Solid Waste	2	1	1	3	2	2	2	2	2	2	2	3	2	2	1	3		5	4	
Fleet Services	1	1	1	2	2	1	1	5	1	1	2	3	4	4	3	4	5		4	
IT	4	2	2	3	3	5	5	3	5	3	4	3	4	4	3	3	2	2		
City Court	1	2	4	2	1	1	1	1	1	1	4	1	4	1	1	1	1	1	3	

APPENDIX A

Current City Facilities – Space Classification

Address	Department	Stories	SqFt	Office Space Estimate	Conference Room Estimate	Storage/File Space Estimate	Warehouse/ Equip Storage Space Est.	Breakroom / Locker Room space	Sleeping Quarters	Client Description
1004 N HIGHLAND AVE	POLICE	1	125,000	84,372	6,642	17,902	2,184	13,900		POLICE HEADQUARTER
111 W VINE ST	ADMINISTRATION	2	50,000	40,892	2,148	724		548		CITY HALL
111 W VINE ST	PARKS	2	126,700							CIVIC PLAZA
120 DEJARNETTE LN	PARKS	1	2,000		280	100		1,620		MCKNIGHT PARK - CONCESSIONS STAND
120 DEJARNETTE LN	PARKS	1	7,500	120		300		7,080		MCKNIGHT PARK - STAR*PLEX
120 DEJARNETTE LN	PARKS	1	576				576			MCKNIGHT PARK - BULLLUCK GARAGE
120 DEJARNETTE LN	PARKS	1	4,000	500			3,000	500		MCKNIGHT PARK - MAINTENANCE BLDG
120 DEJARNETTE LN	PARKS		1,368				144	1,324		MCKINIGHT PARK - MIRACLE FIELD - CONCESSIONS
1311 JONES BLVD	FIRE	1	4,600	1,800			2,400	400		LOGISTICS BLDG
1511 MERCURY BLVD	FIRE	1	4,247	100		230	1,950	1,427	540	FIRE STATION #3
1725 S CHURCH ST	WATER RESOURCES	1	3,600				3,600			MAINTENANCE BLDG
1725 S CHURCH ST	WATER RESOURCES	1	7,464	2,141	963	1,157		3,203		WATER & SEWER OP
1725 S CHURCH ST	WATER RESOURCES	1	14,500	2,900			11,600			WATER & SEWER STO (EST. NO PLANS)
1725 S CHURCH ST	WATER RESOURCES	1	10,860				10,860			WATER & SEWER, WA
1725 S CHURCH ST	WATER RESOURCES	1	8,040				8,040			WATER & SEWER STO
1725 S CHURCH ST	WATER RESOURCES	2	3,660	350			3,310			WATER & SEWER MAINTENANCE BUILDING
1725 S CHURCH ST	WATER RESOURCES	3	6,000				6,000			EQUIP STOR UNHEATED
1725 S CHURCH ST	WATER RESOURCES	4	1,800				1,800			EQUIP STOR UNHEATED
1730 E NORTHFIELD BLVD	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION #8
2032 BLANTON DR	WATER RESOURCES	2	16,346				16,346			OLD HEADWORKS - SCREENING/GRIT BL
2032 BLANTON DR	WATER RESOURCES	2	90,519	480			89,754	283		SLUDGE HANDLING BIOSOLIDS DEWATERING
2032 BLANTON DR	WATER RESOURCES	1	2,790	340		200	2,250			OFFICES, MAIN MCC, & WELDING SHOP(OLD CHLORINE BUIL)
2032 BLANTON DR	WATER RESOURCES	1	6,657	940		225	4,604	906		OPERATOR CONTROL
2032 BLANTON DR	WATER RESOURCES	1	1,765	341		330	976			GARAGE
2032 BLANTON DR	WATER RESOURCES	1	2,159				2,159			ELECTRICIANS STORAGE
2032 BLANTON DR	WATER RESOURCES	1	12,767	4,265	853	2,076	5,036	536		ADMIN/LAB MAINT.& INSPECTOR OFFICES & STORE ROOMS(OLD OZONE AND FILTER)
2032 BLANTON DR	WATER RESOURCES	1	7,770	2,400		3,054	2,016	300		
220 NW BROAD ST	FIRE	1	10,236	8,836	1,300			100		FIRE ADMINISTRATION
225 BRIDGE AVE	PARKS	1	17,309	2,446	2,480	1,460		10,923		MCFADDEN COMM. CT
2302 MEMORIAL BLVD	FIRE	1	8,000	150			2,650	3,000	1,200	FIRE STATION #6
2310 MEMORIAL BLVD	PARKS	1	50,446	2,094	1,872	1,652	2,740	42,088		SPORTSCOM
2715 N THOMPSON LN	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION #7
2880 RUNNYMEADE DR	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION #2
300 NW BROAD ST	WATER RESOURCES	1	7,850	6,500	500	500		350		WATER & SEWER ADM(EST NO PLANS)
3006 FLORENCE RD	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION #5
311 OVERALL ST	STREETS	1	3,404	1,200	1,200		1,000			OLD SOUTHLAND SUP
320 S CHURCH ST	PARKS	1	31,200				31,200			COURIER BLDG
331 OVERALL ST	STREETS	1	5,600				5,600			URBAN ENVIRONMENT

Address	Department	Stories	SqFt	Office Space Estimate	Conference Room Estimate	Storage/File Space Estimate	Warehouse/ Equip Storage Space Est.	Breakroom / Locker Room space	Sleeping Quarters	Client Description
4753 FLORENCE RD	FLEET	1	19,325	2,100		500	13,325	400		FLEET SERVICES
4765 FLORENCE RD	SOLID WASTE	1	8,540	1,642	1,750	250	770	4,190		SOLID WASTE
4765 FLORENCE RD	SOLID WASTE	1		N/A	N/A	N/A	N/A	N/A	N/A	MULCHING FACILITY
4765 FLORENCE RD	SOLID WASTE	2	44,760				44,760			SOLID WASTE - 8 LEAN-TO BLDGS
4765 FLORENCE RD	SOLID WASTE	1	400	400						SOLID WASTE-PRE-FAB BLDG
521 MERCURY BLVD	PARKS	1	4,000					4,000		PATTERSON PARK PAVILLION
521 MERCURY BLVD	PARKS	1	110,449	3,438	3,780	10,724	969	91,538		PATTERSON PARK COMMUNITY CENTER
620 W MAIN ST	STREETS	1	1,681	192			1,489			FACILITIES MAINTENANCE BUILDING
620 W MAIN ST	STREETS	1	6,000	1,750			3,500	750		ST. DEPT.,OFFICE
697 VETERANS PARKWAY	PARKS	1	2,000		241	200		1,559		CONCESSION STAND
697 VETERANS PARKWAY	PARKS	1	2,000	241		200		1,559		CONCESSION STAND
697 VETERANS PARKWAY	PARKS	1	2,800	300			2,500			MAINTENANCE SHOP
697 VETERANS PARKWAY	PARKS	1	2,372	1,800	250			272		PARK ADMINISTRATION OFFICES
697 VETERANS PARKWAY	PARKS	1	3,200	168	1,200			1,832		WILDERNESS STATIO
701 BRIDGE AVENUE	FIRE	4	1,864		784			1,080		DOUG YOUNG TRAINING FACILITY
711 JOE B JACKSON PKWY	STREETS	1	2,025	848		420		757		ENGINEERING INSPECTOR OFFICES
802 CASON LN	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION #9
906 INDUSTRIAL DR	POLICE	1	13,220	900	3,500	200	4,890	3,630		POLICE SPECIAL OPS
925 GOLF LN	PARKS	1	66,837	778	195	938		67,840		ADAMS INDOOR TENIS COMPLEX
2565 VETERANS PKWY	FIRE	1	5,710	390		162	2,561	1,975	622	FIRE STATION # 10
312 S FRONT ST	PARKS	1	1,200	600		520		80		MCKNIGHT HOUSE
312 S FRONT ST	PARKS	1	2,700	550	550			1,600		VILLAGE VISITOR C
410 S ACADEMY ST	PARKS	1	12,257	740	2,624	1,364		6,404		BRADLEY ACADEMY MUSEUM
5528 SAM JARED DR	WATER RESOURCES	1	81,125	19,292	2,370	2,907	54,780	1,776		STONES RIVER WATER PLANT
5528 SAM JARED DR	WATER RESOURCES	1	3,000				3,000			STONES RIVER WATER OUTBUILDING
5528 SAM JARED DR	WATER RESOURCES	1	2,000				2,000			STONES RIVER WATER OUTBUILDING
E VINE ST & S SPRING ST	FIRE	1	10,400	650			5,800	1,600	2,350	FIRE STATION #1
515 CHERRY LANE	PARKS		8,450		3,100			5,350		SIEGEL PARK CONCESSION BUILDING
304 CHERRY LANE	PARKS		5,500				5,500			SIEGEL PARK - MAINTENANCE BLDG
813 CHERRY LANE	PARKS		4,500					4,500		SIEGEL PARK - SOCCER BATHROOMS AND PAVILLION
905 CHERRY LANE	PARKS		6,829					6,829		SIEGEL PARK CONCESSION BUILDING 2
1321 MEDICAL CENTER PARKWAY	FIRE	2	17,160	600			5,700	9,470	1,390	FIRE STATION #4
3924 BLAZE DRIVE	FIRE	1	7,500	741			4,169	3,509	848	FIRE STATION #11
205 NORTH WALNUT	ADMINISTRATION	2	51,613	25,000			18,131	2,500		OFFICE BUILDING LEASED TO MTEMC
630 W MAIN ST	HUMAN REOSOURCES		4,600	1,800	850		550	1,400		TRAINING CENTER
630 W MAIN ST	STREETS	1	16,650				16,150	500		STREET DEPARTMENT
1526 W COLLEGE ST	PARKS		1,553	1,393				160		JAMESON HOUSE
1037 CHERRY LANE	ENGINEERING		2,823							CONSTRUCTION PROJECT OFFICE
2140 THOMPSON LANE	PARKS/FIRE	2	15,360	5,694	654	443	505	8,064		ADMINISTRATIVE OFFICES FOR PARKS AND FIRE DEPARTMENTS
316 ROBERT ROSE	WATER RESOURCES	2	18,465							WATER & SEWER ADM (FUTURE; CURRENTLY UNOCCUPIED)
1406 CENTRAL VALLEY RD	WATER RESOURCES	1	2,960				2,960			MAINTENANCE SHOP
1406 CENTRAL VALLEY RD	WATER RESOURCES	1	1,920				1,920			OPEN EQUIPMENT SHED

Address	Department	Stories	SqFt	Office Space Estimate	Conference Room Estimate	Storage/File Space Estimate	Warehouse/ Equip Storage Space Est.	Breakroom / Locker Room space	Sleeping Quarters	Client Description
3574 LEANNA RD	WATER RESOURCES	1	2,800				2,800			MAINTENANCE SHOP
3574 LEANNA RD	WATER RESOURCES	1	6,000				6,000			OPEN EQUIPMENT SHED
3574 LEANNA RD	WATER RESOURCES	1	7,632				7,632			OPEN STORAGE BARN
3574 LEANNA RD	WATER RESOURCES	1	1,056				1,056			OPEN FRONT STORAGE BARN
1930 MEMORIAL BLVD	AIRPORT		16346	3,307	2,859	432		9,748		AIRPORT
GOLF LANE	GOLF		6000				6,000			GOLF CART BARN
GOLF LANE	GOLF		6700	300				6,400		GOLF CLUBHOUSE
GOLF LANE	GOLF		6600	400			5,325	875		GOLF MAINTENANCE
			TOTALS	241,131	42,945	49,980	459,342	350,510	10,060	

Appendix B – Current City Facilities Conference Room Assessment

Locations	Sq. Footage	Capacity
POLICE HEADQUARTES	6,642	355
LL Roll Call		104
LL Meeting Rm		8
LL Conf A		16
LL EOC Conf		17
ML Meeting by WR		4
ML Conf		4
ML CID Briefing		28
ML Meeting A		15
ML Meeting B		9
ML CID Meeting		6
ML Training		30
ML Classroom A		18
ML Classroom B		18
Community Room		40
UL Executive Conference		30
UL Meeting A		8
CITY HALL	1,830	89
1F Admin Conf	350	15
1F HR Conf	120	8
1F Legal Conf	275	11
2F 218	805	42
2F Conf A	280	13
MCKNIGHT PARK - CONCESSIONS STAND		Office Space Now
WATER & SEWER OP	963	28
Airport	2,859	90
ADMIN OFFICES FOR PARKS AND FIRE DEPARTMENTS	1,208	42
Multipurpose Room	442	16
Shared Conference	228	8
Training	286	8
Fire Conference	252	10
FIRE ADMINISTRATION (Temporary Space)	1,008	16
MCFADDEN COMM. CT	2,080	61
Meetig Rm A	400	28
Meeting Rm B	840	20
Classroom	840	13
SPORTSCOM	1,872	75
WATER & SEWER ADM (Temporary Space)	300	9
PARKS & REC MAINT	1,200	20
VILLAGE VISITOR CENTER (LIONS CLUB)	2,079	75

Locations	Sq. Footage	Capacity
WATER & SEWER ADM (ROSE PARKS)	1,825	60
Board Meeting Room	1,360	40
Conference	465	20
BRADLEY ACADEMY MUSEUM	2,624	126
Auditorium	1,911	90
Small Conference	713	36
SOLID WASTE	1,750	71
SIEGEL PARK CONCESSION BUILDING	1,200	60
PATTERSON PARK COMMUNITY CENTER	3,085	123
PPCC Conf A	985	41
PPCC Conf B	1,060	41
PPCC Conf C	1,040	41
STONES RIVER WATER PLANT	2,659	76
1st Floor Conference	1,395	35
2nd Floor Conference	264	8
3rd Floor Conference	1,000	33
TRAINING CENTER	850	24
CONCESSION STAND 1		Office Space Now
PARK ADMINISTRATION OFFICES		Office Space Now
WILDERNESS STATION	1,720	75
DOUG YOUNG TRAINING FACILITY	784	48
POLICE SPECIAL OPS	2,220	44
Spec Ops Back Conf	1,380	26
Spec Ops Front Conf	840	18
ADAMS INDOOR TENIS COMPLEX		Office Space Now
OLD MED BUILDING (Temporary Space)	1,428	27
	59,717	

Appendix C – Headcount Planning Projections

Headcount Planning Overview

Headcount planning is the strategic process of creating and implementing growth initiatives for a Department's employee headcount to achieve short and long-term goals that align with City Council's priorities. Simply put, it's planning to hire people to meet the City's growing needs while maintaining or increasing levels of service.

Headcount planning is intended to forecast and predict citizen needs, workforce availability, regulatory changes, new technology or other innovations and how anticipated growth in population and jobs impact a Department's future personnel requirements.

Using the best available personnel information should provide insights to inform a Department's headcount planning process, and decisions should be based around data while factoring in high probability "what ifs." Common workforce metrics that should influence headcount strategy include:

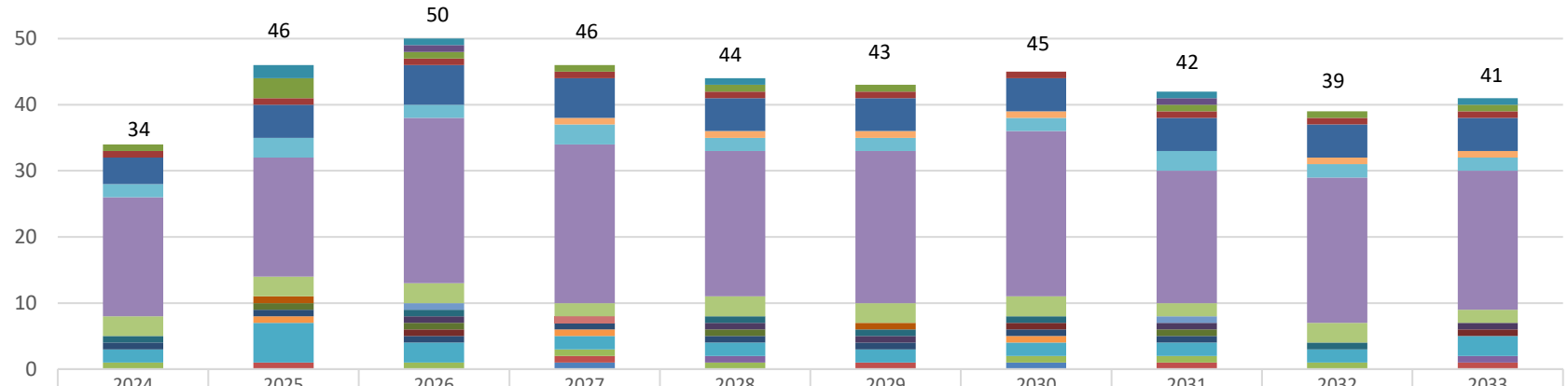
- Performance ratings
- Position requirements
- Employee skill sets, certifications and licenses
- Attrition rates, overall and by department
- Departmental hierarchy and organizational structure
- Retirement eligibility data
- Classification and compensation data in comparison to neighboring municipalities

Supporting current and future City goals and Council priorities is the key advantage of headcount planning. Additionally, headcount planning affords:

- Better budget forecasting is possible because headcount planning enables Departments to foresee how many people they will require in the future.
- Better resource allocation: Departments distribute resources more effectively if they know how many and what kind of person they will need in the future.
- Better talent acquisition: Departments may use headcount planning to determine the talents and expertise they will need in the future, which can guide their recruiting and hiring efforts.
- Enhanced organizational structure: A better organizational structure may be created with the use of headcount planning in order to meet Council's future goals and objectives.
- Increased employee retention: Departments should improve employee engagement and retention by creating a more favorable work environment with a clear grasp of their future staffing needs.
- Better Succession Planning: Departments should successfully prepare for critical employee transitions, retirements, and promotions by comprehensively grasping their future workforce needs.
- Improved decision making: Better strategic decision-making and workforce planning is possible when Departments have a clear picture of the future workforce.
- Better cost management: Cost management is improved because Departments may prevent overstaffing or understaffing, which can lead to unforeseen expenses or decreased levels of service.

The chart on the next page shows a timeline over the next 10 years that would ideally budget for additional staff within each Department.

Headcount Increase by Department by Year



	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fleet Services		2	1		1			1		1
Project Development			1					1		
Solid Waste	1	3	1	1	1	1		1	1	1
Streets Department	1	1	1	1	1	1	1	1	1	1
Fire Department	4	5	6	6	5	5	5	5	5	5
Golf				1	1	1	1		1	1
Recreation	2	3	2	3	2	2	2	3	2	2
Police	18	18	25	24	22	23	25	20	22	21
Water Resources	3	3	3	2	3	3	3	2	3	2
City Court				1						
Facilities Maintenance			1					1		
Human Resources		1				1				
Building and Codes	1		1		1	1	1		1	
Planning / Comm Dev			1		1	1		1		1
GIS		1	1		1			1		
Engineering			1				1			1
IT	1	1	1	1	1	1	1	1		
Communication		1		1			1			
Transportation	2	6	3	2	2	2	2	2	2	3
Purchasing					1					1
Finance/Tax	1		1	1	1		1	1	1	
City Attorney Office		1		1		1		1		1
City Manager Office				1			1			

Water Resources Department Headcount Planning Summary

The Water Resources Department headcount increase from current FY24 to proposed FY34 is estimated at 16%, or roughly half of the expected population increase for the City of Murfreesboro. 16% percent increase equates to a total of 28 new personnel for MWRD. The 28-personnel headcount increase is anticipated to occur per the breakdown in the following divisions:

MWRD Division	Current FY24 Budget	Future FY34 Budget	Employee Increase
Administration	11	15	4
Customer Service	9	9	0
Engineering	18	24	6
Water Treatment Plant	31	31	0
Operations & Maintenance	67	76	9
AMI/Field Services	10	10	0
Water Resource Recovery Facility	35	42	7
Stormwater	9	11	2
TOTALS	190	218	28

The population increase for Murfreesboro is projected as 31% between 2023 and 2033. The reason behind the Water Resources Department headcount increasing by only half of the population increase is due to the Department’s water distribution system and water treatment plant not expanding. The drinking water system, including water storage tanks, and the Stones River drinking water treatment plant are fixed in size and capacity. Consolidated Utility District (CUD) of Rutherford County is the drinking water supplier for approximately 50% of the City of Murfreesboro currently and is the primary provider supporting population growth in Murfreesboro through 2033 and beyond.

The sanitary sewer collection system, storm water conveyance system and water resource recovery facility are assumed to expand over the next 10 years to support population and job growth. The headcount increases in these areas of utility service assumes that the water resources recovery facility will be capable of being expanded by receiving an expanded National Pollutant Discharge Elimination System (NPDES) permit into the West Fork Stones River.

Murfreesboro Fire and Rescue Department Headcount Planning Summary

MFRD Division	Current FY24 Budget	Future FY34 Budget	Employee Increase
Administration	12	14	2
Fire Marshals Office	6	10	4
Battalion Chiefs	6	9	3
Firefighter- 2 new stations	216	252	36
Training Division	5	10	5
TOTALS	245	295	50

The reason for a 15.9% headcount increase will be the size of our department, with two stations planned in the near future. Personnel will be needed to provide adequate training for the total number of employees. Administration and Battalion Chiefs will be required due to the added workload and span of

control. The Fire Marshal's office oversees inspections for all new and existing construction, plans review, public education, and PR events. An increase will be needed to keep up with NEPA fire inspections due to the city's growth.

Public Works Headcount Planning Summary

The Public Works Department headcount increase from current FY24 to proposed FY34 is estimated at roughly 25%. The 25% percent increase equates to a total of 39 new personnel for Public Works. The 39-personnel headcount increase is anticipated to occur per the breakdown in the following divisions:

Public Works	Current FY24 Budget	Future FY34 Budget	Employee Increase
Administration (all depts)	15	23	8
Street	62	72	10
Solid Waste	42	48	6
Facilities Maintenance	15	24	9
Project Development	2	4	2
Fleet Services	19	23	4
TOTALS	155	194	39

According to the American Public Works Association, “public works is the combination of physical assets, management practices, policies, and personnel necessary for government to provide and sustain structures and services essential to the welfare and acceptable quality of life for its citizens.” Public works includes Street, Solid Waste, Fleet, Facilities, and Vertical Construction all carried out by the City of Murfreesboro for the benefit of citizens and internal customers.

The population increase for Murfreesboro is projected as 31% between 2023 and 2033. The 25% estimated personnel growth for the Public Works Department will allow it to maintain the level of services set forth by the City Council for the next ten years. Public Works long term plan includes the building for a new facility on the south side of the city with services divided between the north side and south facilities to provide services more efficient for the citizens of Murfreesboro.

Facilities break down 2024:

Street housing: four FT tech’s, one FT Custodian, two FT VC Managers, and one PT Laborer.
(this is not calculated in the above table)

City Hall houses: three FT Custodians and one PT Custodian.

PD houses: four FT Custodians.

Additional Facilities 2033 projected break down:

Administrative person – one for city works.

Additional Tech’s – Three to handle day today verse work orders. Balance workload.

New Transit - two Custodians (24 HR Facility)

Public Works New facility – Add one full time additional.

New P&R & FIRE Admin – two Custodians but currently contracted for six months

Note: Facility numbers include the two project development employees.

Human Resources Headcount Planning Summary

Human Resources	Current FY24 Budget	Future FY34 Budget	Employee Increase
Management	3	3	0
Benefits Administration	1	1	0
Claims Specialist	1	1	0
HR Generalist	1	1	0
HR Assistant	3	4	1
Training & Development Mgr.	1	1	0
Safety Officer	1	1	0
Support Specialist	0	0	0
Training Coordinator	0	1	1
TOTALS	11	13	2

The reason for an 18.2% increase in headcount is to support the anticipated increase in total employee count in the City, and a Training Coordinator will be needed to assist in developing and implementing more leadership training programs.

Recreation Services Headcount Planning Summary

Recreation	Current FY24 Budget	Future FY34 Budget	Employee Increase
Administration	3	3	0
Admin Support	6	9	3
Programming	15	19	4
Operations	28	32	4
Maintenance	40	48	8
Custodial	7	10	3
Combined PT	301	320	19
Total	400	441	41

Golf	Current FY24 Budget	Future FY34 Budget	Employee Increase
Administration	1	1	0
Admin Support	1	2	1
Programming	1	3	2
Operations	5	6	1
Maintenance	7	10	3
Custodial	0	1	1
Combined PT	34	40	6
Total	49	63	14

The fundamental approach to the assessment of anticipated staff increase within the Recreation Services Division is based on practical assumptions and goal based rather than a generic percentage increase. For example, the Golf Department would like to expand professional skill development and provide more opportunities for individuals of all ages to learn the game, hence an increase in programming staff. Parks & Recreation is anticipating developing a specialty landscaping crew that will eliminate the need for outsourcing as well as adding programming staff large scale event coordination which explains the

associated staff adjustments.

While staff needs were considered in this forecast for Veterans Park, additions of other unknown facilities were not. From 2014 – 2024 there was a 29% increase in Parks & Recreation full time staff due to adding and renovating multiple facilities. Should more facilities be implemented, such as the HWY 96 concept, a more dramatic staffing increase should be expected.

Strategic Services Division Headcount Planning Summary

The Strategic Services division is made up of the Communications, IT, and Purchasing Departments, with a current headcount of 33 and proposed FY34 estimate of a 12 person increase. (Note the Strategic Partnership/Grant Manager position is included in the Administration headcount.)

Strategic Services	Current FY24 Budget	Future FY34 Budget	Employee Increase
Communications	8	10	2
IT	22	30	8
Purchasing	3	5	2
TOTALS	33	45	12

The Communications Department has considered growth predictors for staffing that are based on evolving multimedia platforms for governmental transparency, effective communication strategies, and succession planning. Communications has recently added a Webmaster (FY22) and incorporated the City’s existing PIO into the department (FY24), expanding the role and needed support beyond CityTV. There is also a growing need to accommodate off-site meetings, such as at the airport, and potential for the department to move out of City Hall and into a different building. This increases the need to meet expectations and capacity to provide onsite audio/video/IT tech to the council chambers, other meetings in City Hall, the airport, and other/future City facilities.

The IT Department is in a unique position to respond to the growth of operational staff and services of City departments and to the changes of operational processes that are becoming technology-based at rapid rates. With anticipated developments in cloud computing, cybersecurity, and smart city initiatives, the IT Department must prepare for interdepartmental collaboration and governance. It is important to consider an increase in headcount to right-size the existing staff workload to match industry standards and benchmarks; it is also important to note that additional strategic planning for the IT department is critical to align with enterprise-wide objectives, goals and strategies. Each City department that the IT team supports brings specific needs for facilities, staff, vehicles, and specialized equipment. For example, our Public Safety IT team currently consists of eight staff. They support the MPD headquarters and emergency communications center, secondary police facilities, 11 Fire Stations, the Fire logistics building, and the Fire Administration building. There are 442 police employees and 275 vehicles in the police fleet and there are 244 fire employees and 25 MFRD vehicles. Each of these personnel and each vehicle is equipped with essential technology. With these and all City departments, the IT Department leverages a variety of professional services to provide products and expertise that are labor-intensive for project and vendor management, underscoring the importance of comprehensive security measures to safeguard the City’s IT infrastructure and support.

The Purchasing Department was created in FY16 and has established new resources for a centralized procurement system. While the department has implemented electronic online bidding to streamline the bidding process, it is anticipated that more of the bidding process that has traditionally been given to professional services providers will be done by the Purchasing Department. There has already been a

slow transition to this, whereby the architect or engineer provides the specifications and required stamped plans, but the Purchasing Department handles all of the bidding process, i.e., Instructions to Bidders, Advertisements, Questions/Answers to bid questions, documentation verification, and bid opening and resulting contract documents. The Purchasing Department will continue to work with design professionals on those subject matters that they are not qualified to perform, but the bids (and resulting workload) will increase based on this change of process. In addition, it is anticipated that by FY34, the Department will be handling more of Water Resources and Engineering Dept. bids, many of which are now being handled by their professional services providers. There is also a potential future need for a procurement specialist assigned to federal projects for the Transportation/Transit and other departments, assigned to research requirements and circulars, oversee the bid process, and maintain due diligence specific to these federal projects.

The Strategic Services Division plays a pivotal role in adapting to the growth of services across City departments and ensures optimal support for the organization and the broader City community.

Murfreesboro Police Department Headcount Planning Summary

MPD	FY24 Budget	FY34 Budget	Employee Increase
Certified	316	465	149
Communications	43	77	34
Non-certified	36	68	32
Part-time	38	48	10
TOTALS	433	658	225

When projecting personnel requirements for an ever-growing city, we continue to utilize the police officer to population ratio as a standard measurement to determine future personnel needs. As part of the Federal Bureau of Investigation publication, *Crime in the United States, 2019*, cities in the South had a rate of 2.5 full-time law enforcement officers per 1,000 residents. The South region is subdivided into geographic divisions, including the East South-Central Division (ESCD), where Tennessee is located along with Kentucky, Mississippi, and Alabama. Cities within the ESCD, with a population between 100,000 - 249,000, had a rate of 2.4 full-time law enforcement officers per 1,000 residents. When you consider the FBI data along with evaluating the ability and capacity to hire and train police officers, MPD has established the goal of reaching a ratio of 2.1 officers per 1,000 residents. Currently, MPD has 316 certified police positions as part of the FY24 budget, which based on current population numbers, places us at a ratio of 1.90 full - time law enforcement officers per 1,000 residents. This 1.90 ratio does not factor in current vacancies which would reduce the current operating ratio.

To reach a 2.1 ratio by the end of FY34, MPD would need to add 149 new positions. This would require on average, the addition of 15 certified positions during each, upcoming fiscal year. Once the goal of reaching a 2.1 ratio full-time officers per 1,000 residents is achieved, the methodology for staffing needs can be adjusted to include workload indicators along with other factors.

The challenge for agencies across the Nation is to address turnover rates and stabilize the volatile hiring and retention issues surrounding law enforcement. MPD has the additional challenge of growing an agency to keep pace with a rapidly developing city while competing with a strong job market outside of the law enforcement field. In doing so, we must be prepared to adjust to challenges in our approach to staffing. These challenges include changes in economic conditions, crime trends, and population trends and as more recently experienced, the capacity to recruit, hire, and train new police officers. Although it would be ideal to match the 2.4 officers per 1,000 resident ratios seen in other cities located in the ESCD, we must be realistic in the immediate goals while making appropriate adjustments to strategies as we

move forward.

Public Infrastructure Engineering Headcount Planning Summary

The Engineering Department headcount increase from current FY24 to proposed FY34 is estimated at 4 new personnel. The personnel headcount increase is anticipated to occur per the breakdown in the following divisions:

Engineering	Current FY24 Budget	Future FY34 Budget	Employee Increase
City Engineer	1	1	0
Assistant City Engineer	0	1	1
Engineer in Training	1	1	0
Project Coordinator	3	3	0
Operations Manager	1	1	0
Permit Technician	1	0	-1
Senior Inspector	3	3	0
Inspector	4	5	1
Right of Way Coordinator	0	1	1
Administrative	0	1	1
TOTALS	14	17	3

The Engineering Department plans to add an Assistant City Engineer primarily to coordinate with new developments and the current public infrastructure. The position will also assist the City Engineer with various administrative duties as there is currently only one professional engineer in the department. The department also plans to add a support specialist to assist with administrative needs. The final planned change is to expand the right of way coordination group by moving the permit technician to a right of way coordinator and adding a right of way inspector.

Public Infrastructure Transportation Headcount Planning Summary

The Transportation Department headcount increase from current FY24 to proposed FY34 is estimated at 30 new personnel. The personnel headcount increase is anticipated to occur per the following breakdown:

Transportation	Current FY24 Budget	Future FY34 Budget	Employee Increase
Transportation Director	1	1	0
Deputy Director/City Traffic Engineer	1	1	0
Senior Traffic Engineer	1	1	0
Traffic Engineer	1	1	0
Senior Signal Tech	1	1	0
Signal Tech II	1	1	1
Signal Tech I	2	2	1
Lead Sign Tech	1	1	0
Sign Tech	1	2	2
Assistant Director MPO	0	1	1

Transportation	Current FY24 Budget	Future FY34 Budget	Employee Increase
Transportation Planner	0	1	1
Transit Director	0	1	1
Assistant Transit Director	1	1	0
Transit Planner	0	1	1
Grant/Compliance Manager	0	1	1
Operations Manager	1	1	0
Operations Supervisor	2	3	1
Admin Assistant	1	1	0
Drivers	16	32	16
TOTALS	30	54	24

The Transit division of Transportation will become a separate city department sometime in the future. We have plans to expand transit services both soon and over the next 10 years. With this expansion it will be necessary to have both a Transit Director and an Assistant Director as well as a Transit Planner, Grant/Compliance Manager, an additional Supervisor, more Drivers, fleet and building Mechanics plus Custodians. FTA has many more regulations to abide by the larger your service becomes. Some of that depends on fleet size and some of it depends on total number of transit related employees. With the completion of the Transit Center a year away, the addition of a Compliance Manager and new facility related employees needs to be budgeted now. In FY26 we will add a few additional drivers.

Murfreesboro has embarked on the development of its own MPO, a minimum of two additional employees will be required to implement this new endeavor, should the 2030 Census identify the growth to a large urban zone, additional employees will be needed. Traffic staff will need to increase based on the number of systems that are deployed in the future.

Legal Department Headcount Planning Summary

Legal	Current FY24 Budget	Future FY34 Budget	Employee Increase
City Attorney	1	1	0
Deputy City Attorney	2	2	0
Assistant City Attorney	4	5	1
Staff Attorney	0	2	2
Paralegal/Legal Assistant	3	4	1
Risk Manager	0	1	1
TOTALS	10	15	5

Over the past five years, the Legal Department has added two attorney positions due to an increase in the demand for legal services from other City departments. This demand for services is likely to increase over the next ten years as the City's operations and workforce continue to expand in response to population growth and economic development. The addition of two to three attorneys and one paralegal/legal assistant is a reasonable estimate of what will be needed to meet this demand.

In 2019, the Department eliminated the Risk Manager position and one legal assistant position. As the City continues to grow, the City should seriously consider reestablishing the Risk Manager position. That position has legal, personnel, and financial components and, therefore, could be housed in either the Legal Department, Human Resources Department, or Finance Department.

Development Services Headcount Planning Summary

Development Services is made up of Building Codes, Planning Department, Community Development and GIS. Each of the departments within Development Services will add to their headcount due to the continued growth of the city of Murfreesboro. New positions and additional staff will be added to maintain a high level of customer service while the city grows and the high demand from our development community.

Building Codes will issue approximately 10,000 permits for FY24 which includes permits for an estimated 1400 new dwelling units and expected to do over 1 billion dollars in total permit valuation. The Planning Department will review and issue over 1,200 accessory structure permits, 1,100 single family residential permits. As we continue coordinating the physical development of the community and managing long-term growth to create a well-designed, high-quality community. We will look to add fourteen employees to our headcount which will include an architect, long range planner and city inspectors by FY34.

Development Services – Building & Codes	Current FY24 Budget	Future FY34 Budget	Employee Increase
Director	1	1	0
Assistant Director	1	1	0
Building Inspector	8	9	1
Building Inspector II	1	2	1
Plans Examiner	2	2	0
Admin Assistant	1	1	0
Electrical Inspector	4	5	1
Sign Inspector	1	2	1
Building and Codes Manager	1	1	0
Permit Tech	5	6	1
TOTAL	25	30	5

Development Services	Current FY24 Budget	Future FY34 Budget	Employee Increase
Planning Department	15	20	5
GIS	4	7	3
Community Development	3	4	1
TOTAL	22	31	9

COUNCIL COMMUNICATION

Meeting Date: 10/3/2024

Item Title: August 2024 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

August 2024 Dashboard packet

Background Information

Dashboard information includes relevant Financial, Building & Codes, Risk Management and Construction data.

Council Priorities Served

Responsible budgeting

Providing Council with assessable financial information on a regular-basis assists in critical decision-making about the fiscal affairs of the City.

Fiscal Impacts

None

Attachments:

1. August 2024 Dashboard
2. August Impact Fee Report
3. City Schools August Dashboard

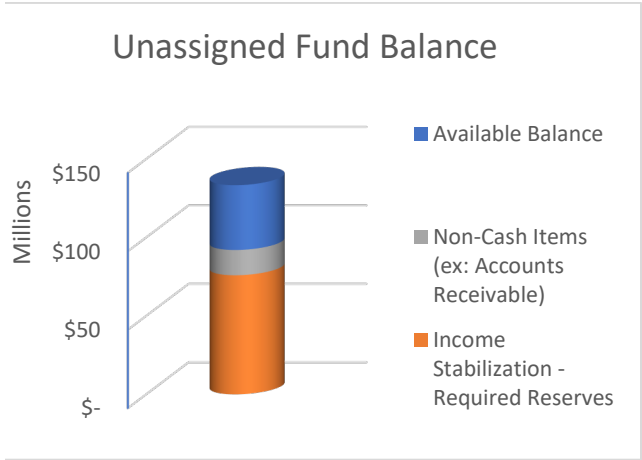
AUGUST 2024 DASHBOARD

FUND BALANCE

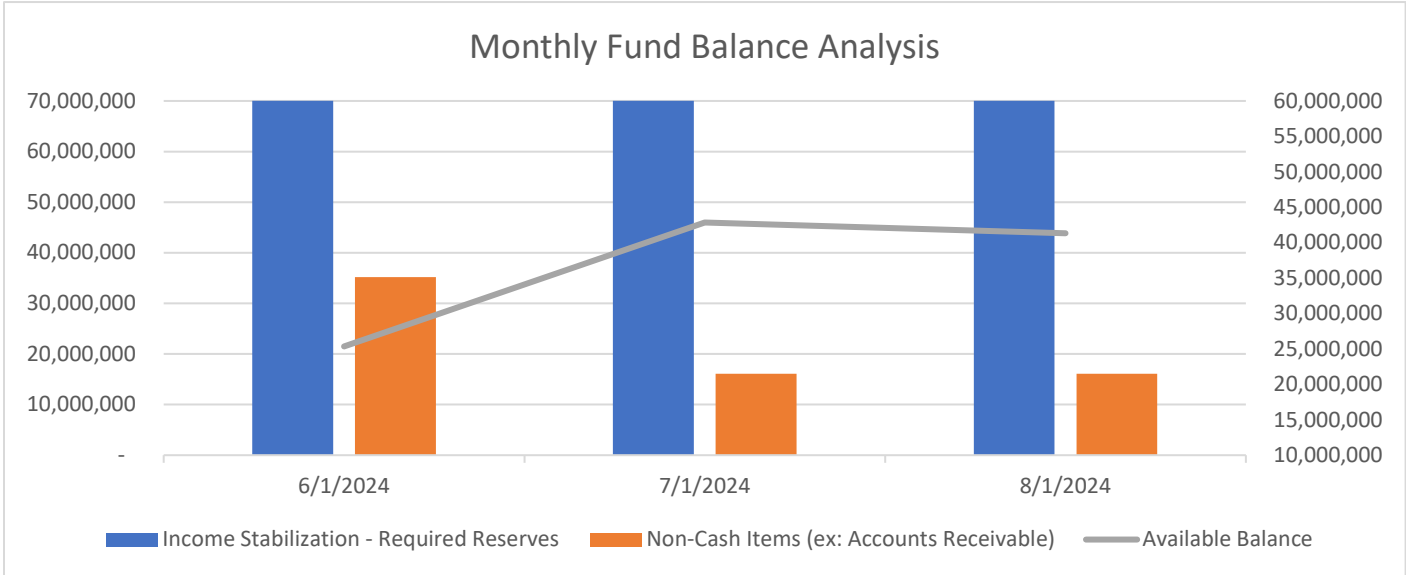
The City’s Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use, generally for one-time, non-recurring expenses. Examples include economic development related expenses and capital spending for land, buildings and equipment.

The graph and chart below reflects the total Unassigned Fund Balance categorized by required reserves, non-cash items, and available balance. The maximum reserve (30% of General Fund operating revenues) is used. These amounts are unaudited.

	Unassigned Fund Balance
	8/31/2024
Available Balance	41,306,179
Non-Cash Items (ex: Accounts Receivable)	16,107,990
Income Stabilization - Required Reserves	75,900,000
	133,314,169



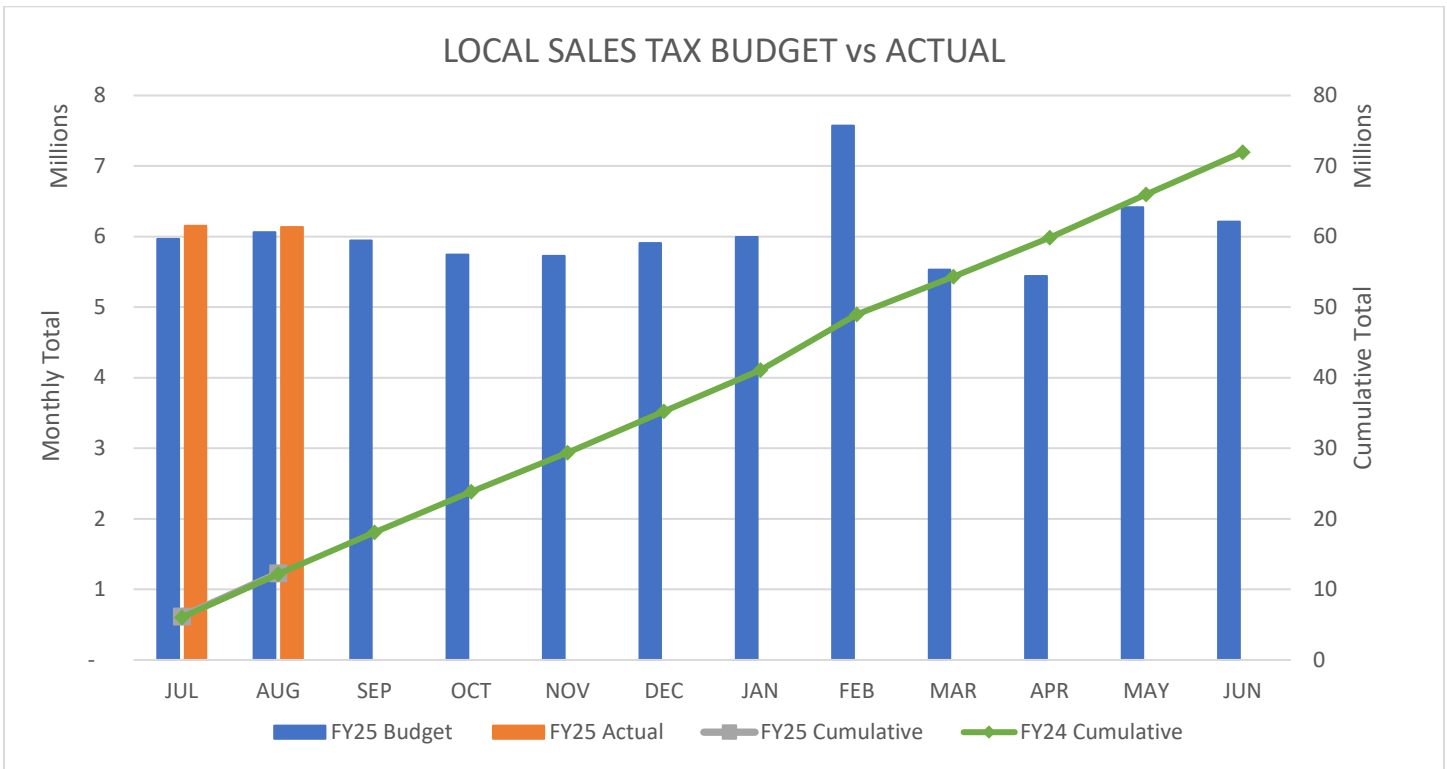
The chart below displays the changes in use of Unassigned Fund Balance by month.



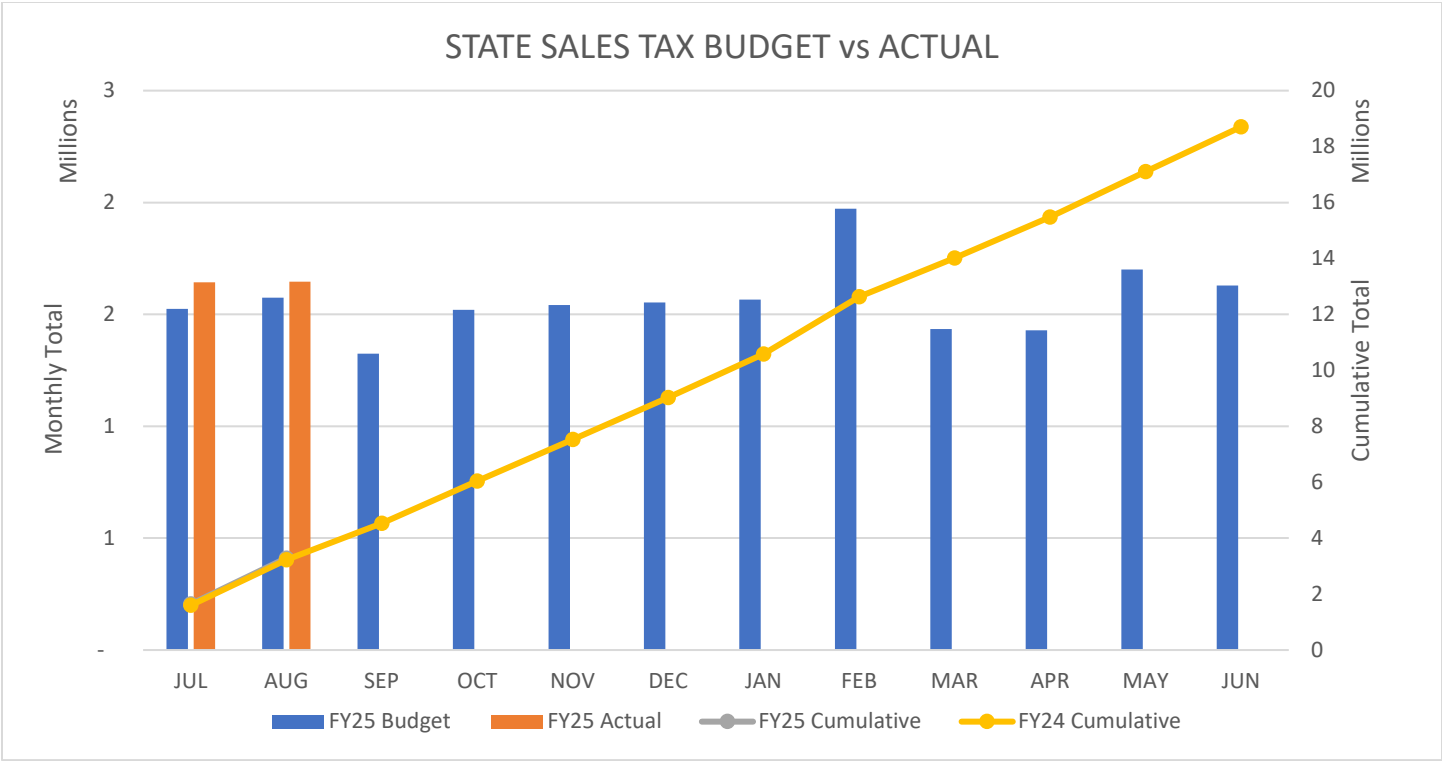
REVENUES



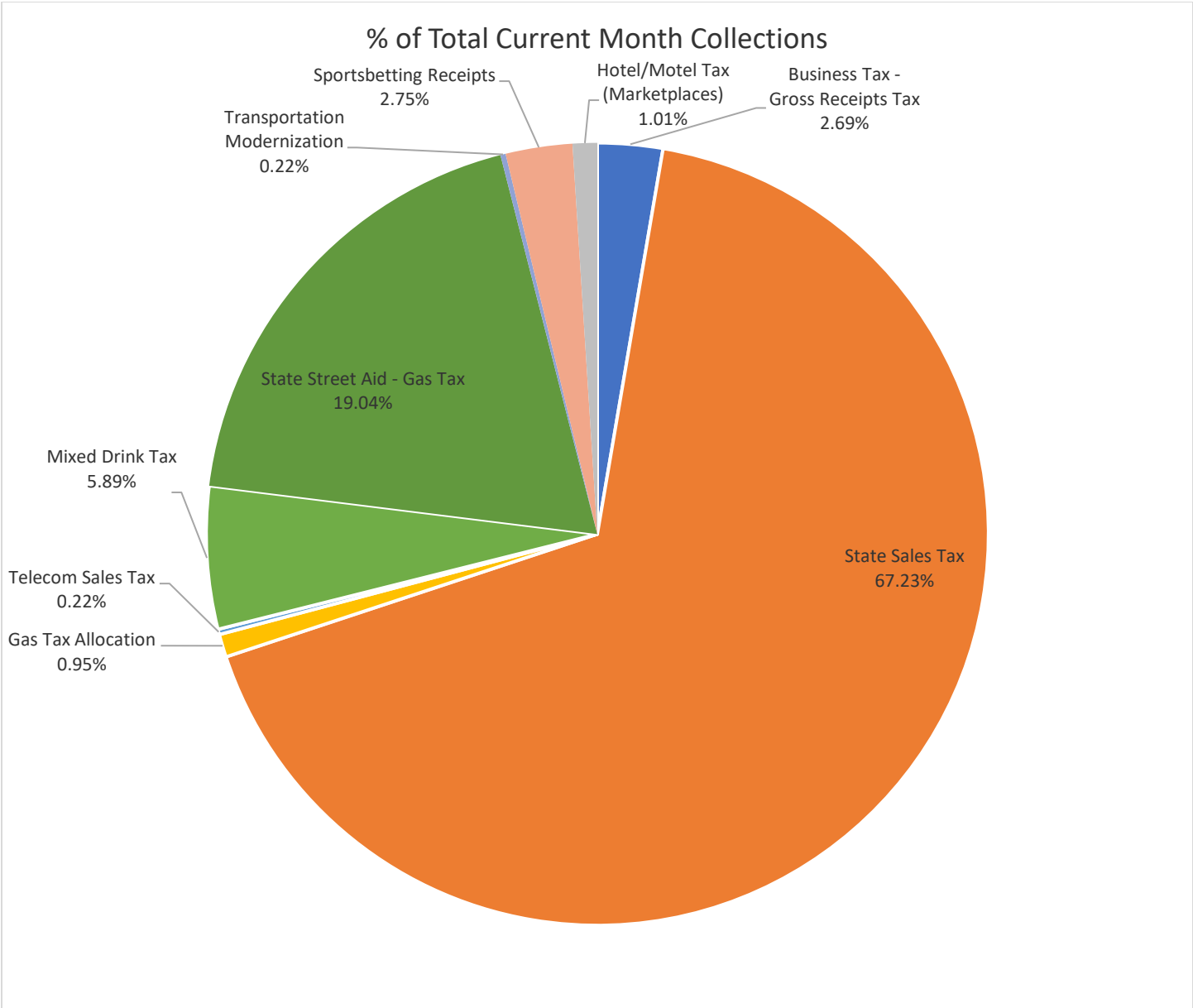
Property Tax notices will be mailed in early October. The FY25 budget reflects a 3% increase over FY24, which is consistent with last year's growth.



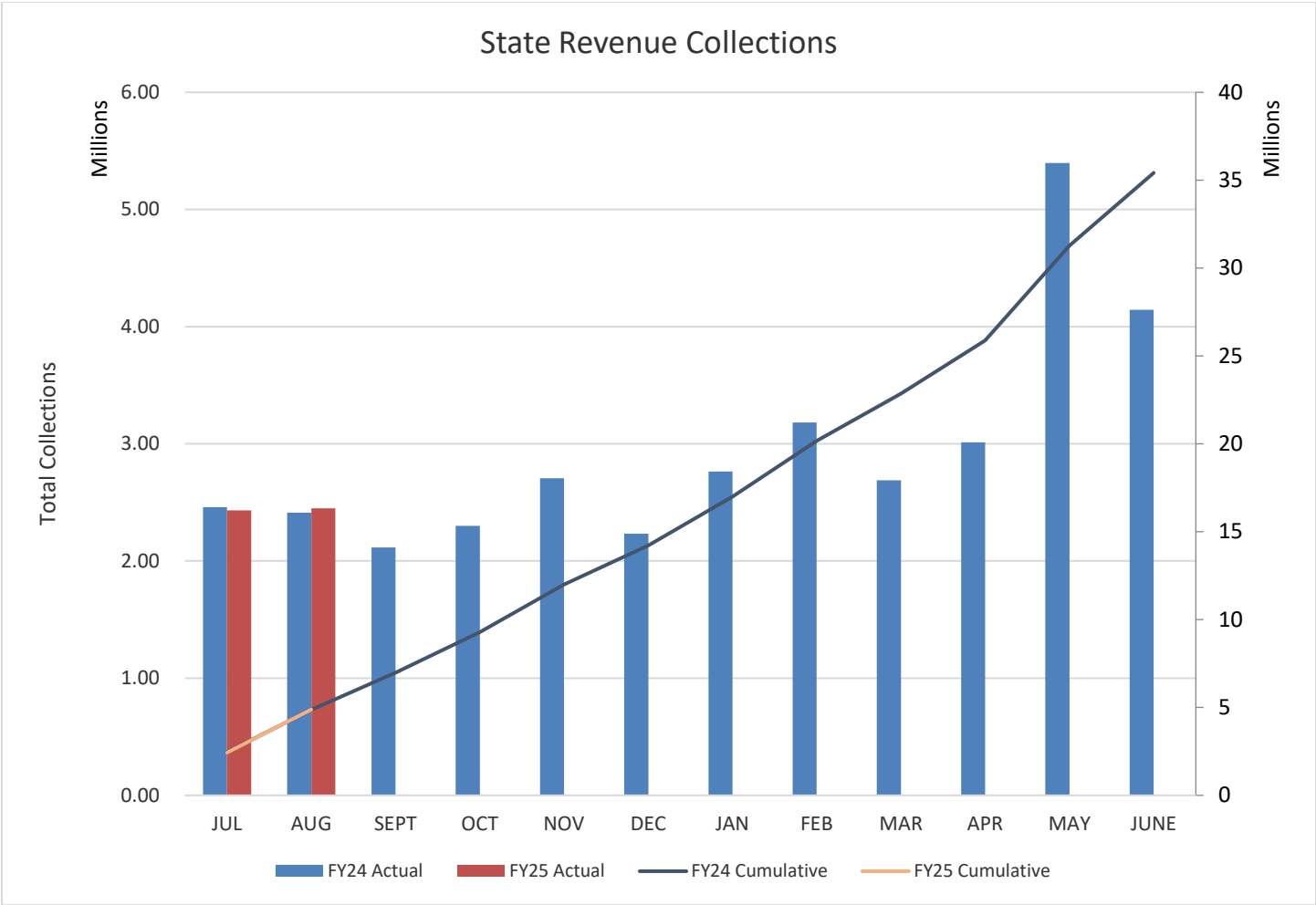
FY25 Local Sales Tax collections were budgeted flat with a 1.5% increase over FY24 projected results. In July, a revised budget was presented to Council that increased the projection by an additional 1.5% (\$1m). August 2024 receipts (reflecting June sales) reflect \$30k less (0.5% increase) than August 2023 receipts. This revenue shows a \$259k (2.2%) increase over budgeted projections.



FY25 State Sales Tax collections were budgeted at 1% over FY24. In July, a revised budget was presented to Council that increased the projection by an additional 1% (\$190k). August receipts, for June sales, were up a little under 1% compared to last year. Cumulatively, this revenue is up 6% compared to budget and 1.75% compared to last year.

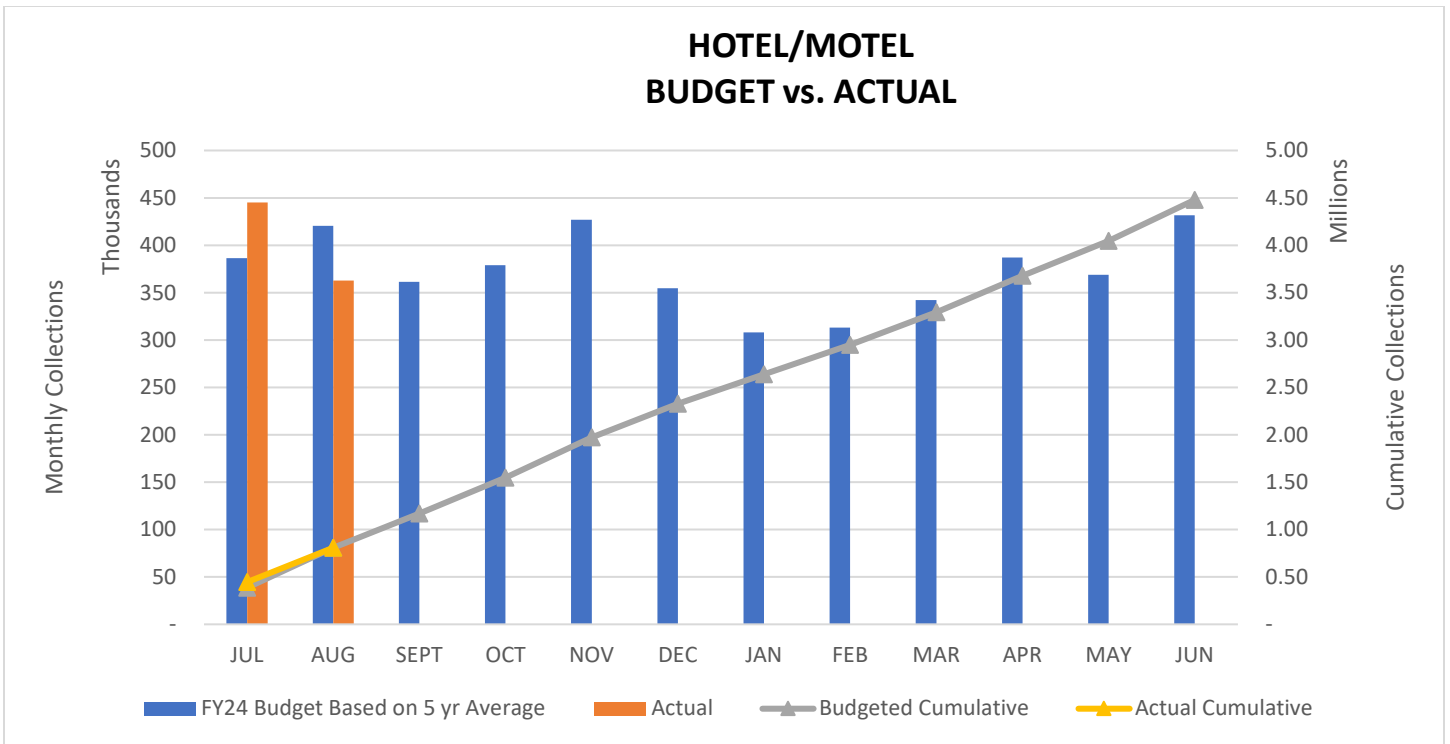


For August, Sales Tax made up 67% of State revenues. Business Tax receipts made up 3%. State Street Aid (restricted to road improvements) made up 19% of the month's receipts. Mixed Drink tax totaled 6% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.



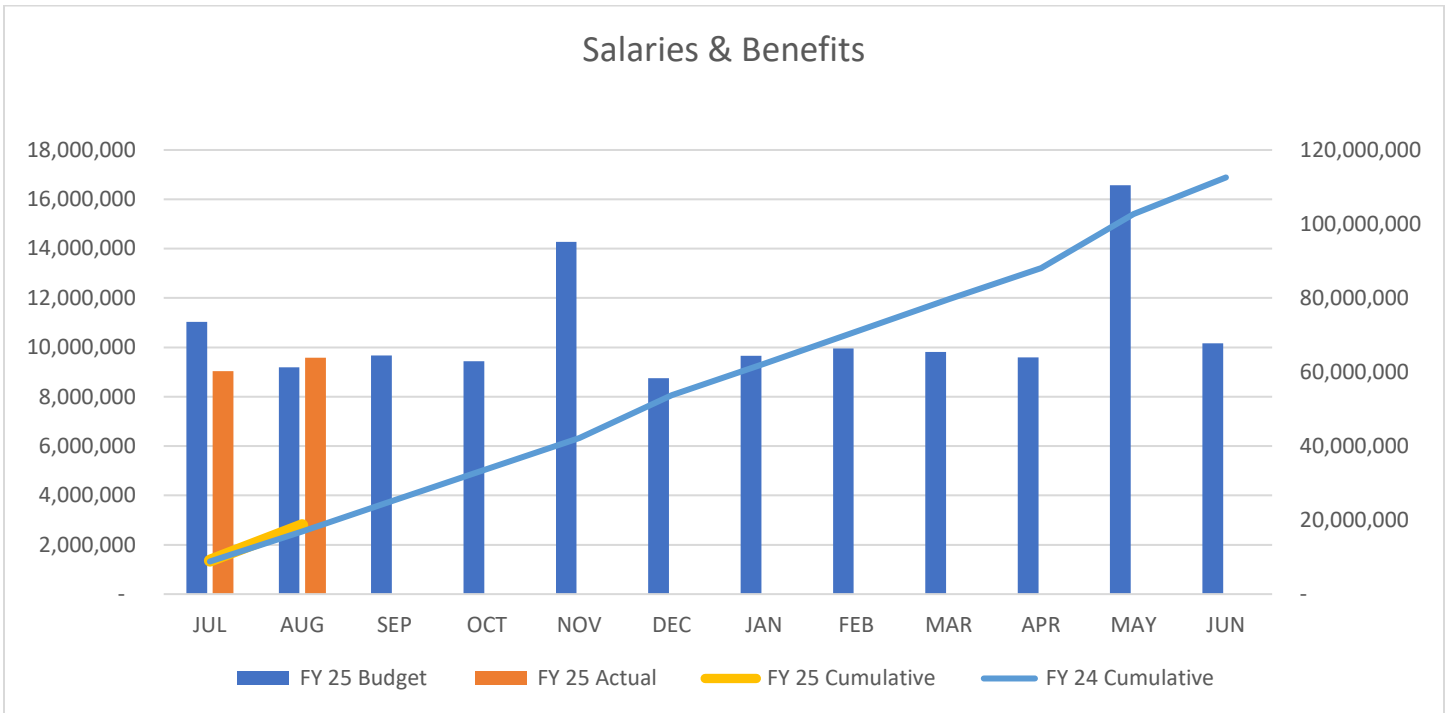
Overall, State Shared Revenue collections showed slight (1.5%) increase compared to August 2023. Business License (Gross Receipts) Taxes are down 19% (\$15k) for the month and 32% cumulatively. While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Sales Taxes receipts reflect growth of close to 1% as compared to August 2023 and 2% cumulatively. Mixed drink taxes are down 3% for the month and cumulatively. State Street Aid Gas Tax reflects an increase of 6% compared to August 2023 and 3% cumulatively. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

HOTEL/MOTEL BUDGET vs. ACTUAL



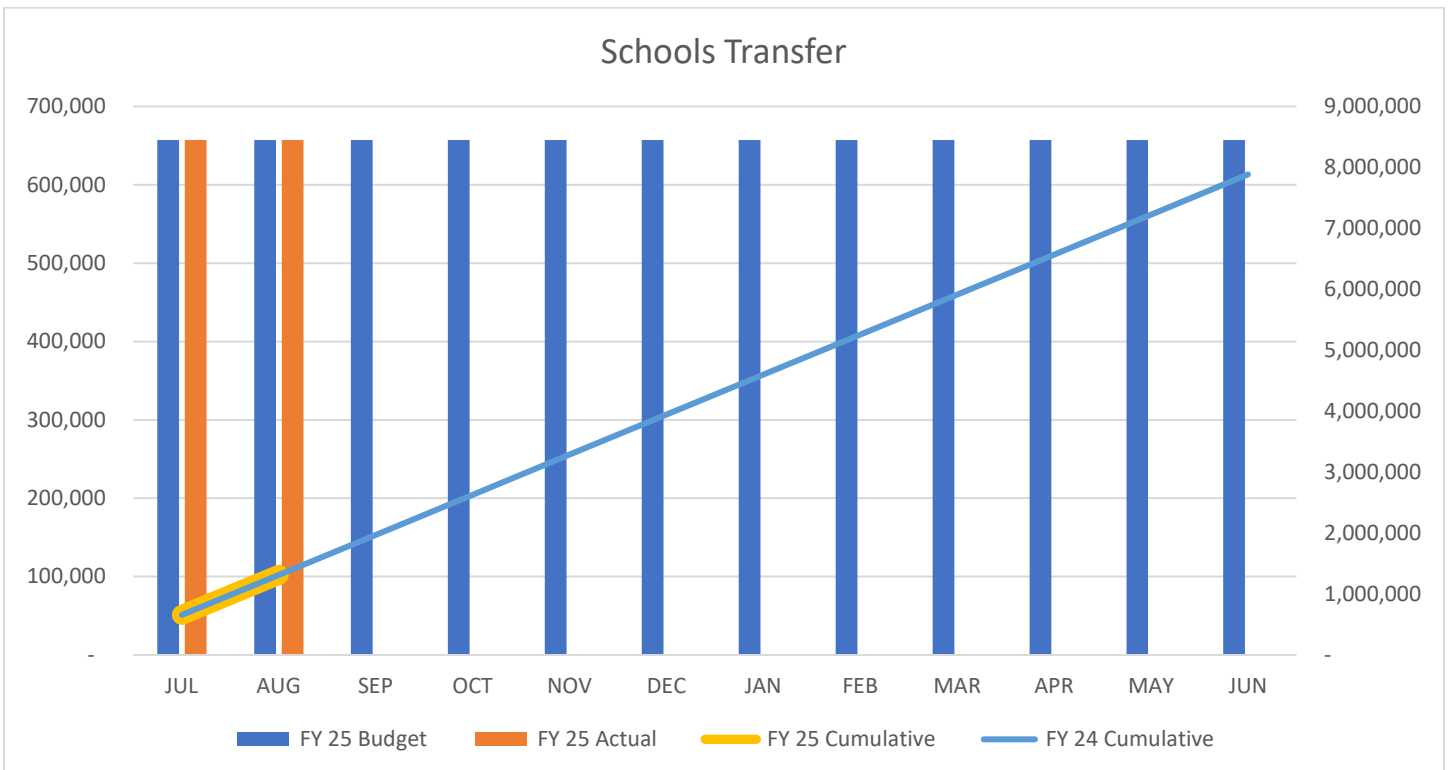
Due to declining revenue forecasts, FY25 Hotel/Motel Taxes were budgeted 7% lower than the FY24 budget. August results reflect a 9% decrease compared to last year for the month, and a 4% cumulative budget deficit. The Finance Department will conduct an audit of the City's hotels and motels in the coming year to ensure accurate and timely reporting.

EXPENSES

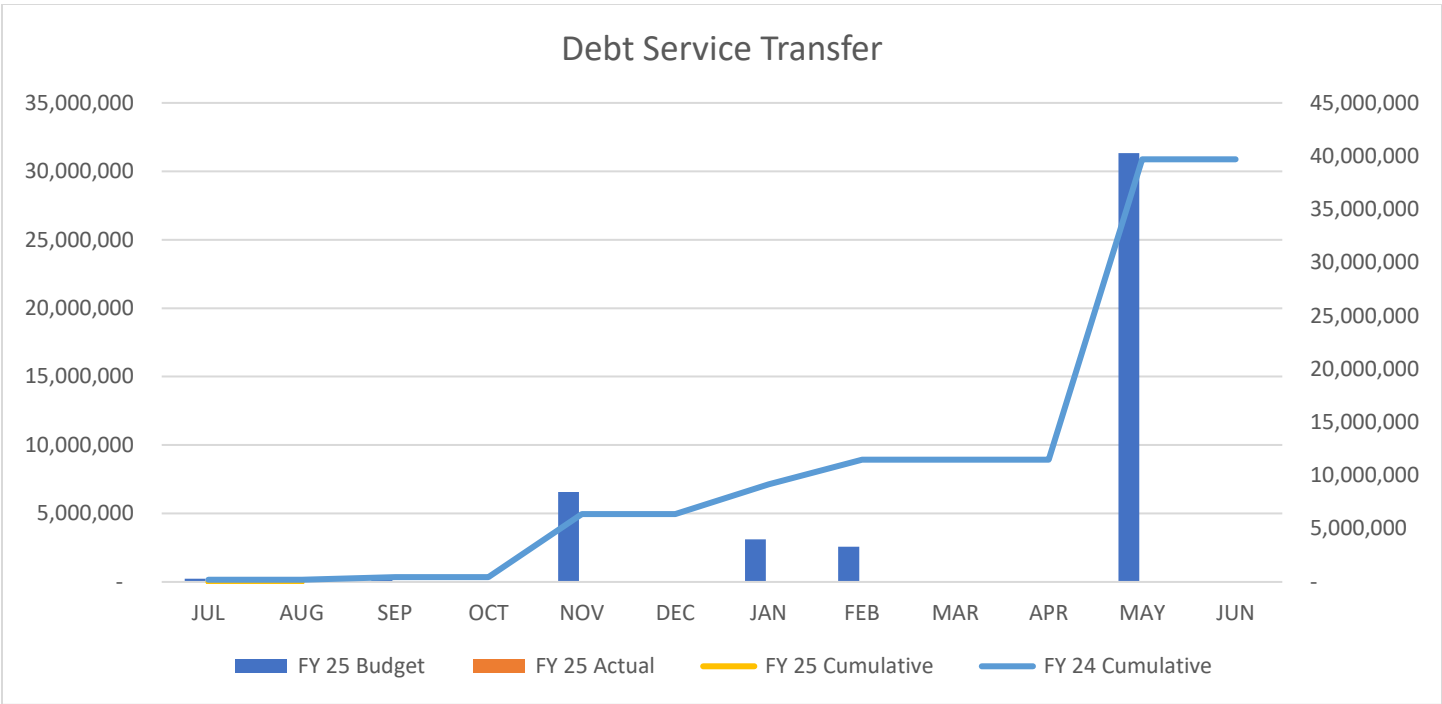


Salaries & Benefits make up 35% of General Fund’s budget. The FY25 budget included 40 additional full-time positions, 22 of which are for public safety. Full-time approved positions increased from 1,104 to 1,144 positions.

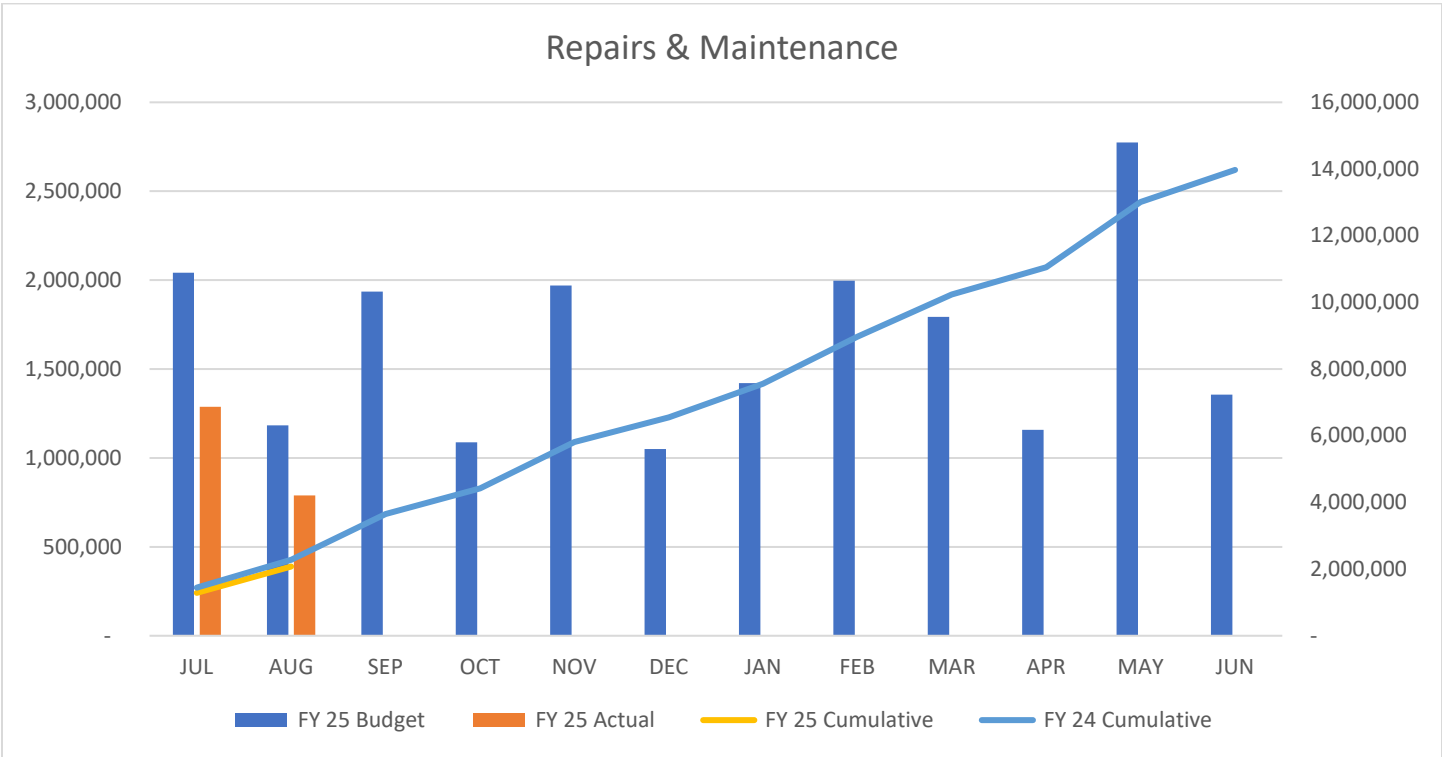
As of 8/31/24, there were 1,041 filled full-time positions and 103 vacancies. Police had 48 open positions at the end of July, including 29 sworn officer positions, down from 31 open in July. Overall, salary expenses are down compared to budget by 8%.



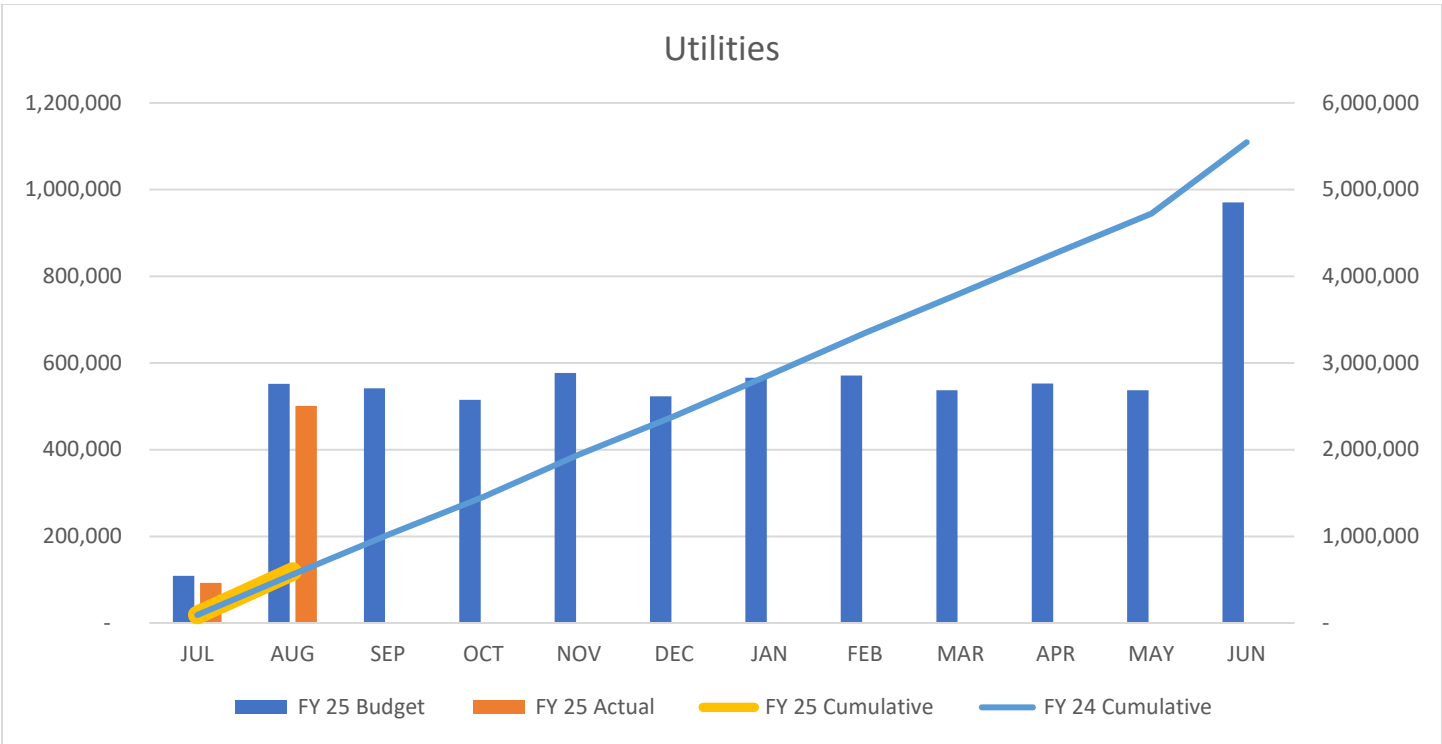
Transfers to City Schools makes up 2% of General Fund’s budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



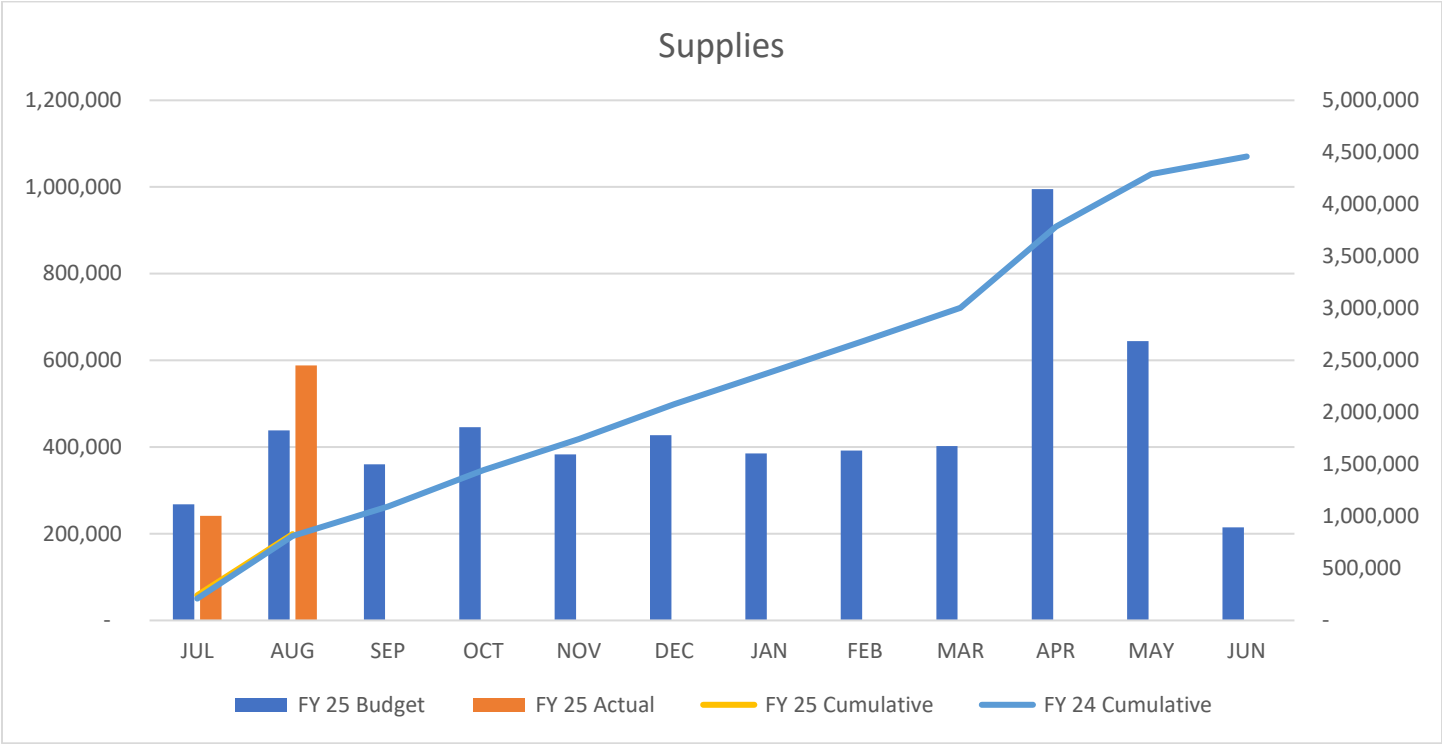
Budgeted Debt Service makes up 12% of General Fund’s budget. Council approved a \$55m debt issuance in FY24 which is expected to be issued in mid-late FY25. The Debt Service budget totals \$44.1m which includes debt roll-off of \$4.4m and anticipated new debt service of \$5.9m for a net increase of \$1.5m.



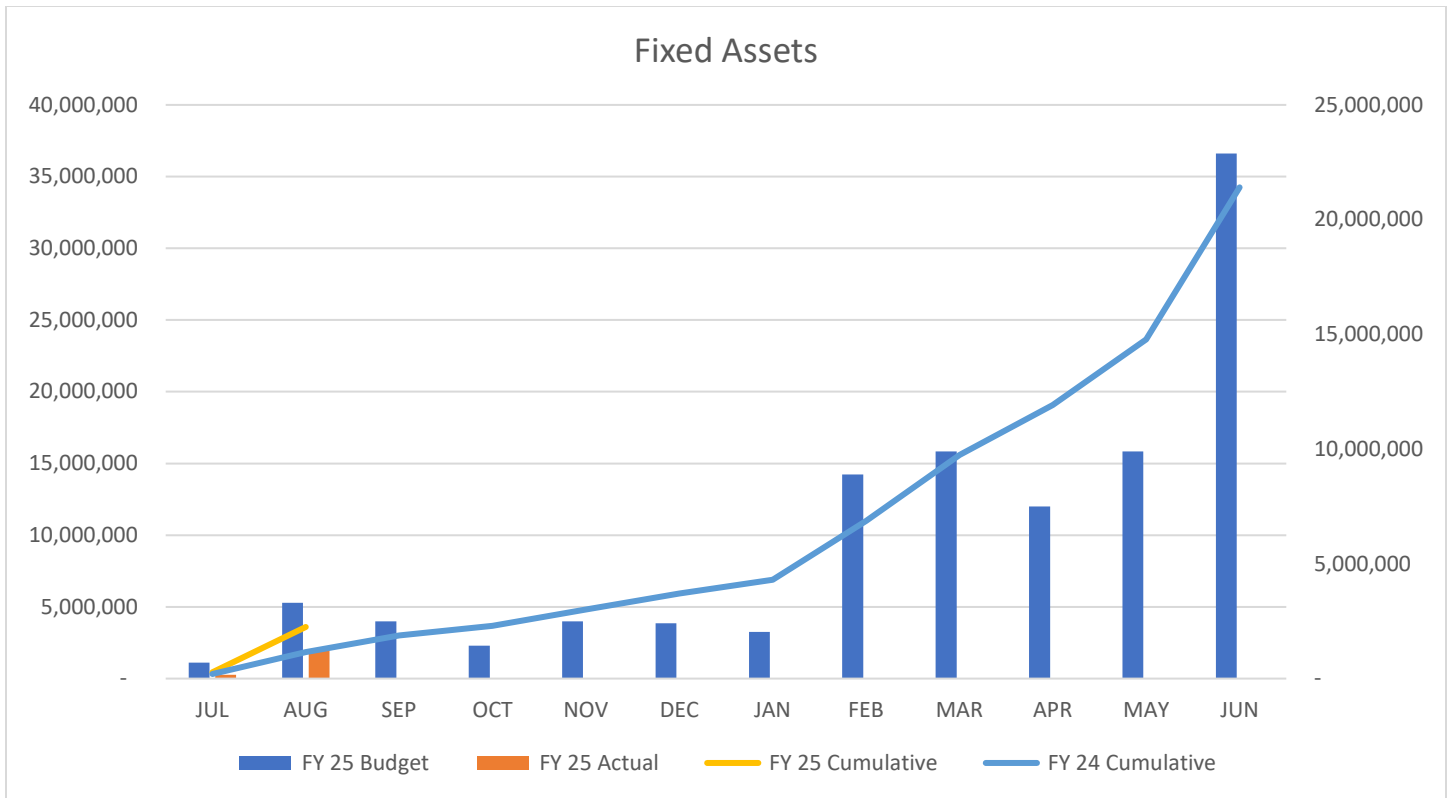
Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$3.5m), fleet services (\$4.6m), and Police R&M for radios, mobile data terminals, etc. (\$2.2m). State Street Aid R&M of streets, markings and right of way totals \$5.2m. While monthly budgeted amounts are based on last year’s actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs are down 9% compared to last year through August. Overall, costs are down 36% compared to budget for the year.



Utilities make up 2% of General Fund’s budget. Results are up 6% as compared to FY24 and are running about \$67k (10%) under budget through July. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Supplies make up 1% of General Fund’s budget. Through August, expenses are running 18% (\$124k) over budget and are up 2% over last year.



Fixed Assets make up 32% of General Fund’s budget, totaling \$117M These items include:

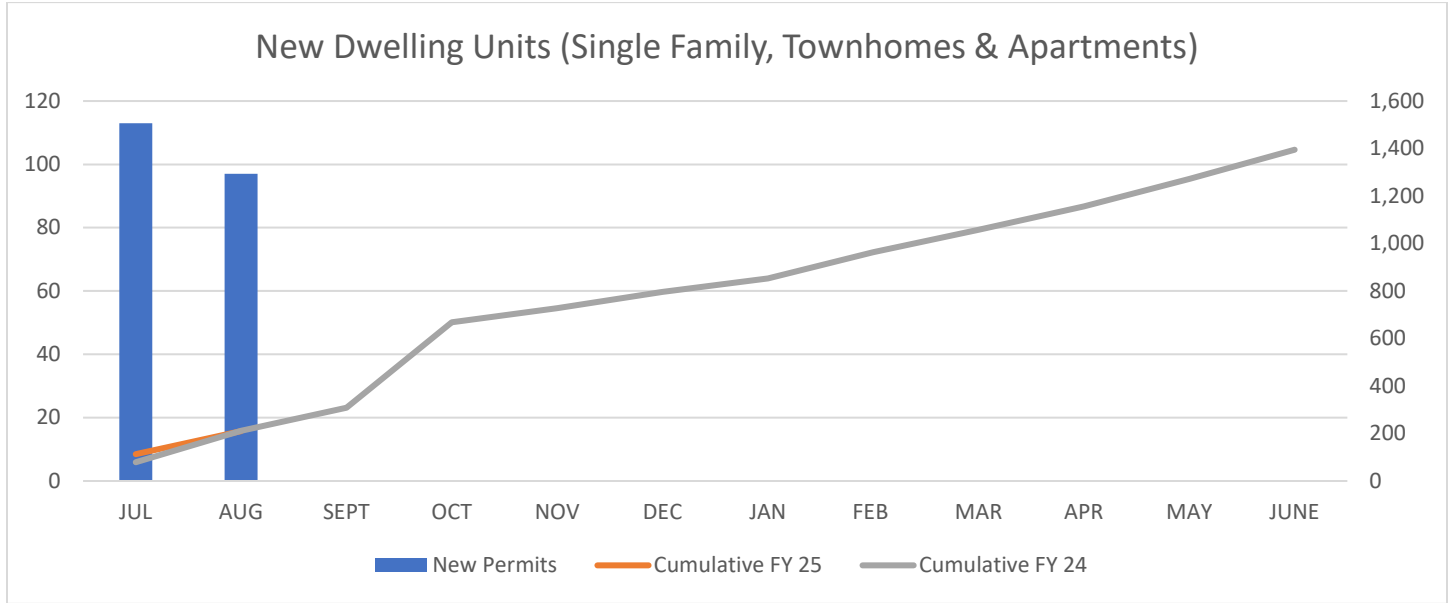
- \$39.8m – MED funded Roads
- \$6.5 – MED funded Parks
- \$14.6m – CIP swap
- \$13.1m – FY24 CIP (General Fund funded)
- \$14.3m – ARPA funded projects
- \$7.2m – Infrastructure for grant & MED funded road construction
- \$10m – Transit Facility

The FY24 CIP included allocation of \$15m of Unassigned Fund Balance for CIP projects. In addition, several General Fund projects and expenses were swapped, using previous bond proceeds to facilitate accelerated spending of these proceeds. This resulted in projects being “swapped” from the Loan/Bond Fund with General Fund.

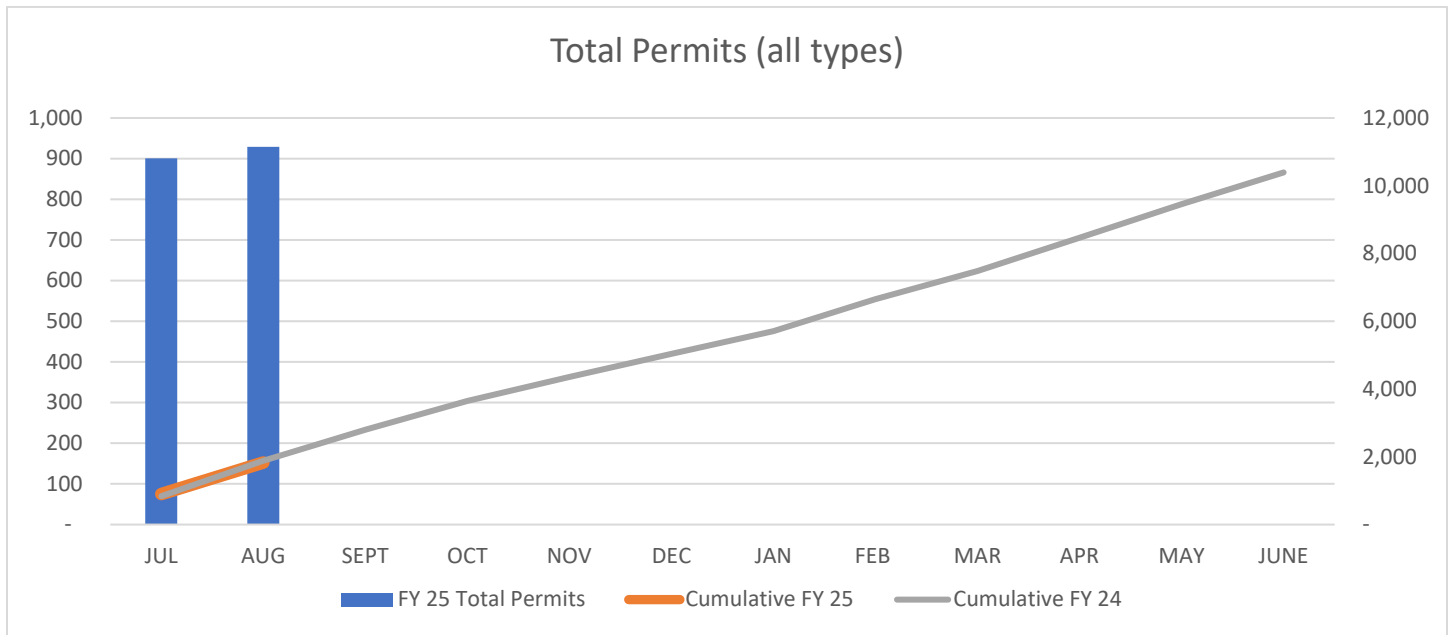
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 94% compared to last year’s expenses through July but down 65% compared to budget.

BUILDING & CODES

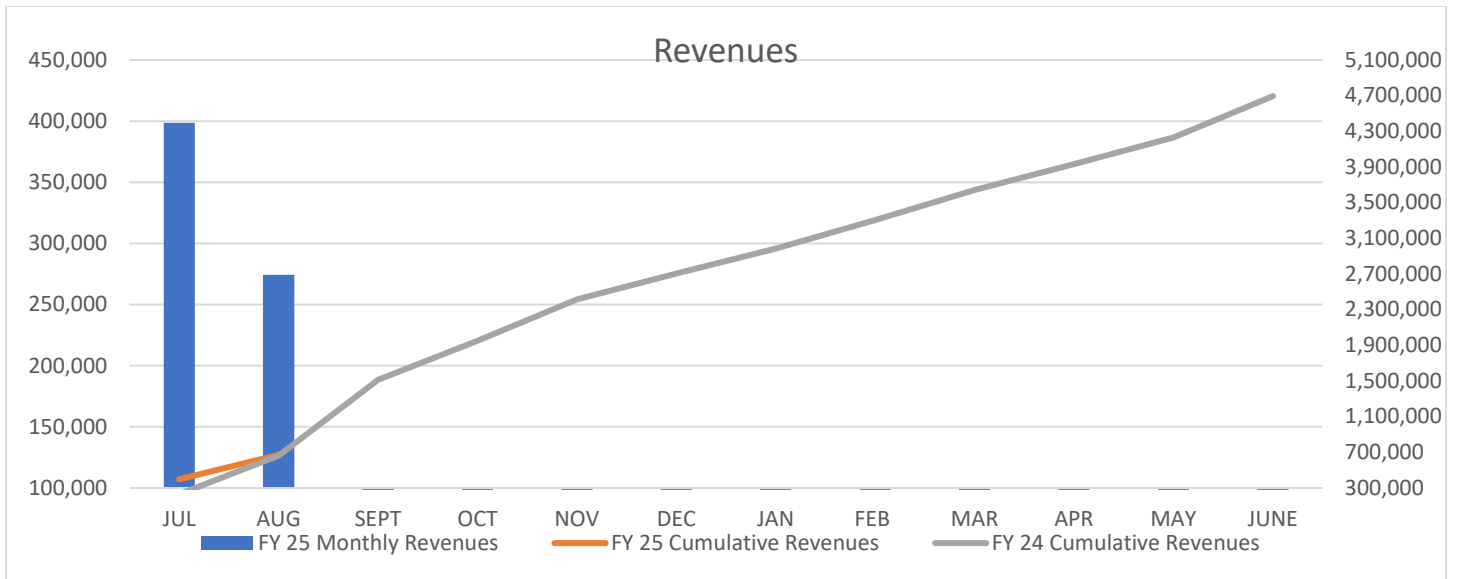
Building & Codes budgeted revenues reflect a 29% increase over the FY24 budget and reflect a 3% increase as compared to FY24's actual results. This is largely due to new commercial activity in FY24 and anticipated in FY25.



FY25 new dwelling permits reflect flat results compared to last year. August results are down 27% compared to August of last year.

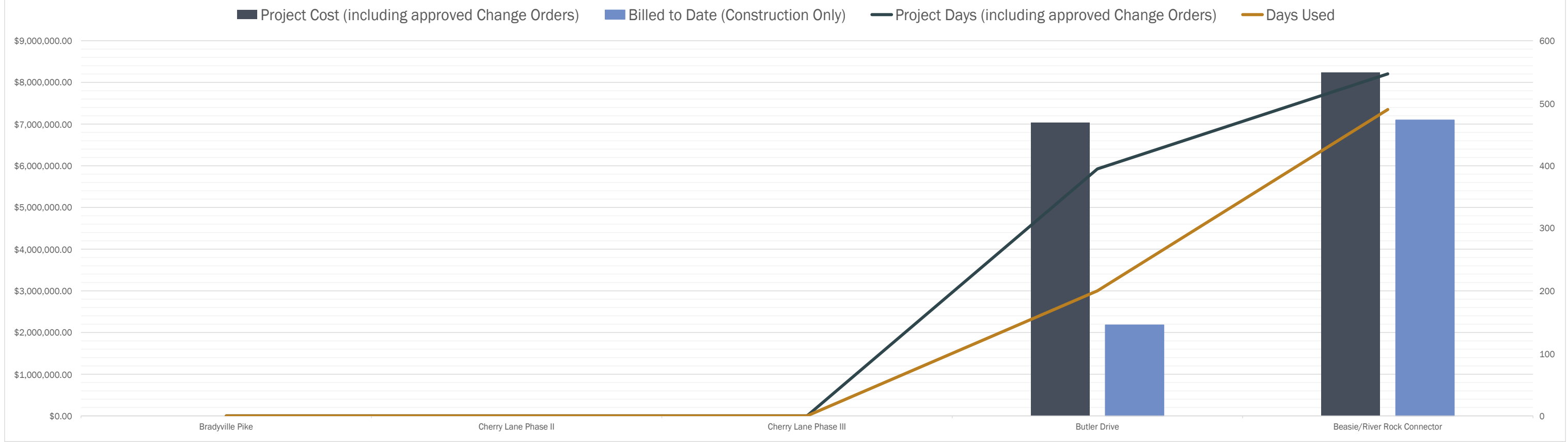


Total permits were trending down from last year by 2.8% through August.



Through August, revenues are flat as compared to last year.

Project Tracking



Project Limits				Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Estimated Substantial Completion	N.T.P.
Project Name	From	To	Distance							
Bradyville Pike	SE Broad Street	S Rutherford Blvd	2.10 Miles	\$22,500,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$26,500,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase III	Broad Street	Memorial Blvd (231)	1.10 Miles	\$73,500,000 (Est Cost)	\$0.00	0	0	0%		
Butler Drive	1000 Butler Drive	Joe B Jackson	.88 Miles	\$7,039,011	\$2,182,270.65	395	200	51%	2/20/2025	1/22/2024
Beasie/River Rock Connector	River Rock	Beasie Rd	.3 Miles	\$8,244,535	\$7,098,170.71	547	490	90%	8/30/2024	4/7/2023
Total				\$137,783,546	\$9,280,441					

	Project Status / Comments
Cherry Lane Phase II	Field reviews with TDEC and the Corps concerning the new alignment have taken place. Consultant has submitted updated TDEC permits. The City/consultant received a RAI from Corps of Engineers. Consultant is working on response for this.
Cherry Lane Phase III	City staff and Volkert continuing to finalize ROW. One tract left to close. HMB is working on utility coordination for the project.
Butler Dr. Realignment	Contractor has installed approximately 80% of storm pipe and storm structures. They are scheduled to haul in fill and finalize subgrade in coming weeks. Staff is continuing to work on obtaining one remaining drainage easement.
Blackman/Burnt Knob/Manson Intersection	Design concept has been finalized. Utility coordination meetings are being scheduled. Consultant has begun work on right-of-way plans.
Medical Center Phase 1	The new inbound third lane is currently being constructed between I-24 and Conference Center. Island modifications are also being made to accommodate the median extension across Asbury Lane to I-24 and new U-turn movement at Conference Center Drive.
River Rock Beasie Connector	New bridge and approaches are 99% complete - lacks grooving. Curb and gutter is 99% complete. Sidewalk and multi-use path is 40% complete. Paving is scheduled to begin next week.
Rutherford Blvd Extension	Right of way plans are finalized. Appraisals for property acquisition are underway.

Project	ROW Updates
Bradyville Pike	95% of ROW Acquisition completed.
Cherry Lane Phase III	Volkert continuing ROW acquisition. One tract left going to condemnation.
Butler Drive	All appraisals complete. Staff working on obtaining 1 additional easement.

Impact Fee Report for New Development in the City of Murfreesboro

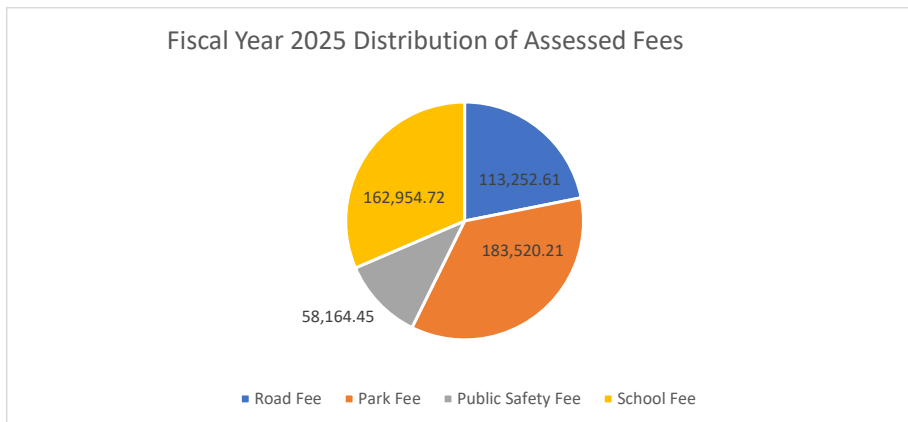
Month of August 2024

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	287,483.97	62,866.97	101,872.83	32,287.33	90,456.84
SFR-Townhomes	-	-	-	-	-
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	-	-	-	-	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	287,483.97	62,866.97	101,872.83	32,287.33	90,456.84

Fiscal Year 2025 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	517,891.99	113,252.61	183,520.21	58,164.45	162,954.72
SFR-Townhomes	517,891.99	113,252.61	183,520.21	58,164.45	162,954.72
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	-	-	-	-	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	1,035,783.98	226,505.22	367,040.42	116,328.90	325,909.44

Fiscal Year 2025 Distribution of Assessed Fees



COUNCIL COMMUNICATION

Meeting Date: 10/3/2024

Item Title: August 2024 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

Department: Murfreesboro City Schools

Presented by: Daniel Owens

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

FY25 Cash Flow Statement (August 2024)

FY25 Revenue and Expenditure Budget Comparison Reports (August 2024)

Background Information

The State has recommended the Schools provide a Cash Flow Statement to the City Council on a monthly basis to indicate enough cash reserves are forecasted to be available to pay monthly expenses. We also will be including Revenue and Expenditure Budget Comparison Reports, that is provided to the Murfreesboro City School Board each month. This information will be included in the Wednesday agenda each month. A formal presentation will not be made each month, however there will be an opportunity for questions and comments.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

August 2024 MCS Cash Flow Statement

August 2024 MCS Revenue and Expenditure Budget Comparison Reports

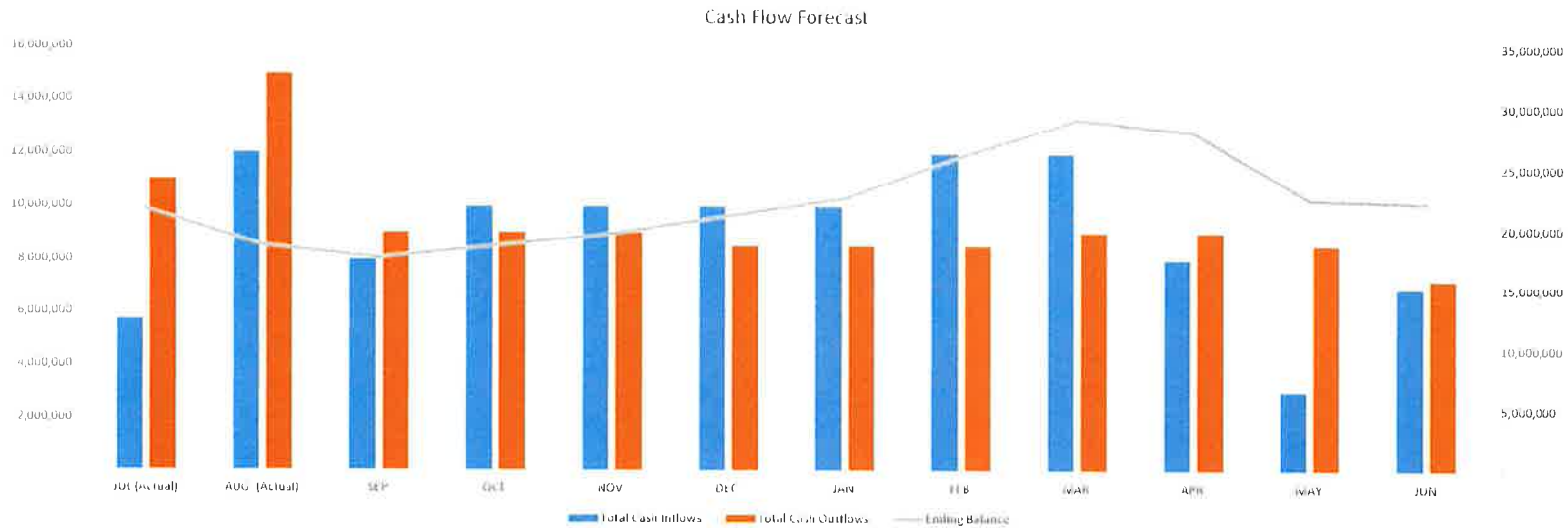
**Cash Flow Forecast Schedule **
FY 2025-General Purpose**

City or Town of:

Murfreesboro

Fund Name	JUL (Actual)	AUG (Actual)	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cash Receipts	\$ 5,703,038	\$ 12,029,276	\$ 8,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 12,000,000	\$ 12,000,000	\$ 8,000,000	\$ 3,000,000	\$ 6,901,535	\$ 107,633,849
Loan Proceeds													
Total Cash Inflows	5,703,038	12,029,276	8,000,000	10,000,000	10,000,000	10,000,000	10,000,000	12,000,000	12,000,000	8,000,000	3,000,000	6,901,535	107,633,849
Beg Cash Bal	26,975,782	21,643,385	18,673,947	17,658,396	18,642,845	19,627,294	21,111,743	22,596,192	26,080,641	29,065,090	28,049,539	22,502,999	
Available Cash	32,678,820	33,672,661	26,673,947	27,658,396	28,642,845	29,627,294	31,111,743	34,596,192	38,080,641	37,065,090	31,049,539	29,404,534	
Cash Payments	\$ 11,019,884	\$ 14,983,164	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 8,500,000	\$ 8,500,000	\$ 8,500,000	\$ 9,000,000	\$ 9,000,000	\$ 8,500,000	\$ 7,198,478	112,201,526
Debt Service													
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,540	15,551	217,601
Total Cash Outflows	11,035,435	14,998,715	9,015,551	9,015,551	9,015,551	8,515,551	8,515,551	8,515,551	9,015,551	9,015,551	8,546,540	7,214,029	112,419,127
Ending Balance	21,643,385	18,673,947	17,658,396	18,642,845	19,627,294	21,111,743	22,596,192	26,080,641	29,065,090	28,049,539	22,502,999	22,190,505	
Cash Inflows - Outflows	\$ (5,332,397)	\$ (2,969,439)	\$ (1,015,551)	\$ 984,449	\$ 984,449	\$ 1,484,449	\$ 1,484,449	\$ 3,484,449	\$ 2,984,449	\$ (1,015,551)	\$ (5,546,540)	\$ (312,494)	\$ (4,785,277)

** This schedule is only required for certain funds. Please refer to the **Information Tab** to see if this schedule is required for your local government.



COMPARISON OF BUDGET TOTALS
July 1, 2024 Through August 31, 2024

TOTAL INCOME	7/1/24 - 8/31/24	\$	8,093,056
TOTAL EXPENSES	7/1/24 - 8/31/24		<u>11,644,442</u>
	NET INCOME	8/31/24	<u><u>\$ (3,551,387)</u></u>

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	482	(14,999,518)	0.0%	15,000,000	427	(14,999,574)	0.0%
2	40210-Local Option Sales Tax	14,300,000	-	(14,300,000)	0.0%	16,700,000	-	(16,700,000)	0.0%
3	40000-41110-Other County Rev	1,761,800	182,633	(1,579,167)	10.4%	1,972,000	121,905	(1,850,095)	6.2%
4	43300-44000-Other Local Revenue (Interest, Tuition)	1,175,926	115,647	(1,060,279)	9.8%	688,922	339,770	(349,152)	49.3%
	SUBTOTAL LOCAL REVENUE	\$ 32,237,726	\$ 298,762	\$ (31,938,964)		\$ 34,360,922	\$ 462,102	\$ (33,898,820)	
5	46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	5,921,975	(54,070,063)	9.9%	63,477,651	6,316,770	(57,160,881)	10.0%
7	46515-Early Childhood Ed. (VPK Grant)	1,326,895	-	(1,326,895)	0.0%	1,326,895	-	(1,326,895)	0.0%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46610-Career Ladder Program	57,146	-	(57,146)	0.0%	51,000	-	(51,000)	0.0%
10	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	768,542	-	(768,542)	0.0%	150,000	-	(150,000)	0.0%
	SUBTOTAL STATE REVENUES	\$ 64,090,429	\$ 5,921,975	\$ (58,168,455)		\$ 65,132,246	\$ 6,316,770	\$ (58,815,476)	
13	47000- Federal Funds	274,582	-	(274,582)	0.0%	24,000	-	(24,000)	0.0%
	SUBTOTAL FEDERAL REVENUES	\$ 274,582	\$ -	\$ (274,582)		\$ 24,000	\$ -	\$ (24,000)	
14	49100-49800 Insurance Recovery/Indirect Costs	460,000	-	(460,000)	0.0%	195,000	-	(195,000)	0.0%
15	49810-City of Murfreesboro Allocation	7,885,103	1,314,184	(6,570,919)	16.7%	7,885,103	1,314,184	(6,570,919)	16.7%
16	49820-City TN All Corp Grant	165,435	-	(165,435)	0.0%	156,000	-	(156,000)	0.0%
	SUBTOTAL OPERATING TRANSFERS	\$ 8,510,538	\$ 1,314,184	\$ (7,196,354)		\$ 8,236,103	\$ 1,314,184	\$ (6,921,919)	
	TOTAL REVENUES	\$ 105,113,275	\$ 7,534,920	\$ (97,578,355)	7.2%	\$ 107,753,271	\$ 8,093,056	\$ (99,660,215)	7.5%

YEAR-TO-DATE EXPENDITURE COMPARISON

AUGUST 2024

PAGE 1

	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %	
1	71100-Reg. Instruction	57,249,035	4,609,279	(52,639,756)	8.1%	59,633,455	\$ 5,547,303	(54,086,152)	9.3%
2	71200-Sp. Ed. Instruction	12,674,470	915,264	(11,759,206)	7.2%	13,353,365	1,052,849	(12,300,516)	7.9%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	16,208	(144,757)	10.1%	180,600	25,946	(154,654)	14.4%
5	72120-Health Services	1,098,216	80,798	(1,017,418)	7.4%	1,214,210	88,423	(1,125,787)	7.3%
6	72130-Guidance	3,623,785	398,448	(3,225,337)	11.0%	4,175,500	474,844	(3,700,656)	11.4%
7	72210-Reg. Instr. Support	2,548,064	334,692	(2,213,372)	13.1%	2,699,349	361,619	(2,337,730)	13.4%
8	72220-Sp. Ed. Support	1,999,863	171,610	(1,828,253)	8.6%	2,087,055	232,379	(1,854,676)	11.1%
9	72250-Technology	2,674,265	369,191	(2,305,074)	13.8%	2,568,810	336,142	(2,232,668)	13.1%
10	72310-Bd. Of Education	1,966,681	795,339	(1,171,342)	40.4%	2,051,595	869,189	(1,182,406)	42.4%
11	72320-Office of Supt.	440,109	65,080	(375,029)	14.8%	471,438	73,896	(397,542)	15.7%
12	72410-Office of Principal	5,703,089	669,170	(5,033,919)	11.7%	6,020,570	725,733	(5,294,837)	12.1%
13	72510-Fiscal Services	886,045	197,432	(688,614)	22.3%	861,755	192,021	(669,734)	22.3%
14	72520-Personnel Services	594,415	121,805	(472,610)	20.5%	596,835	123,207	(473,628)	20.6%
15	72610-Oper. Of Plant	6,402,482	538,911	(5,863,571)	8.4%	6,327,847	532,702	(5,795,145)	8.4%
16	72620-Maint. Of Plant	4,608,543	328,825	(4,279,718)	7.1%	3,240,580	454,422	(2,786,158)	14.0%
17	72710-Pupil Transp.	4,544,354	345,681	(4,198,673)	7.6%	5,025,385	362,857	(4,662,528)	7.2%
18	73300-Community Service	522,655	59,457	(463,198)	11.4%	492,605	64,245	(428,360)	13.0%
19	73400-Early Childhood Educ.	1,108,368	87,087	(1,021,281)	7.9%	1,121,775	89,075	(1,032,700)	7.9%
20	76100-Reg. Cap. Outlay	171,872	22,874	(148,998)	13.3%	222,919	6,489	(216,430)	2.9%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	31,102	(186,508)	14.3%	217,601	31,102	(186,499)	14.3%
	TOTALS	109,194,886	10,158,253	\$ (99,036,633)	9.3%	112,563,249	11,644,442	\$ (100,918,807)	10.3%

No Items.

COUNCIL COMMUNICATION

Meeting Date: 10/03/2024

Item Title: Beer Permits
Department: Finance
Presented by: Erin Tucker, 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
Obento, Inc.	Obento	1636 New Salem Hwy Ste G	On-Premises	Restaurant	New Location

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Interfaith Dental Clinic	11/14/202	Fundraiser	1500 Medical Center Pkwy Ste 4D

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	Obento, Inc
Name of Business	Obento
Business Location	1636 New Salem Hwy Ste G
Type of Business	Restaurant
Type of Permit Applied For	On-Premises Retail Permit

Type of Application:

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

5% or more Ownership

Name	Po Lin Lam
Age	42
Residency City/State	
Race/Sex	Asian/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

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.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Interfaith Dental Clinic
Organization Address	210 Robert Rose Dr. Ste 2
Event Location	The View at Fountains 1500 Medical Center Pkwy. Ste 4D
Event Date	11/14/2024
Event Time	5:30 p.m. until 8:00 p.m.
Period for Beer to be Served	5:30 p.m. until 8:00 p.m.
Nature and Purpose of Event	Fundraiser
Approximate Number of Persons Expected to Attend	225
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.

