

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
December 19, 2024

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: Rutherford County Area Habitat for Humanity Day

STARS Award: Adam Todd and Ron Davis

Public Comment on Actionable Agenda Items

Consent Agenda

1. Housing Rehabilitation - 437 S Highland Ave (Community Development)
2. Project Ledger Implementation Services (Finance)
3. Network and Computer Security Service (Information Technology)
4. Mandatory Referral for Abandonment of a Drainage Easement along Robert Rose Drive (Planning)
5. Mandatory Referral for Abandonment of East Northfield Boulevard Right-of-Way (Planning)
6. 2024 JAG Award Acceptance (Police)
7. Asphalt and Concrete Purchase Report (Street)
8. Mechanical and Electrical Services Contract Extension No. 3 (Water Resources)
9. Asphalt Purchases Report (Water Resources)
10. Wilson County Motors Contract (Water Resources)
11. Fortiline Inc. Contract Ragland Ave Materials (Water Resources)

Old Business

Land Use Matters

12. Ordinance 24-OZ-41 Zoning amendment along East Castle Street (2nd & Final Reading) (Planning)
13. Ordinance 24-OZ-42 Rezoning property along Thompson Road (2nd & Final Reading) (Planning)

New Business

Land Use Matters

14. Plan of services, annexation and zoning for property along Butler Drive and Joe B Jackson Parkway (Planning)
 - a. Public Hearing: Plan of Services and Annexation for 15.9 acres
 - b. Plan of Services and Annexation: Resolution 24-R-PSA-43
 - c. 2nd & Final Reading: Ordinance 24-OZ-43

Ordinance

15. Ordinance 24-O-46 – Amendment to Ethics Code (Legal)
First Reading: Ordinance 24-O-46

On Motion

16. Dr. Martin Luther King Jr. Blvd. Phase 2 Sidewalk Project Amendment No. 5
TDOT Contract (Transportation)
17. Purchase of 910 Ridgley Road (Schools)
18. Purchase of Properties in the Runway Protection Zone (Airport)
19. Fitness Grant Purchases (Fire)
20. NEOGOV Software System Agreement (Human Resources)
21. Comcast Enterprise Dark Fiber Agreement (Information Technology)
22. Purchase of Falcon 6-Ton Patch Body (Street)
23. Purchase of Snow Plows (Street)
24. Purchase of Rock Salt (Street)
25. Agreement for Intergovernmental Services (Administration)

Board & Commission Appointments

Licensing

26. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Housing Rehabilitation Change Order #1 – 437 S Highland Ave

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

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 additional rehabilitation assistance through the Community Development Housing Rehabilitation program.

Staff Recommendation

Approve Change Order #1 for additional assistance for the rehabilitation activity.

Background Information

A residence at 437 S Highland Ave was under a rehabilitation project when the decayed subfloor and framing was discovered in the bathroom. In addition, a bedroom door needed replacing along with stair stringers leading to the deck. The cost from the contractor, Rubicon Engineering Services, to preform this extra work is \$2,748.

Council Priorities Served

Responsible budgeting.

Utilizing CDBG funds assists the City in addressing housing deficiencies in the communities housing stock and maintain funds for other budgetary requirements.

Fiscal Impact

The expense, \$2,748, is fully funded by the Community Development Block Grant.

Attachment

Change Order #1 for additional rehabilitation work.

**CHANGE ORDER #1 TO
CONTRACT FOR REHABILITATION – CDBG
FOR MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT**

This **Change Order #1** for Contract for Rehabilitation – CDBG for the City of Murfreesboro, acting through its Community Development Department, dated September 6, 2024 (“Contract”) is effective as of the date of the last party to sign below, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, as Grantee; Willie A McGowan, Jr and Wife, Sandra McGowan (“Owner”); and Rubicon Engineering Services, LLC (“Contractor”).

WHEREAS, Owner and Contractor, with City’s approval, entered into the Contract pursuant to City’s ITB-49-2024 for certain rehabilitation services at 437 S. Highland Avenue, Murfreesboro, TN;

WHEREAS, pursuant to Section VIII and Exhibit B of the Contract, said Contract may be modified by written change order executed by all parties and approval by the City Council; and

WHEREAS, the parties desire to amend the Contract to include additional work for additional items and due to unforeseen conditions, all as listed below;

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

1. The parties agree to amend the contract to include the additional items listed below from Change Order Requests 001-004 as follows:

ITEM	COST
Original Project Cost	\$53,571.45
1. Change Order Request 001- Replace interior door	\$575.00
2. Change Order Request 002- Demolition and replacement of water damaged framing	\$525.00
3. Change Order Request 003- Demo and replace water damaged subfloor in bathroom	\$675.00
4. Change Order Request 004- Materials for repair and stain of side deck	\$972.17
Total	\$2,747.17
New Project Cost	\$56,318.62

2. All other terms of the Contract, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Change Order #1.

David Garrett, Contractor
Rubicon Engineering Services, LLC

Willie A. McGowan, Owner

Date: _____

Sandra McGowan, Owner

Date: _____

APPROVED BY CITY:

Date: _____

Name: Shane McFarland
Title: Mayor

APPROVED AS TO FORM:

Date: _____

Name: Adam Tucker
Title: City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Project Ledger Implementation Services

Department: Finance

Presented by: Erin Tucker, City Recorder/Chief Financial Officer

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 with Tyler Technologies for E-ERP Project Ledger Implementation services

Staff Recommendation

Approve the contract amendment with Tyler Technologies for E-ERP Project Ledger Implementation services

Background Information

An amendment is needed for the Tyler Technologies financial reporting software solution to provide implementation services for the Project Ledger module. This module will provide enhanced accounting and reporting capabilities for grants, capital improvement and fixed assets.

Council Priorities Served

Responsible budgeting

Enhanced accounting and reporting capabilities for grants, capital improvements and fixed assets.

Fiscal Impact

The one-time cost of \$15,300 will be funded equally from the Finance and Murfreesboro Water Resources operating budgets.

Attachment

Tyler Technologies Sales Quote



Quoted By: Jeremy Shaw
Quote Expiration: 06/30/25
Quote Name: City of Murfreesboro - ERP -
Project Ledger Implementation
Quote Description: Implementation and training
services

Sales Quotation For:

City of Murfreesboro
PO Box 1139
Murfreesboro TN 37133-1139

Shipping Address:

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	52	\$ 225.00	\$ 0.00	\$ 11,700.00	\$ 0.00
Project Management	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
TOTAL				\$ 15,300.00	\$ 0.00

Summary

Total Tyler License Fees
Total SaaS
Total Tyler Services

One Time Fees

\$ 0.00
\$ 0.00
\$ 15,300.00

Recurring Fees

\$ 0.00
\$ 0.00
\$ 0.00

Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 15,300.00	\$ 0.00
Contract Total	\$ 15,300.00	

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

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.

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Network and Computer Security Service

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 renewal of citywide cybersecurity solution contract.

Staff Recommendation

Approve the continual use of a cybersecurity solution for network and computer services.

Background Information

The Department requests to renew the city's cybersecurity services solution contract for an additional three years. The solution is a hybrid service/application that monitors and prevent malicious computer and network attacks inside and outside of the network. *(For security purposes, the vendor and software name are being protected.)*

Council Priorities Served

Maintain Public Safety

Fiscal Impact

The pricing is based off the TN State Contract. Funding for the purchase is \$52,746.88 per year for three years, for a total cost of \$158,240.64. Funding of \$30,000 per year will come from the IT Department's budget and the remaining will be funded from the MWRD budget.

Attachments

Network and Computer Security Service

Country	Year	Population (millions)	Population (millions)	Population (millions)	Population (millions)
Algeria	2000	24.0	24.0	24.0	24.0
Algeria	2001	24.0	24.0	24.0	24.0
Algeria	2002	24.0	24.0	24.0	24.0
Algeria	2003	24.0	24.0	24.0	24.0
Algeria	2004	24.0	24.0	24.0	24.0
Algeria	2005	24.0	24.0	24.0	24.0
Algeria	2006	24.0	24.0	24.0	24.0
Algeria	2007	24.0	24.0	24.0	24.0
Algeria	2008	24.0	24.0	24.0	24.0
Algeria	2009	24.0	24.0	24.0	24.0
Algeria	2010	24.0	24.0	24.0	24.0
Algeria	2011	24.0	24.0	24.0	24.0
Algeria	2012	24.0	24.0	24.0	24.0
Algeria	2013	24.0	24.0	24.0	24.0
Algeria	2014	24.0	24.0	24.0	24.0
Algeria	2015	24.0	24.0	24.0	24.0
Algeria	2016	24.0	24.0	24.0	24.0
Algeria	2017	24.0	24.0	24.0	24.0
Algeria	2018	24.0	24.0	24.0	24.0
Algeria	2019	24.0	24.0	24.0	24.0
Algeria	2020	24.0	24.0	24.0	24.0
Algeria	2021	24.0	24.0	24.0	24.0
Algeria	2022	24.0	24.0	24.0	24.0
Algeria	2023	24.0	24.0	24.0	24.0
Algeria	2024	24.0	24.0	24.0	24.0
Algeria	2025	24.0	24.0	24.0	24.0
Algeria	2026	24.0	24.0	24.0	24.0
Algeria	2027	24.0	24.0	24.0	24.0
Algeria	2028	24.0	24.0	24.0	24.0
Algeria	2029	24.0	24.0	24.0	24.0
Algeria	2030	24.0	24.0	24.0	24.0
Algeria	2031	24.0	24.0	24.0	24.0
Algeria	2032	24.0	24.0	24.0	24.0
Algeria	2033	24.0	24.0	24.0	24.0
Algeria	2034	24.0	24.0	24.0	24.0
Algeria	2035	24.0	24.0	24.0	24.0
Algeria	2036	24.0	24.0	24.0	24.0
Algeria	2037	24.0	24.0	24.0	24.0
Algeria	2038	24.0	24.0	24.0	24.0
Algeria	2039	24.0	24.0	24.0	24.0
Algeria	2040	24.0	24.0	24.0	24.0
Algeria	2041	24.0	24.0	24.0	24.0
Algeria	2042	24.0	24.0	24.0	24.0
Algeria	2043	24.0	24.0	24.0	24.0
Algeria	2044	24.0	24.0	24.0	24.0
Algeria	2045	24.0	24.0	24.0	24.0
Algeria	2046	24.0	24.0	24.0	24.0
Algeria	2047	24.0	24.0	24.0	24.0
Algeria	2048	24.0	24.0	24.0	24.0
Algeria	2049	24.0	24.0	24.0	24.0
Algeria	2050	24.0	24.0	24.0	24.0
Algeria	2051	24.0	24.0	24.0	24.0
Algeria	2052	24.0	24.0	24.0	24.0
Algeria	2053	24.0	24.0	24.0	24.0
Algeria	2054	24.0	24.0	24.0	24.0
Algeria	2055	24.0	24.0	24.0	24.0
Algeria	2056	24.0	24.0	24.0	24.0
Algeria	2057	24.0	24.0	24.0	24.0
Algeria	2058	24.0	24.0	24.0	24.0
Algeria	2059	24.0	24.0	24.0	24.0
Algeria	2060	24.0	24.0	24.0	24.0</

QUOTE DETAILS (CONT.)

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	I	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SUBTOTAL	\$158,240.64
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$158,240.64

PURCHASER BILUNG INFO

Billing Address:
 CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO, TN 37130-3573
Phone: (615) 893-5210
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
 CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO, TN 37130-3573
Phone: (615) 893-5210
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

[REDACTED]



Sales Contact Info

[REDACTED]

Need Help?

☐ My Account
 ☐ Support
 ☐ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Mandatory Referral for Abandonment of a Drainage Easement along Robert Rose Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of a portion of a drainage easement along Robert Rose Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission is scheduled to consider this request at its December 18, 2024 regular meeting and is expected to recommend approval at that time. However, should the Planning Commission not recommend approval at that meeting, Staff will withdraw this item from the Council agenda.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of a drainage easement on property located along the north side of Robert Rose Drive identified as 316 Robert Rose Drive, which is the new location of Murfreesboro Water Resources Department (MWRD). The City purchased the property several years ago and has been renovating the building and constructing site improvements in anticipation of MWRD occupying the property. The approved plans for MWRD's site improvements include the rerouting of the existing drainage pipe located within the subject easement, as the new customer kiosk building has been built on the portion of the easement proposed to be abandoned. As the easement abandonment and the associated rerouting of the pipe were part of the approved plans, the City's Public Infrastructure Division has no objection to the proposed abandonment. An additional drainage easement area to accommodate the rerouted pipe is proposed to be recorded on the resubdivision plat.

Planning Staff recommends that the City Council approve this request subject to the following conditions:

- 1) The legal instrument(s) abandoning the easement will be subject to the final review and approval of the Legal Department.
- 2) The final plat for the resubdivision of the subject property shall: a) include the dedication of the additional drainage easement area; and b) shall be recorded

simultaneously with the recording of the quitclaim deed abandoning the easement.

Council Priorities Served

Establish Strong City Brand

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

Expand Infrastructure

The abandonment of this easement will help in retrofitting the property for its long-term use by MWRD in an effort to continually improve its services and to offer greater convenience to its customers.

Attachments:

1. Staff comments from 12/18/2024 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 18, 2024
PROJECT PLANNER: MATTHEW BLOMELEY**

9.a. Mandatory Referral [2024-730] for the abandonment of a portion of a drainage easement on property located at 316 Robert Rose Drive, ELI, LLC on behalf of the Murfreesboro Water Resources Department applicant.

This mandatory referral request to abandon a portion of an existing drainage easement is from Tim Haggard of ELI, LLC, on behalf of the Murfreesboro Water Resources Department (MWRD). The easement in question is located on the property addressed as 316 Robert Rose Drive, which is the new location of MWRD. The property in question is located at the northeast corner of the intersection of Robert Rose Drive and the new Gateway Boulevard extension, just east of The Oaks shopping center. The City purchased the property several years ago and has been renovating the building and constructing site improvements in anticipation of MWRD occupying the property. MWRD plans to move into the building this month.

The drainage easement in question was recorded a number of years ago. The approved plans for MWRD's site improvements include the rerouting of the existing drainage pipe located within that easement, as the new customer kiosk building has been built on the portion of the easement proposed to be abandoned. As the easement abandonment and the associated rerouting of the pipe were part of the approved plans, the proposed easement abandonment was expected. As such, the City's Public Infrastructure Division has no objection to the proposed abandonment. An additional drainage easement area to accommodate the rerouted pipe is proposed to be recorded on the resubdivision plat.

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

1. The legal instrument(s) abandoning the easement will be subject to the final review and approval of the Legal Department.
2. The final plat for the resubdivision of the subject property shall: a) include the dedication of the additional drainage easement area; and b) shall be recorded simultaneously with the recording of the quitclaim deed abandoning the easement.



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: 092//023.02

Address (if applicable): 316-318 Robert Rose Dr.

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Partial Abandonment of Drainage Easement

Applicant Information:

Name of Applicant: Tim Haggard, PE, RLS (on behalf of MWRD)

Company Name (if applicable): Energy Land & Infrastructure, LLC

Street Address or PO Box: 745 S. Church Street, Suite 801

City: Murfreesboro

State: TN

Zip Code: 37130

Email Address:

Phone Number: 615-438-9664

Required Attachments:

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

Applicant Signature

12/6/24

Date



745 S. Church Street
Suite 801
Murfreesboro, TN 37130

615.383.6300
eli-llc.com

December 6, 2024

Matthew Blomeley, AICP
Assistant Planning Director
City of Murfreesboro Planning Dept.
111 W. Vine St.
Murfreesboro, TN 37130

RE: Mandatory Referral Application
Partial Abandonment of Drainage Easement
Map 92 Parcel 23.02
316-318 Robert Rose Drive

Dear Mr. Blomeley,

This letter and the Mandatory Referral Application to which it refers is associated with the redevelopment of the referenced parcel for use by the Murfreesboro Water Resources Department for their new administration building and the Final Plat – Robert Rose Drive Commercial Center Subdivision, Third Resubdivision of Lot 3 and Second Resubdivision of Lot 2. The redevelopment included expansion of on-site parking and the addition of a stand-alone drive-through customer kiosk. Due to the configuration of the site, options were limited for the kiosk location. The selected location was in conflict with an existing storm drainage pipe and its associated easement. As a result, the storm pipe was rerouted away from the kiosk location and additional easement was added for the new location. This Mandatory Referral Application is being submitted for abandonment of that portion of the old storm drainage easement that is in conflict with the new customer service kiosk.

Please refer to the attached Easement Abandonment Exhibit and the Easement Abandonment Description for additional clarification and details.

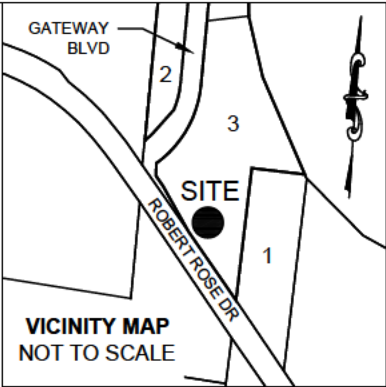
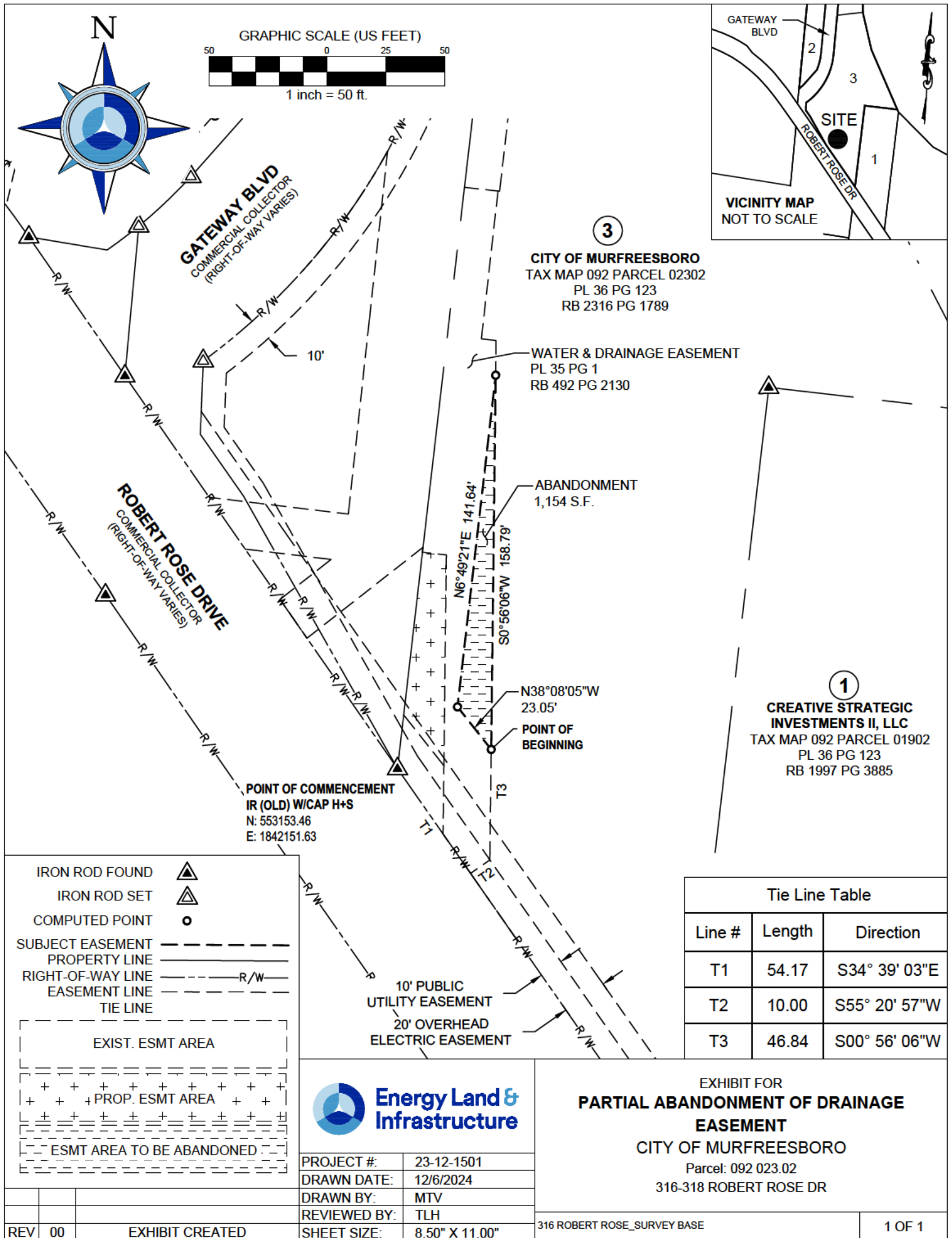
Sincerely,
ENERGY LAND & INFRASTRUCTURE, LLC

A handwritten signature in blue ink, appearing to read 'Timothy L. Haggard', written over a white background.

Timothy L. Haggard, PE, RLS
Associate Vice President

copy: Valerie Smith, Doug Swann

attachments: 1) Mandatory Referral Application
2) Easement Abandonment Exhibit
3) Easement Abandonment Description



3
CITY OF MURFREESBORO
TAX MAP 092 PARCEL 02302
PL 36 PG 123
RB 2316 PG 1789

WATER & DRAINAGE EASEMENT
PL 35 PG 1
RB 492 PG 2130

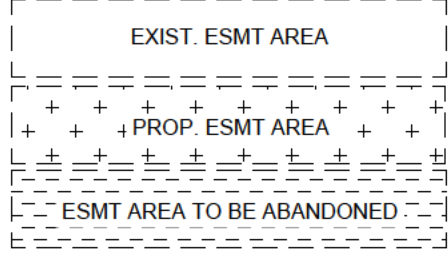
ABANDONMENT
1,154 S.F.

N38°08'05"W
23.05'
POINT OF BEGINNING

1
CREATIVE STRATEGIC
INVESTMENTS II, LLC
TAX MAP 092 PARCEL 01902
PL 36 PG 123
RB 1997 PG 3885

POINT OF COMMENCEMENT
IR (OLD) W/CAP H+S
N: 553153.46
E: 1842151.63

- IRON ROD FOUND
- IRON ROD SET
- COMPUTED POINT
- SUBJECT EASEMENT
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- TIE LINE



10' PUBLIC
UTILITY EASEMENT
20' OVERHEAD
ELECTRIC EASEMENT

Tie Line Table		
Line #	Length	Direction
T1	54.17	S34° 39' 03"E
T2	10.00	S55° 20' 57"W
T3	46.84	S00° 56' 06"W



PROJECT #:	23-12-1501
DRAWN DATE:	12/6/2024
DRAWN BY:	MTV
REVIEWED BY:	TLH
SHEET SIZE:	8.50" X 11.00"

EXHIBIT FOR
**PARTIAL ABANDONMENT OF DRAINAGE
EASEMENT**
CITY OF MURFREESBORO
Parcel: 092 023.02
316-318 ROBERT ROSE DR

REV	00	EXHIBIT CREATED
-----	----	-----------------

Partial Abandonment of Existing Drainage Easement
Map 092 Parcel 23.02

Being a portion of an existing 20 foot wide drainage easement upon and across the property of the City of Murfreesboro located in the 13th Civil District of Rutherford County, Tennessee of record in Record Book 2316 Page 1789 Register's Office of Rutherford County, Tennessee (RORCTN) being Lot 3 of the Prince Property and 2nd Resubdivision of Lot 3, Robert Rose Drive Commercial Center of record in Plat Book 36 Page 123 RORCTN, said easement being recorded in Record Book 492 Page 2130 RORCTN as also shown on the Resubdivision Plat of Robert Rose Drive Commercial Center – Lot 3 of record in Plat Book 35 Page 1 RORCTN; said easement portion being more particularly described as follows:

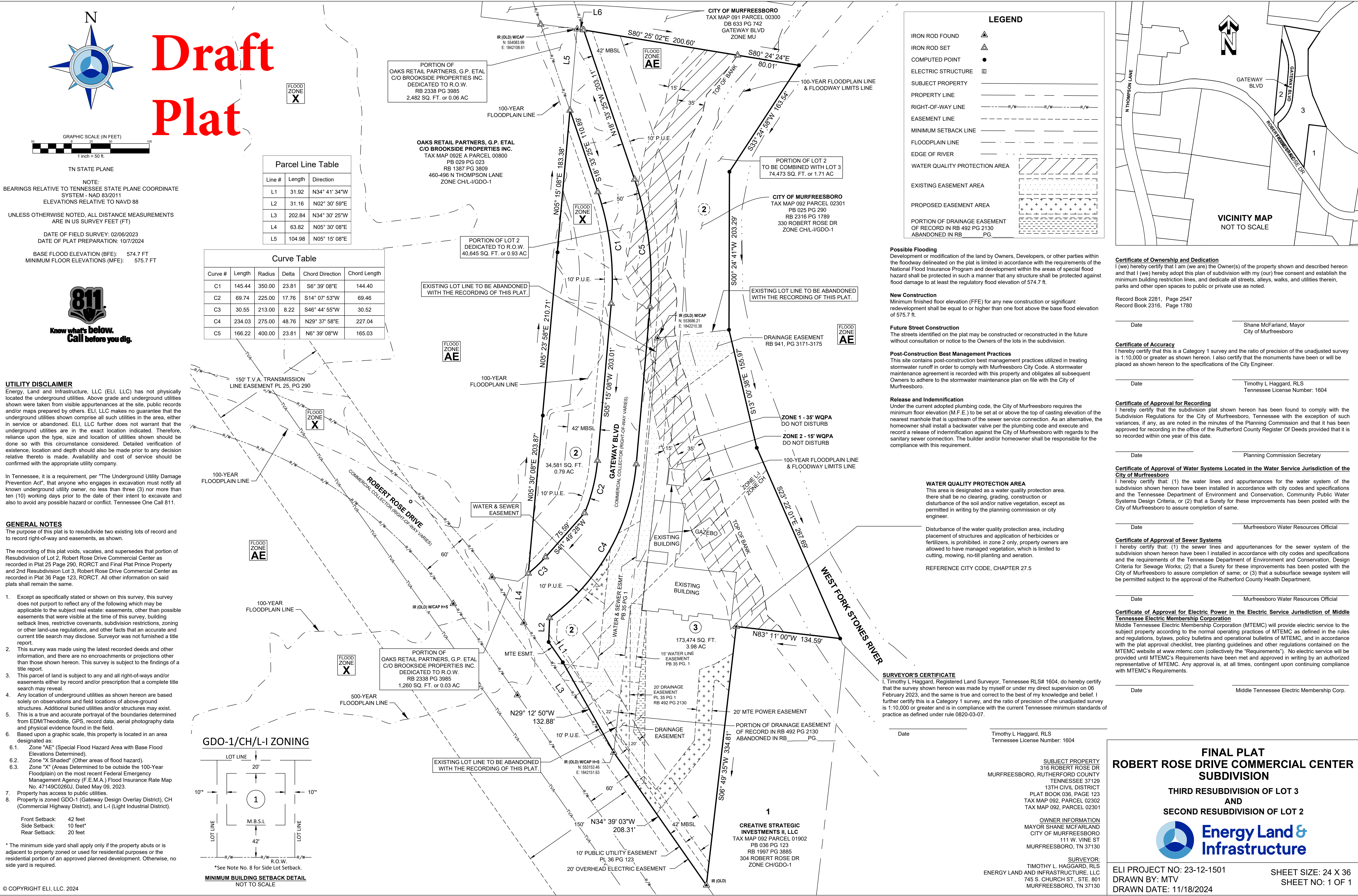
Commencing at an iron rod found with a cap stamped H&S in the northeast right-of-way line of Robert Rose Drive and being the southwest corner of said Lot 3 of the Prince Property and 2nd Resubdivision of Lot 3, Robert Rose Drive Commercial Center;

Thence with said right-of-way line of Robert Rose Drive, South 34 degrees 39 minutes 03 seconds East, 54.17 feet to the southernmost corner of the existing drainage easement described above;

Thence leaving said right-of-way with the easterly line of said easement across Lot 3 with the following calls: North 55 degrees 20 minutes 57 seconds East, 10.00 feet; North 0 degrees 56 minutes 06 seconds East, 46.84 feet to the POINT OF BEGINNING of the portion of said drainage easement to be abandoned;

Thence with the following calls: North 38 degrees 08 minutes 05 seconds West, 23.05 feet, and North 6 degrees 49 minutes 21 seconds East, 141.64 feet to said easterly line of the existing drainage easement;

Thence with said easterly line, South 0 degrees 56 minutes 06 seconds West, 158.79 feet to the Point of Beginning, forming a triangular area of abandonment, and containing 1154 square feet, more or less.



COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Mandatory Referral for Abandonment of East Northfield Boulevard Right-of-Way

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of two portions of East Northfield Boulevard right-of-way west of its intersection with North Tennessee Boulevard.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its December 4, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning two portions of East Northfield Boulevard right-of-way west of its intersection with North Tennessee Boulevard. The rights-of-way in question were dedicated as turnouts for future public streets. However, plans were recently approved for the Northfield Acres development, which will contain private streets intersecting with East Northfield at different locations, negating the need for these two rights-of-way.

The Planning Department reached out to utilities and other City Departments and found no reason for these areas to remain as right-of-way. Additional information can be found in the attached Planning Commission materials.

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

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portions of the right-of-way in question. Such instrument(s) shall be subject to the final approval of the City Legal Department.
2. The applicant shall be responsible for recording the instrument(s), including payment of the recording fee.
3. The two rights-of-way being abandoned shall remain public utility easements

over the entire abandonment areas. The easements shall be recorded by deed simultaneously with the recording of the quitclaim deed abandoning the right-of-way and shall be subsequently depicted on the recorded plat for the subject property.

Council Priorities Served

Establish Strong City Brand

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

Attachments:

1. Staff comments from 12/04/2024 Planning Commission meeting
2. Memo from Staff summarizing feedback from other departments and utilities
3. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 4, 2024
PROJECT PLANNER: HOLLY SMYTH**

4.b. Mandatory Referral [2024-725] to consider the abandonment of two segments of East Northfield Boulevard right-of-way, Haury & Smith Contractors, Inc. applicant.

In this mandatory referral, the Planning Commission is being asked to consider abandoning two small portions of right-of-way (ROW) of East Northfield Boulevard containing approximately 1,779 square-feet in area. In 2001 these rights-of-way were recorded through Record Book 85, page 1070 as acquired right-of-way. Two asphalt driveways were constructed within these two areas but development to the north has not yet occurred.

The Northfield Acres PUD project has approved new access points into the new development area at different locations than these two driveways. Therefore, these existing asphalted areas will not be needed as they will not be providing access into the development.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed ROW abandonment. Their responses are included in the attached memorandum from Planning staff. The report attachments include the map depicting the location of the ROW in question. Based on feedback received from utilities, there are MWRD sanitary sewer, Comcast, and AT&T facilities either underground or in the aerial lines above. **Therefore, if the ROW areas are abandoned, then public utility easements will need to be retained to accommodate the existing utility infrastructure.**

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

1. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. Such instrument(s) shall be subject to the final approval of the City Legal Department.
2. The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
3. The 2 right-of-way abandonment areas shall retain public utility easements over the entire abandonment areas. The easements shall be recorded by deed simultaneously with the recording of the quitclaim deed abandoning the right-of-way and shall subsequently be depicted on the recorded plat for the subject property.

Action Needed

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

Attachments:

- Memorandum from Planning Staff regarding responses
- Non-Ortho and Ortho maps depicting the abandonment area
- Applicants request to abandon ROW letter, legal descriptions, and engineer map

Memorandum

To: Ben Newman, Planning Director
Matthew Blomeley, Assistant Planning Director
From: Holly Smyth, AICP Principal Planner
Date: November 25, 2024
Re: Mandatory Referral 2024-725: Abandonment of driveway portion of East Northfield Boulevard
Right-of-way (ROW) east of North Tennessee Boulevard

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

Engineering & Streets Departments

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

Planning Department

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as pay any recording fees. In place of the ROW, the two areas should become public utility easements to retain access to existing utilities within the areas. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

Fire and Rescue Department

MFRD does not have any comments on the abandonment.

Police Department

The Murfreesboro Police Department has no issues with the ROW abandonment request.

Solid Waste Department

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

Murfreesboro Water Resources Department (MWRD)

MWRD is not affected by the abandonment other than the need to retain sanitary sewer easements.

Consolidated Utility District (CUD)

Not within CUD's service area.

Middle Tennessee Electric Members Cooperative (MTE)

No MTE comments for this abandonment. MTE will take care of any easements with the development.

AT&T

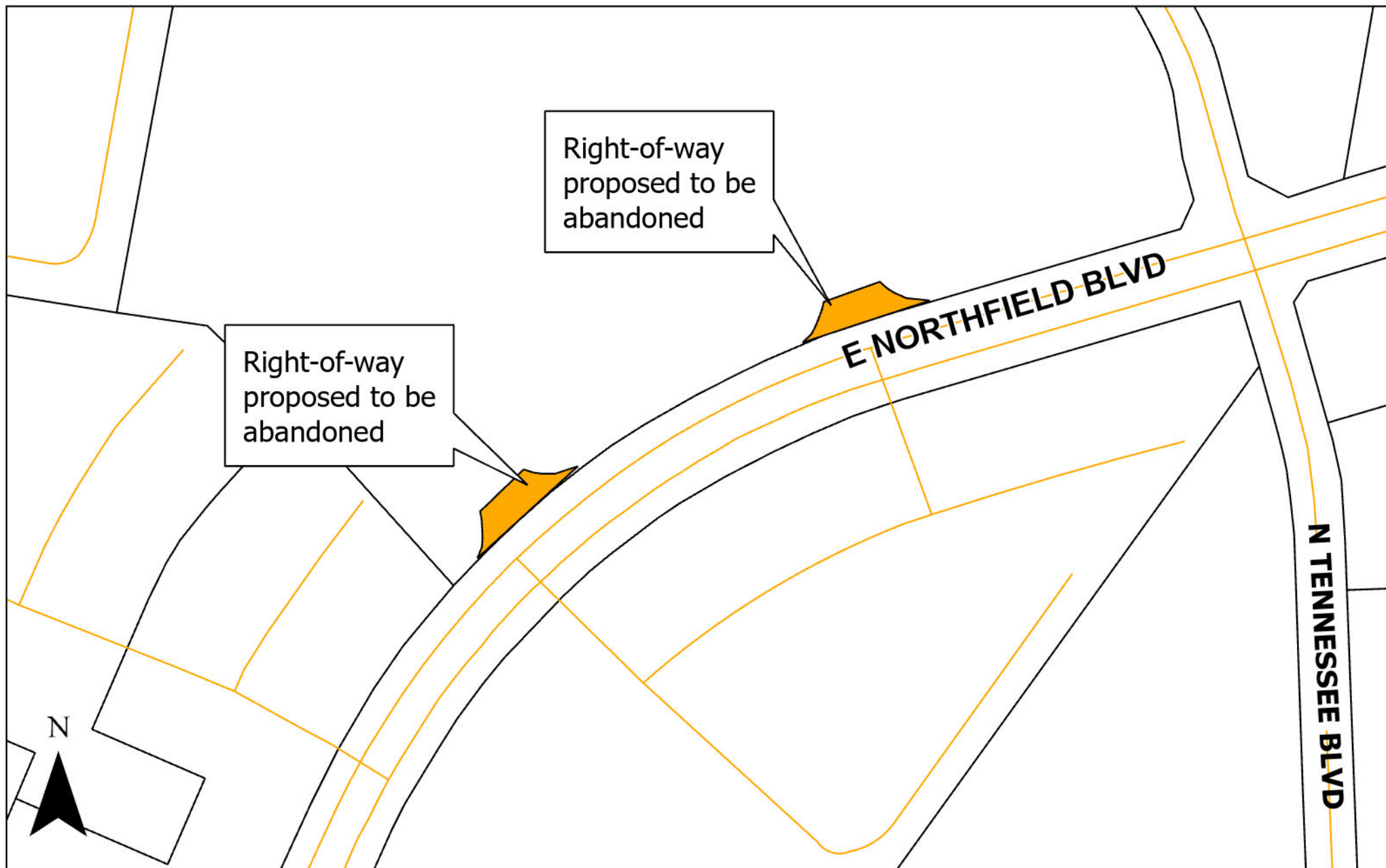
AT&T has buried and aerial facilities across these two driveways that need to remain accessible.

Atmos Energy

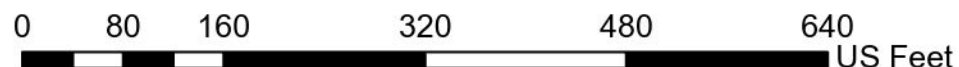
Atmos Energy has no issue with the abandonment of the ROW in this area.

Comcast

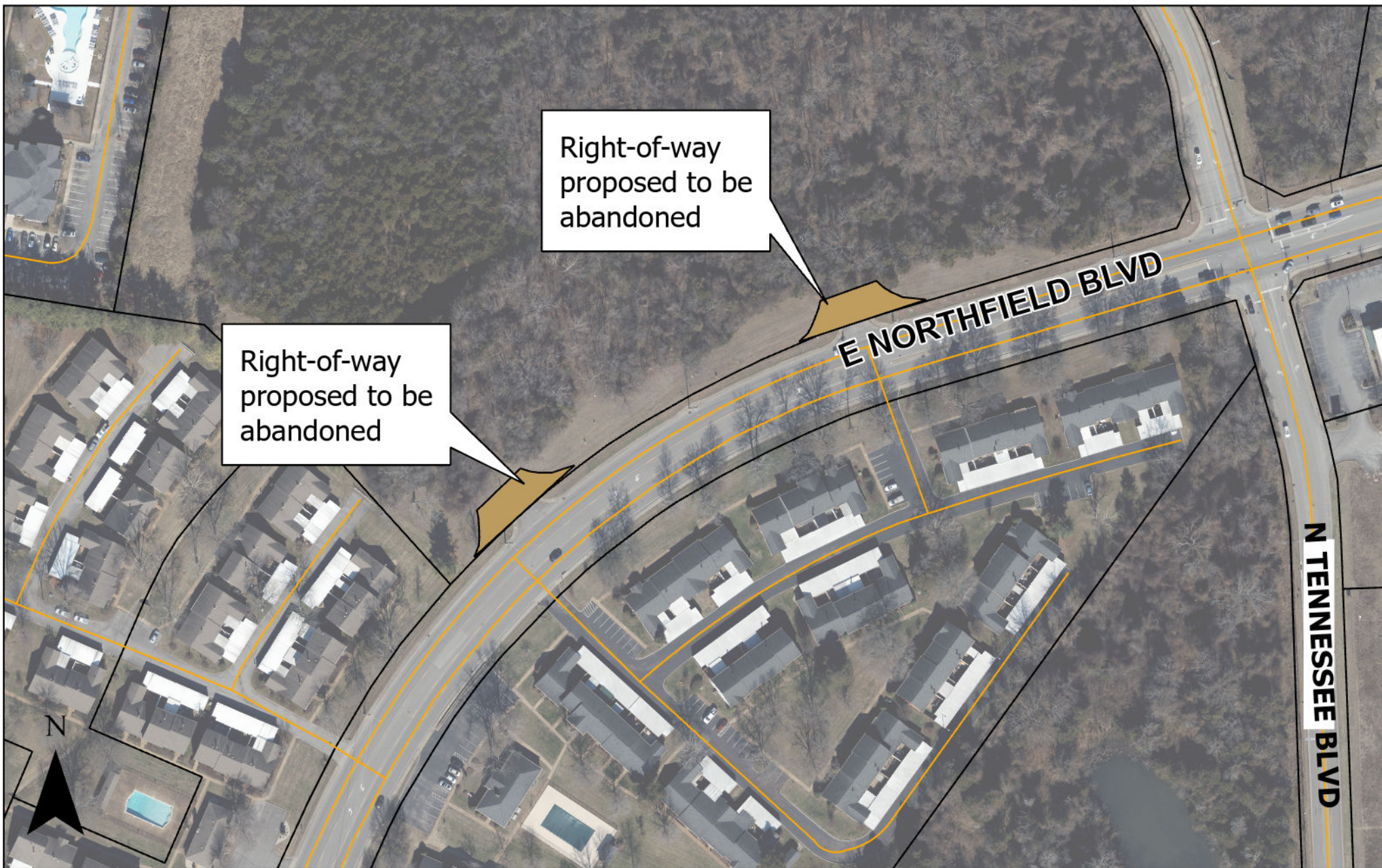
Comcast has aerial facilities along this route that need to remain accessible.



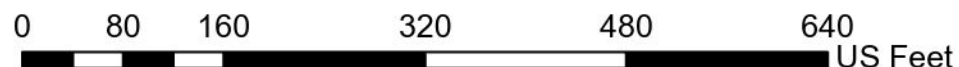
Request to abandon segments of East Northfield Boulevard
right-of-way



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



Request to abandon segments of East Northfield Boulevard
right-of-way



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



City of Murfreesboro

Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel:

Address (if applicable):

Street Name (if abandonment of ROW):

Type of Mandatory Referral:

Applicant Information:

Name of Applicant:

Company Name (if applicable):

Street Address or PO Box:

City:

State:

Zip Code:

Email Address:

Phone Number:

Required Attachments:

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

Applicant Signature

Date

November 27, 2024

Ms. Holly Smyth
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Northfield Acres
ROW Abandonment Mandatory Referral
SEC Project No. 18116

Dear Holly,

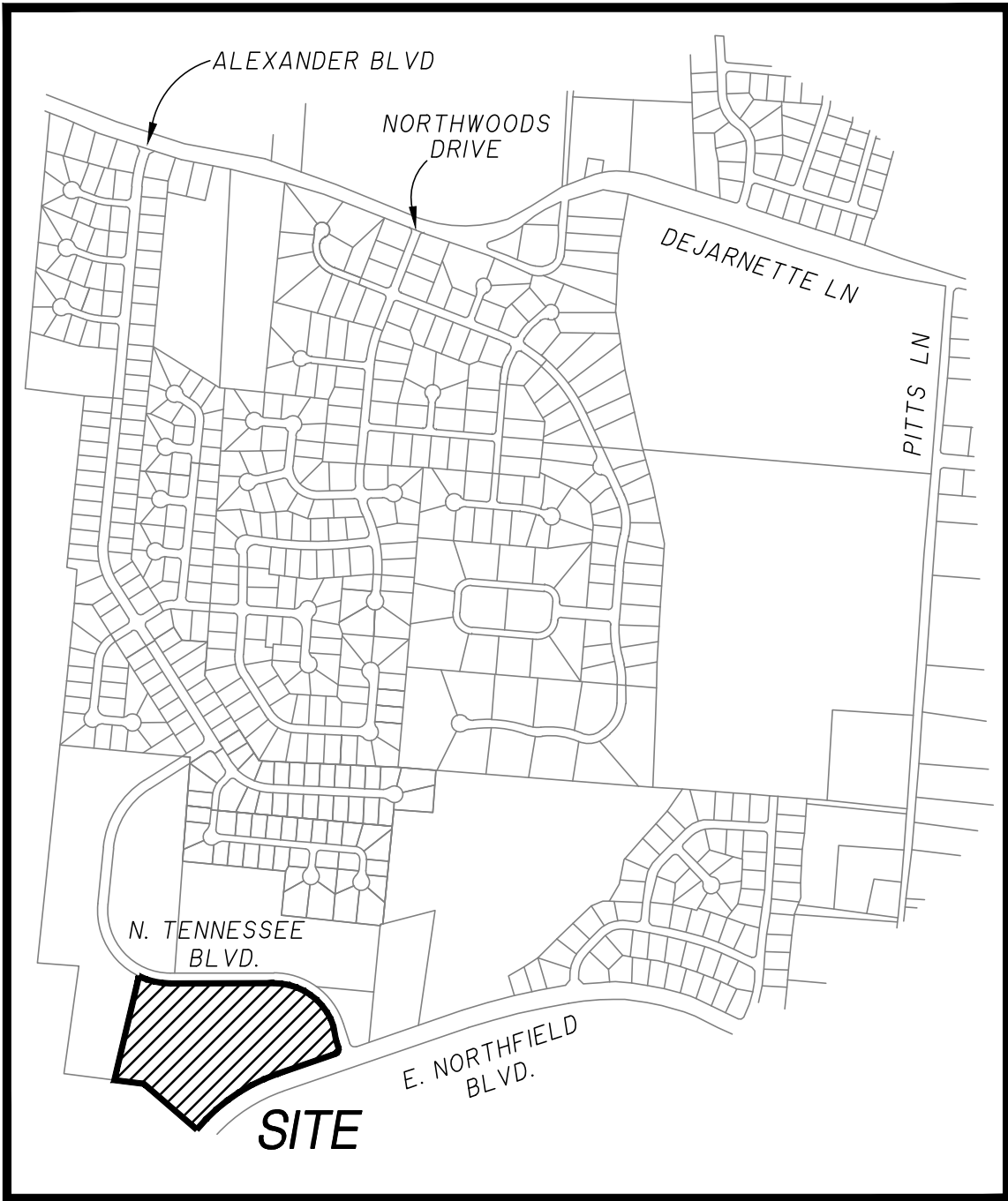
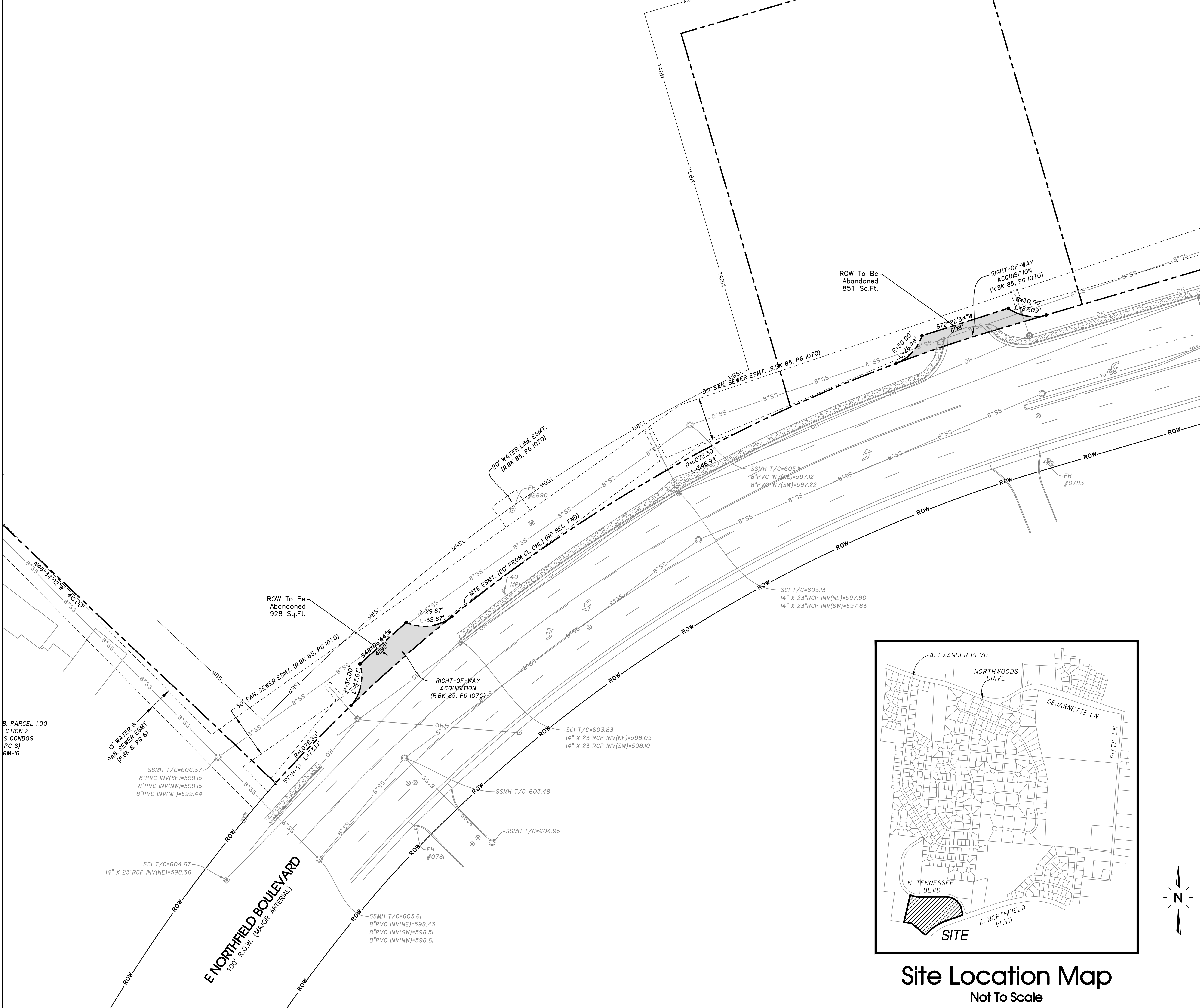
Please find the attached supplemental documents to support the mandatory referral request to abandon portions of the Right-Of-Way at the property located along E. Northfield Blvd.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901.

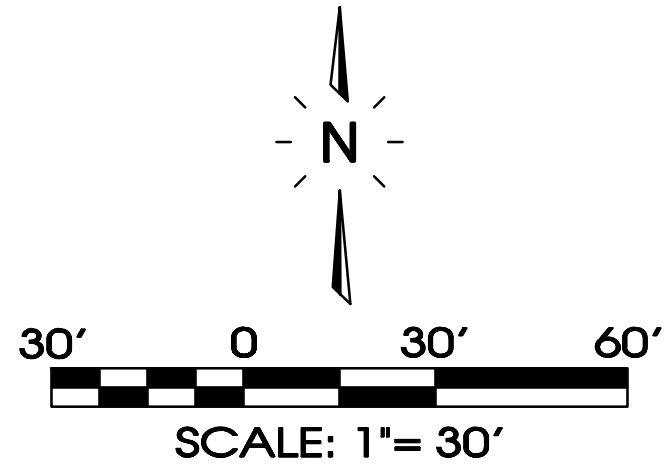
Sincerely,

Handwritten signature of Matt Taylor in red ink.

Matt Taylor, P.E.
SEC, Inc.



Site Location Map
Not To Scale



Know what's below.
Call before you dig.

ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567
NO PORTION OF THIS DRAWING MAY BE
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SEC, Inc.

REVIEW SET
(Not intended for construction)

Northfield Acres

Murfreesboro, Tennessee

ROW Abandonment Exhibit

C1.0

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)
Award Acceptance

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

2024 Edward Byrne Memorial Justice Assistance Grant (JAG) has been awarded.

Staff Recommendation

Accept the 2024 JAG Grant award.

Background Information

In September 2024, Council approved the application and MOU for the City and sub-recipient County Sheriff's Office for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG). The Department of Justice has approved our application for the purchase of law enforcement equipment and has awarded the 2024 JAG Grant.

Council Priorities Served

Maintain Public Safety

Law enforcement equipment purchased will provide additional resources for Police officers.

Responsible Budgeting

The grant does not require a financial match. It is prudent of the City to take advantage of Federal grant funds, thus freeing City resources for other necessary expenditures.

Fiscal Impacts

None. Grant revenue and expenditures for the Police Department will increase \$61,957 each, resulting in no effect to the General Fund budget.

Attachments

2024 Edward Byrne Memorial Justice Assistance Grant (JAG) award document.

From: [Amanda DeRosia](#)
To: [Jenny Licsko](#); [Reba Carleton](#); [Kristen Ruano](#)
Subject: FW: [EXTERNAL]- DOJ Justice Grants System - Award Number 15PBJA-24-GG-05134-JAGX Notification
Date: Friday, December 6, 2024 11:41:22 AM
Attachments: [.datacontent\magerte\images\justgrants_seal_final_43A942_F2F3F41591889687873.png](#)

Just got the news that our JAG grant was approved!

From: do-not-reply@usdoj.gov <do-not-reply@usdoj.gov>
Sent: Thursday, December 5, 2024 8:04 PM
To: Amanda DeRosia <aderosia@murfreesborotn.gov>; Amanda DeRosia <aderosia@murfreesborotn.gov>; Amanda DeRosia <aderosia@murfreesborotn.gov>
Subject: [EXTERNAL]- DOJ Justice Grants System - Award Number 15PBJA-24-GG-05134-JAGX Notification



JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14278672 submitted under the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Yolaine Faustin at 202-353-1720 and Yolaine.Faustin@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Tracy Brown – Assistant Director, Street

Requested Council Action:

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

Summary

Asphalt and concrete purchases report.

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

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

Attachments

Asphalt and Concrete Purchases Report

FY25 STREET DEPARTMENT ASPHALT PURCHASES

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

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/1/2024	Vulcan	307BM PG 64-22	\$ 76.00	9.69	\$ 736.44	\$ 736.44
8/14/2024	Vulcan	307BM PG 64-22	\$ 76.00	4.32	\$ 328.32	\$ 1,064.76
8/28/2024	Vulcan	411E PG 64-22	\$ 87.50	5.31	\$ 464.63	\$ 1,529.39
8/29/2024	Vulcan	411E PG 64-22	\$ 87.50	6.40	\$ 560.00	\$ 2,089.39
9/6/2024	Vulcan	411E PG 64-22	\$ 87.50	4.29	\$ 375.38	\$ 2,464.77
10/4/2024	Vulcan	411E PG 64-22	\$ 84.70	12.32	\$ 1,043.50	\$ 3,508.27
10/31/2024	Vulcan	307BM PG 64-22	\$ 73.90	10.28	\$ 759.69	\$ 4,267.96
10/31/2024	Vulcan	411E PG 64-22	\$ 134.45	1.26	\$ 169.41	\$ 4,437.37
10/31/2024	Vulcan	411E PG 64-22	\$ 140.00	1.21	\$ 169.40	\$ 4,606.77
10/31/2024	Vulcan	411E PG 64-22	\$ 152.61	1.11	\$ 169.40	\$ 4,776.17
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	8.31	\$ 703.86	\$ 5,480.02
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	4.17	\$ 353.20	\$ 5,833.22
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	3.24	\$ 274.43	\$ 6,107.65
11/4/2024	Vulcan	411E PG 64-22	\$ 84.27	5.27	\$ 444.10	\$ 6,551.75
11/5/2024	Vulcan	411E PG 64-22	\$ 84.27	14.11	\$ 1,189.05	\$ 7,740.80
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	4.40	\$ 370.79	\$ 8,111.59
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	2.42	\$ 203.93	\$ 8,315.52
11/21/2024	Vulcan	411E PG 64-22	\$ 84.27	3.43	\$ 289.05	\$ 8,604.57
			\$ -	0.00	\$ -	\$ 8,604.57

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/2/2024	Wiregrass Construction	Commercial 411-E	\$ 94.98	13.00	\$ 1,234.74	\$ 1,234.74
7/3/2024	Wiregrass Construction	Commercial 411-E	\$ 95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/2024	Wiregrass Construction	TDOT 411-D PG 64-22	\$ 113.03	3.41	\$ 385.43	\$ 2,765.16
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.43	\$ 1,674.75	\$ 4,439.92
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.59	\$ 1,687.26	\$ 6,127.18
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	20.40	\$ 1,594.26	\$ 7,721.44
8/15/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	3.08	\$ 293.19	\$ 8,014.62
8/16/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	6.89	\$ 655.86	\$ 8,670.48
8/27/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	5.88	\$ 559.72	\$ 9,230.20
9/9/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	6.56	\$ 623.53	\$ 9,853.73
9/10/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.91	\$ 466.70	\$ 10,320.42
9/18/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.30	\$ 408.72	\$ 10,729.14
10/1/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.26	\$ 400.23	\$ 11,129.36
10/2/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.00	\$ 375.80	\$ 11,505.16
10/3/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	10.11	\$ 949.83	\$ 12,455.00
10/7/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	6.16	\$ 578.73	\$ 13,033.73
10/10/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.21	\$ 395.53	\$ 13,429.26
10/14/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	8.31	\$ 780.72	\$ 14,209.98
10/25/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.25	\$ 399.29	\$ 14,609.27
10/28/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	5.94	\$ 558.06	\$ 15,167.33

FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	2.00		\$ 252.00	\$ 252.00
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 528.00
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	4.00		\$ 552.00	\$ 1,080.00
		Min Load Charge	\$ 75.00	1.00		\$ 75.00	\$ 1,155.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 1,205.00
		Retarder 2%	\$ 8.00	4.00		\$ 32.00	\$ 1,237.00
7/10/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 1,513.00
7/11/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.50		\$ 207.00	\$ 1,720.00
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 1,996.00
7/15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,203.00
7/16/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 2,341.00
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,548.00
7/18/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 2,893.00
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 3,100.00
7/26/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,238.00
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,376.00
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$ 140.00	2.00		\$ 280.00	\$ 3,656.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 3,666.00
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,804.00
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$ 135.00	1.00		\$ 135.00	\$ 3,939.00
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,215.00
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,491.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 4,629.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,905.00
8/13/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	10.00		\$ 1,260.00	\$ 6,165.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 6,215.00
8/13/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 6,560.00
8/15/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 6,698.00
8/26/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 6,905.00
8/27/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 7,043.00
		Fiber 1 half fibers	\$ 3.00	1.00		\$ 3.00	\$ 7,046.00
8/30/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 7,322.00
		Retarder 2%	\$ 8.00	2.00		\$ 16.00	\$ 7,338.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 7,348.00
9/3/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 7,693.00
9/4/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	3.00		\$ 414.00	\$ 8,107.00
9/5/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 8,314.00
9/6/2024	Nashville Ready Mix	3500LF5 PSI AE	\$ 137.00	2.00		\$ 274.00	\$ 8,588.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 8,598.00
9/9/2024	Nashville Ready Mix	5555CF5	\$ 147.00	1.50		\$ 220.50	\$ 8,818.50
		Half-Fibers .50lb dose	\$ 3.00	1.50		\$ 4.50	\$ 8,823.00
9/11/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$ 138.00	\$ 8,961.00
9/13/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$ 138.00	\$ 9,099.00
9/16/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 9,375.00
9/17/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 9,651.00
9/19/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 9,858.00
9/20/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 9,996.00
9/26/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,203.00
10/8/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,410.00
10/9/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 10,548.00
10/11/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,755.00
10/15/2024	Nashville Ready Mix	3500 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,962.00
10/16/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 11,169.00
10/17/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 11,307.00
10/18/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 11,514.00
10/21/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 11,859.00
10/22/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 12,135.00
10/23/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 12,480.00
10/24/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 12,825.00
10/25/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 12,963.00
11/8/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 13,308.00
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 13,343.00
11/12/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 13,688.00
11/13/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 13,826.00
11/14/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 14,033.00
11/27/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 14,240.00
12/9/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 14,585.00

FY 25 STREET DEPARTMENT CONCRETE PURCHASES

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

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/18/2024	Smyrna Ready Mix	3000 PSI Start Chips	\$ 144.00	1.50		\$ 216.00	\$ 216.00
11/27/2024	Smyrna Ready Mix	5000 PSI Strt Concrete	\$ 155.00	5.00		\$ 775.00	\$ 991.00
		Environmental/Fuel	\$ 40.00	1.00		\$ 40.00	\$ 1,031.00
		Residential Fibers	\$ 3.00	5.00		\$ 15.00	\$ 1,046.00
		System Short Load	\$ 100.00	1.00		\$ 100.00	\$ 1,146.00

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Mechanical and Electrical Services Contract Extension No. 3

Department: Water Resources

Presented by: Valerie Smith

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 a one-year extension of the existing Mechanical/Electrical Services Contract with John Bouchard and Sons (JB&S).

Staff Recommendation

Approve the Third Extension of Agreement. This extension was approved by the Board at the December 3rd meeting.

Background Information

In February 2022, the Council approved a task order contract with JB&S. That contract provided for three one-year extensions. A heavy mechanical and electrical services contract is necessary to supplement the work of plant and operational maintenance staff on larger, more complex maintenance projects. This contract has aided staff at the Water Treatment plant, Water Resource Recovery Facility and sewer collection system pumping stations.

JB&S has provided critical services in a timely and cost-effective manner throughout the term of the City's original agreement.

Council Priorities Served

Responsible budgeting

A task order contract provides for timely repairs in the event of an emergency and is a cost-effective means of supplementing staff for preventative repairs necessary to avoid emergencies.

Fiscal Impact

All task order expenses are quantified on a task-by-task basis using established contract unit prices and are funded through MWRD's operating budget or the Department's working capital reserves.

Attachments

1. Third Extension of Agreement
2. Task Order List - 2024

**MURFREESBORO WATER RESOURCES DEPARTMENT
MURFREESBORO, TENNESSEE**

THIRD EXTENSION OF AGREEMENT

This Third Agreement Extension is made as of this ____ day of _____ pursuant to the terms of the **Water/Wastewater System Mechanical/Electrical Services Contract** (the "Agreement") dated February 3, 2022, by and between John Bouchard and Sons Co ("Contractor") and the City of Murfreesboro, Tennessee (the "Owner").

Recitals

- A. Article 9-Contract Documents of the Agreement incorporates by reference the Instructions to Bidders as set forth in the Contract Documents and Specifications for the Water/Wastewater System Mechanical/Electrical Services Contract dated February 3, 2022.
- B. Part 10.2 and 15.7 of the Instructions to Bidders of the Agreement provides that Contractor and the City may agree to extend the Agreement for a period of twelve months no more than three times.
- C. Two previous extensions of the Agreement have been made and Owner and Contractor now desire to extend the Agreement for third twelve month period.

Agreement

- 1. Contractor and the Owner mutually agree to extend this agreement an additional 12 months, from February 3, 2025 to February 3, 2026, in accordance with Part 10.2 and 15.7 of the Instructions to Bidders of the Agreement.
- 2. No provisions of the Agreement except as specifically stated herein are amended.

John Bouchard and Sons Co.

Signed by:

David Proctor

AFB139CF70304D1...

By: David Proctor

Its: project manager

CITY OF MURFREESBORO

Shane McFarland, Mayor

Approved as to Form:
Signed by:

Adam F. Tucker

43A2035E51F9401...

Adam Tucker, City Attorney

Murfreesboro Water Resources Task Order List - 2018-2024					
Task Order #	Description	Status	Amount/Estimate	Final Amount	JBS Project#
22-01(New Contract)	Polymer System	Complete - Mech & Elec	\$1,285,723.30	\$1,350,593.60	C-6749 / C6747
22-02	GAC Actuators	Complete - Machine Shop & Elec	\$103,864.00	\$65,915.50	C-6760
22-03	Thompson Station - Check Valves	Complete - Machine Shop	\$26,965.94	\$23,812.02	C-6780
22-04	County Farm PS	Complete - Mech	\$9,413.00	\$7,405.21	23-95026
22-05	Clarifier Repairs	Complete - Machine Shop	\$20,000.00	\$10,227.30	C-6789
22-06	SW Pump Station	Complete - Machine Shop	\$21,841.73	\$15,807.29	C-6807
22-07	Lake RW#3 Motor	Complete - Machine Shop	\$49,992.50	\$51,178.14	C-6806
23-01	Aerator Replacement	Complete - Machine Shop	\$47,890.00	\$25,819.25	C-6824
23-02	Pump Analysis	Complete - Machine Shop	\$4,309.00	\$1,545.00	C-6834
23-03	WTP Valve Investigation	Complete - Mech	\$19,200.00	\$19,199.00	C-6842
23-04	VA Pumps & Motors	Complete	\$14,110.00	\$14,110.63	23-01226
23-05	Generator at WWTP	Mech & Elec - In Progress	\$1,227,110.80		C-6869 / C-6871
23-06	OC - Valve Repair	Mech - Not started	\$2,418.00	\$1,822.67	24-11364
23-07	OC Motor Repair	Complete - Machine Shop	\$5,569.40	\$5,569.40	C-6848
24-01	Compton Rd Station #27 Pump Volute	Complete - Machine Shop	\$4,152.00	\$4,210.00	24-14195
24-02	RW Pump #3 - Remove & Assess	Complete - Machine Shop	\$15,964.00	\$13,843.00	24-16194
24-03	RW Pump #3 - Pump & Motor Repairs	Complete - Machine Shop	\$31,360.00		24-19113
24-04	Thompson Lane Station - Motor Repair	Complete - Machine Shop	\$6,817.00	6817.42	24-08121
24-05	High Service Pump Vibration Analysis	Complete - Machine Shop	\$701.00		24-14931
24-06	Riverchase Suction Piping	Complete - Machine Shop	\$13,980.00		25-21261
24-07	County Farm Valve Replacement Assistance	In progress	\$8,909.00		25-21533
24-08	VA Station Pressure Gauges	In progress	\$5,247.00		25-20005
	Total		\$2,925,537.67		

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

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	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Oct	\$77.77	\$94.21	\$79.60	\$85.97	\$72.90	\$83.70	
Nov	\$77.77	\$94.21	\$79.60	\$85.97	\$72.58	\$83.27	
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

OPERATIONS & MAINTENANCE ASPHALT PURCHASES 2025							
<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$11,264.63
10/22	D Hughes	Hawkins	411E	\$85.97	79.72	\$6,853.53	\$18,118.16
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Wilson County Motors Contract

Department: Water Resources

Presented by: Valerie Smith

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 approval to purchase a 2025 Chevrolet Silverado 2500 HD.

Staff Recommendation

Approve Wilson County Motors Contract. The Water Resources Board recommended approval of this matter on December 3, 2024.

Background Information

O&M is requesting approval to replace Unit 87, a 2007 Ford F350. The replacement was approved by Fleet Services due to age and maintenance cost. Staff located a replacement vehicle on the State of Tennessee Vehicle Contract with Wilson County Motors.

Council Priorities Served

Responsible budgeting

By utilizing statewide contract pricing, the Department benefits from competitive pricing.

Fiscal Impact

The expense, \$64,972, will be funded in MWRD's FY25 rate funded capital budget.

Attachments

Wilson County Motors Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF VEHICLE**

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

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/84707 with Wilson County Motors, LLC***
- ***Sales Quotation dated November 14, 2024, from Wilson County Motors, LLC for one (1) 2025 Chevy Silverado 2500HD 4WD Crew Cab 172" work truck with rear camera and service bed***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 209/84707 with Wilson County Motors, LLC***
- ***Sales Quotation dated November 14, 2024, from Wilson County Motors, LLC for one (1) 2025 Chevy Silverado 2500HD 4WD Crew Cab 172" work truck with rear camera and service bed***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicle with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/84707 with Wilson County Motors, and Contractor's Sales Quotation dated November 14, 2024, from Wilson County Motors, LLC for one (1) 2025 Chevy Silverado 2500HD 4WD Crew Cab 172" work truck with rear camera and service bed.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/84707 on December 31, 2025, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quotation November 14, 2024, from Wilson County Motors, LLC, for a 2025 Chevy Silverado 2500HD 4WD Crew Cab 172" work truck with rear camera and service bed, and optional equipment as listed, reflecting a **Total Purchase Price of \$64,972.10**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Water Resources Department shall be made within 180 days of issuance of Purchase Order to Attn: Adam Todd – Operations and Maintenance – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Adam Todd (tel. 615-642-0373; email: atodd@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide

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

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

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

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC
Danielle Rodriguez
903 S. Hartman Dr.
Lebanon, TN 37090
Phone: (615) 444-9642
danielle@wilsoncountyauto.com

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

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

10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder

17. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

WILSON COUNTY MOTORS, LLC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Danielle Rodriguez
CD3AC1A2EC254A6
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

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



QUOTE

Wilson County Motors

PURCHASE ORDER #
DATE: NOVEMBER 14, 2024

903 South Hartmann Drive
Phone 615.444.9642 Fax 615.547.0286
Sabrina@wilsoncountyauto.com

TO *City of Murfreesboro Water*

FLEET DEPT	DPP 1 DATE	DPP 2 DATE	FAN#	DELIVERY DATE	PAYMENT TERMS	ORDER DATE
Sabrina Edwards			Delivery		Upon Delivery	

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
1		2025 4wd 2500 Crew Cab 172 WB bed delete			\$46,885.80
		Bed delete credit		-1016.40	
		Rear Camera Kit	64.24		
		Service bed	19038.46		
TOTAL					
				SUBTOTAL	
				Tax Exempt	
				TOTAL	64,972.10

Quotation prepared by: Danielle Rodriguez _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

2025 4x4 2500 Crew Service Bed Murfreesboro Water

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck





Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors SWC# 209 Vendor# 0000000869

Prepared By:

Danielle Rodriguez

Wilson County Motors SWC# 209 Vendor# 0000000869

615-444-9642

danielle@wilsoncountyauto.com

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Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$47,448.80	\$51,800.00
Total Options	\$15,528.30	\$18,916.46
Vehicle Subtotal	\$62,977.10	\$70,716.46
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	<u>\$64,972.10</u>	\$72,711.46

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Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	10650.00 lbs

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Wilson County Motors SWC# 209 Vendor# 0000000869
Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Technical Specifications

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK20943	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck	\$47,448.80	\$51,800.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.)	0.00 lbs	0.00 lbs	(\$1,016.40)	(\$1,155.00)

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Wilson County Motors SWC# 209 Vendor# 0000000869
Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
JGF	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	\$132.00	\$150.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.
9L3	Spare tire delete (Included and only available with (ZW9) pickup bed delete or (5Z4) spare wheel, carrier and lock delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$64.24	\$73.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Aftermkt	Aftermarket Service Bed-UES	0.00 lbs	0.00 lbs	\$19,038.46	\$19,038.46
Assist	Assistance	0.00 lbs	0.00 lbs	(\$3,500.00)	\$0.00
Fed Tire	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Service	Fee	0.00 lbs	0.00 lbs	\$800.00	\$800.00
Options Total		0.00 lbs	0.00 lbs	\$15,528.30	\$18,916.46

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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
- Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- Durabed, pickup bed (STD)
- GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
- Auto-locking rear differential
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Trailer brake controller, integrated
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Recovery hooks, front, frame-mounted, Black
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
- Exhaust, single, side

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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Exterior

- Wheels, 17" (43.2 cm) painted steel, Silver (STD)
- Tires, LT245/75R17E all-season, blackwall (STD)
- Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumpers, front, Black
- Bumpers, rear, Black
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
- Door handles, Black grained

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Entertainment

- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Vinyl seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23363. Data Updated: Sep 5, 2024 6:43:00 PM PDT.



Wilson County Motors SWC# 209 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Safety-Interior

OnStar One Essentials (OnStar One Business Essentials for Fleet) Drive confidently with core OnStar services including select mobile app commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar One Essentials includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar One Essentials is standard for 8 years; services may require an OnStar paid plan to continue thereafter. See OnStar.com for service descriptions and terms.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 23363. Data Updated: Sep 5, 2024 6:43:00 PM PDT.

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Fortiline, Inc. Contract – Ragland Ave. Materials

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider purchase of materials to replace the sewer mains located in the area of Ragland Avenue.

Staff Recommendation

Approve the contract from Fortiline, Inc. The Water Resources Board recommended approval of this matter on December 3, 2024.

Background Information

MWRD Operations and Maintenance requested sealed bids for the materials required to replace the sewer mains located in Ragland Ave area. The streets included are Ragland Ave, Eastland, Wilson and Jordan Avenues and Ragland Ct. The bids were opened by the City's purchasing department on November 20, 2024. A total of six bids were received.

Council Priorities Served

Responsible budgeting

By requesting bids, the Department benefits from competitive pricing.

Fiscal Impact

The expense, \$50,793, will be funded by MWRD's FY25 operating budget.

Attachments

Fortiline, Inc. 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 ("City"), and **Fortiline, Inc.**, a corporation of the state of South Carolina ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-15-2025 – Pipe and Materials – Ragland Avenue, issued November 5, 2024 (the "Solicitation");
- Contractor's Proposal, dated November 19, 2024 ("Contractor's Proposal"), including the Contractor's Price Proposal, which is the responsive Bid Form including Contractor's total price;
- 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-15-2025 – 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 which reflects a total **purchase price of \$50,792.80**. 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 24 weeks from execution of this contract. 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:</p> <p>City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>	<p>If to Contractor:</p> <p>Fortiline, Inc. Attn: Chris Logsdon 1317 Elm Hill Pike Nashville, TN 37210 chris.logsdon@fortiline.com</p>
-----------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

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

FORTILINE, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Chris Logsdon
Chris Logsdon, Market General Manager

Approved as to form:
Signed by:
Adam F. Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

**PURCHASING DEPARTMENT
BID FORM**

NAME OF BID: ITB-15-2025
Piping and Materials for Ragland Avenue

Name of Bidder: FORTILINE WATERWORKS

Date: 11/19/2024

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	1,008 ft.	6" x 14' SDR26 PVC Sewer Pipe – Gasketed 72 Joints- Must be: JM Eagle, Vulcan, Napco, Diamond, National, Sanderson, Royal or Pipelife Jet Stream; No Mixed Brands PVC PIPE TERMS ORDER BY 12-20-24 SHIP BY: 1-20-24	\$ __6.00__	\$ _6,048.00__
2	2,758 ft.	8" x 14' SDR26 PVC Sewer Pipe - Gasketed 197 Joints - Must be; JM Eagle, Vulcan, Napco, Diamond, National, Sanderson, Royal or Pipelife Jet Stream; No Mixed Brands PVC PIPE TERMS: ORDER BY 12-20-24 SELL BY 1-20-24	\$ __10.85__	\$ _29,924.30__
3	50 each	6" x 6" 45 Degree WYE PVC---SDR26 B x B x B Gasketed - Must be Harco, GPK, Multi-Fit, or Westlake	\$ _72.95__	\$ _3647.50__
4	50 each	8" X 6" 45 Degree WYE PVC---SDR26 B x B x B Gasketed - Must be Harco, GPK, Multi-Fit, or Westlake	\$ __94.75__	\$ _4737.50__
5	50 each	6" 45 Degree Bend PVC--SDR26 B X S GASKETED - Must be Harco, GPK, Multi-Fit, or Westlake	\$ _26.92__	\$ _1346.00__
6	50 each	6" 22-1/2 Degree Bend Long Type PVC--SDR26 B X S Gasketed - Must be Harco, GPK, Multi-Fit, or Westlake	\$ _48.99__	\$ _2449.50__
7	50 each	6" x 4" Flexible Coupling PL x PL FBRNCD # 1056-64 - Must be Fernco or Indiana Seal	\$ _11.25__	\$ _562.50__
8	50 each	6" Sewer Cap PVC--- SDR 26 - Must be Harco, GPK, Multi-Fit, or Westlake	\$ _41.55__	\$ _2077.50__
		Total Bid		\$ _50,792.80__

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Zoning amendment along East Castle 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

Amending the PRD zoning on approximately 0.15 acres located along the north side of East Castle Street west of South University Street.

Staff Recommendation

Enact the ordinance establishing the requested zoning amendment.

The Planning Commission recommended approval of the zoning amendment at its meeting on October 30, 2024.

Background Information

Nashville Comfort, LLC presented a zoning application [2024-416] to amend the PRD (Planned Residential District) zoning on approximately 0.15 acres located along the north side of East Castle Street. During its regular meeting on October 30, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 5, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This zoning amendment will enable the completion of two single-family attached homes.

Establish Strong City Brand

This zoning amendment will assist in allowing reinvestment and redevelopment in the City's downtown, which will continue to strengthen the identity of downtown as a place to live, work, and play.

Attachments:

Ordinance 24-OZ-41

ORDINANCE 24-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 0.15 acres in the Planned Residential Development (PRD) District (East Castle Manor PRD) located along East Castle Street (with CCO zoning to remain) as indicated on the attached map, Nashville Comfort, LLC, applicant [2024-416].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District (with CCO zoning to remain), as indicated on the attached map, for the purpose of modifying the front “build-to line” for the two-family residential structure on this property.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

SEAL

RS-4

REID AVE

Ordinance 24-OZ-41

PRD
amended

RD

S UNIVERSITY ST

PRD

RD

E CASTLE ST

PUD

RM-16



COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Rezoning property along Thompson Road
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezoning of approximately 69.1 acres located along Thompson Road south of New Salem Highway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request at its regular meeting on October 30, 2024.

Background Information

Ole South Properties presented to the City a zoning application [2024-417] for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on October 30, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 5, 2024, Council held a public hearing and approved this matter on First Reading. At that meeting, Mayor and Council directed Staff to 1) find out whether Rutherford County has any plans to improve Thompson Road; and 2) see if there are any ways that the City can partner with the County on improvements to Thompson Road. After the meeting, Staff reached out to Rutherford County officials about these two items. They indicated that they do not currently have any plans to improve Thompson Road. In addition, they are having internal discussions about potential partnership opportunities with the City, and they indicated that they will reach back out after they had those discussions.

In addition, several revisions were made to the pattern book after first reading, as outlined in the attached letter from the applicant's representative. The updated pattern book is attached for reference.

Council Priorities Served*Improve Economic Development*

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

Attachments:

1. Ordinance 24-OZ-42
2. Letter from applicant's representative
3. Updated Salem Landing III PRD pattern book

December 11, 2024

Mr. Matthew T. Blomeley
Assistant Planning Director
111 W. Vine Street
Murfreesboro, TN 37130

Re: Salem Landing Section III
Patternbook revisions between 1st and 2nd Council hearings

Dear Matthew:

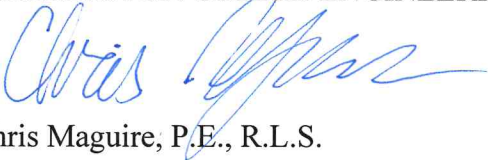
Below is a list of the revisions made to the patternbook for Salem Landing Section III for the 2nd Council hearing due to comments from the 1st Council hearing:

- We revised Cover sheet to say "Resubmitted 12/10/24 for 12/19/24 City Council 2nd and final reading"
- We added "A left-turn lane and right-turn deceleration lane will be constructed on Thompson Road by the developer with the construction of the public street connection to Thompson Road." On page 5
- We added a blue line denoting a fence with a label and stated "A woven wire fence will be erected between the subject property and the west side of the Collier property to the south (denoted as a blue line on the map)." On page 19.

Please contact us if you have any questions or comments.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Chris Maguire, P.E., R.L.S.

Cc:

Salem Landing Section III

Request for Rezoning to
PRD.

RESUBMITTED 12/10/24 FOR
12/19/24 CITY COUNCIL 2ND AND
FINAL READING.

Plans Prepared By:



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➤ SITE PLAN	12
➤ CONCEPTUAL LOT BREAKDOWN	13
➤ ARCHITECTURAL PLAN	14-17
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➤ CONCEPTUAL LANDSCAPE PLAN	19
➤ PHASING PLAN	20
➤ DEVELOPMENT STANDARDS	21-22



PROJECT SUMMARY

The Salem Landing Section III will expand the Salem Landing community, encompassing 195 detached single-family homes. These homes will feature spacious 3 to 5-bedroom Craftsman-style designs with full masonry fronts and sides. Each home will have a 2-car front entry garage and a driveway capable of accommodating four vehicles. The minimum home size will be 1,600 square feet, and the minimum lot size will be 6,500 square feet, ensuring ample space for comfortable living.

Spanning 69.1 acres, the development will maintain an overall density of 3.92 units per acre (excluding the improved 19.4-acre greenspace), harmonizing with the natural surroundings. Embracing natural beauty, a large, undisturbed wooded greenspace will serve as the heart of the community, offering residents a retreat. Located southwest of the property, this greenspace will contain a lookout pavilion, a natural walking trail, and a disc golf course. A 7-foot-wide concrete walk path will be constructed for pedestrian access to the lookout pavilion.

In its initial phase, Salem Landing Section III's development will provide convenient access via Colleton Lane. Furthermore, residents will also have access to a mail kiosk located at the northwest corner of the development.

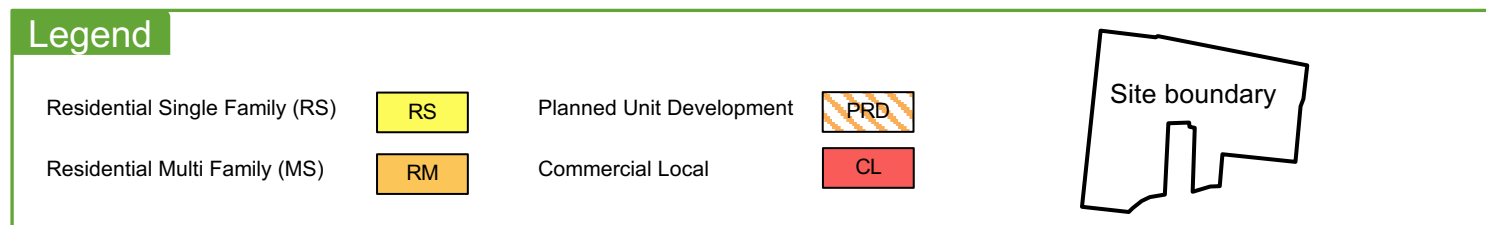
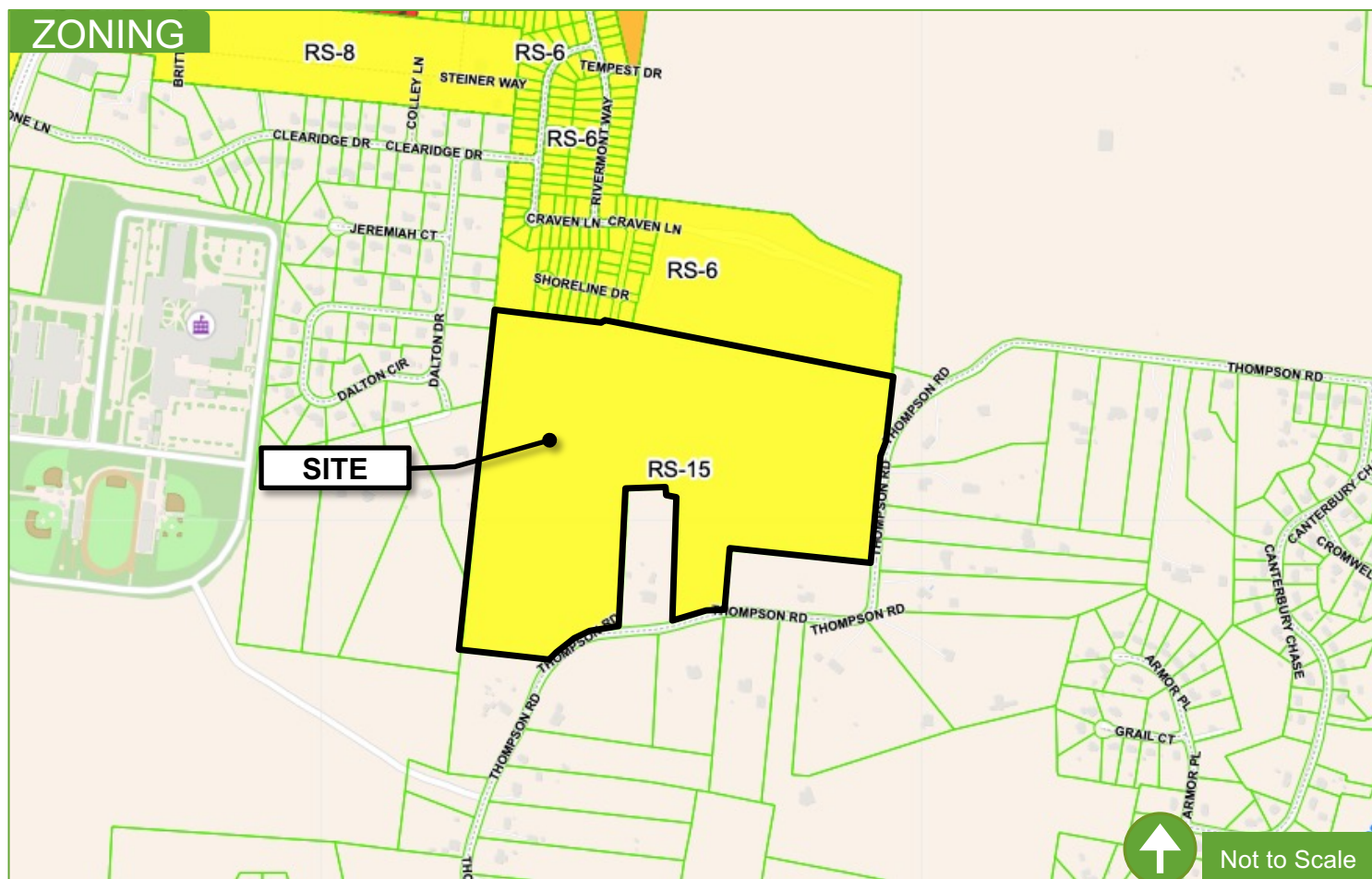
OWNER	Rucker Donnell Foundation
-------	---------------------------

DEVELOPER			
Company	Ole South Properties Inc.	Attn	Dan Bobo
Address	262 Robert Rose Drive Murfreesboro TN. 37129	Phone	615.896.0019
		Email	dbobo@olesouth.com

PLANNING			
Company	Huddleston – Steele Engineering Inc.	Attn	Clyde Rountree, RLA
Address	2115 N.W. Broad Street, Murfreesboro, TN, 37129	Phone	615.509.5930
		Email	rountree.associates@yahoo.com

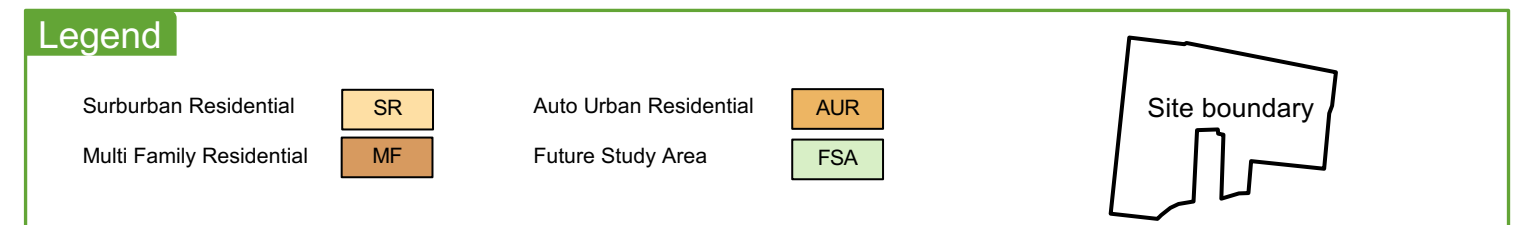
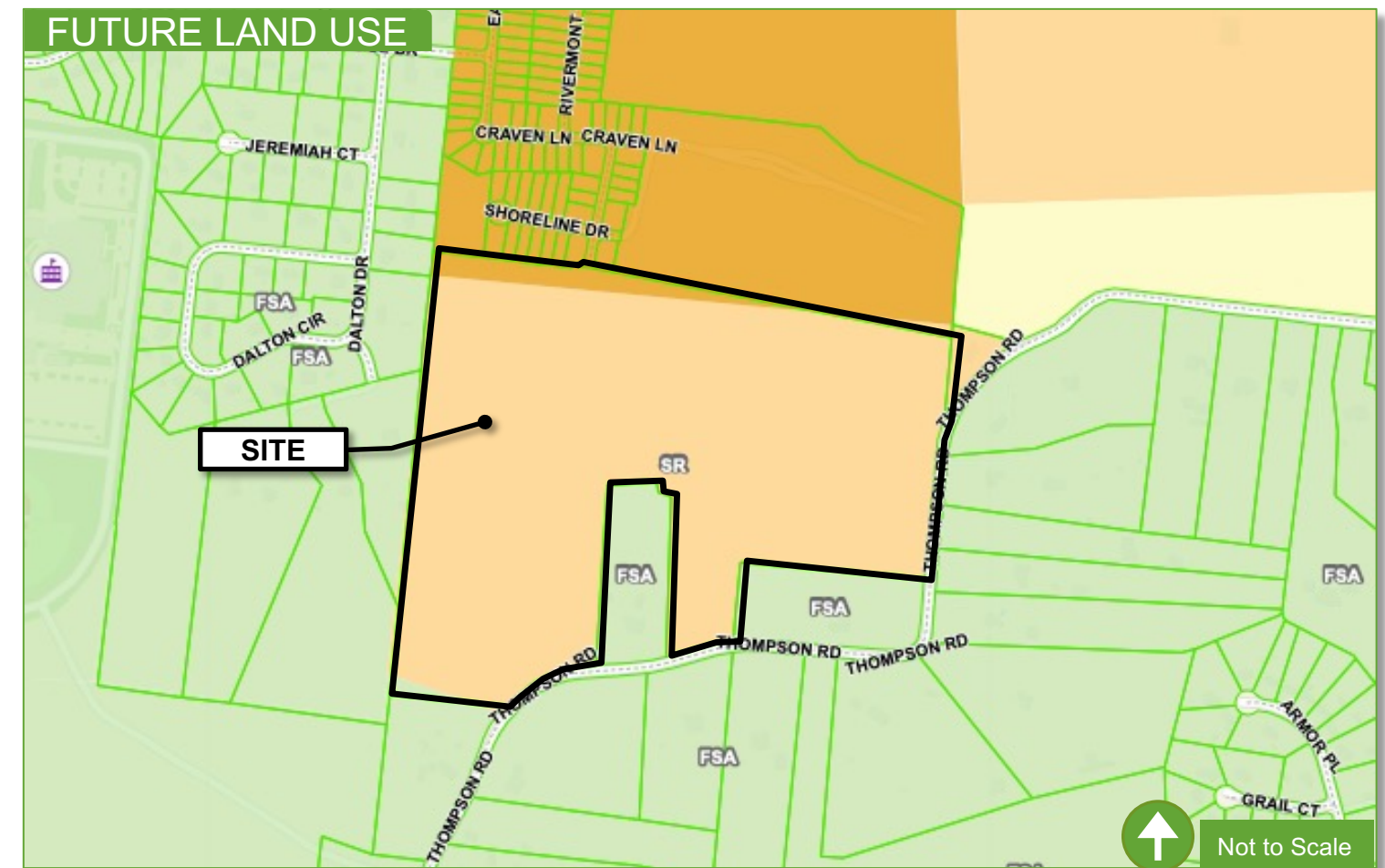
ENGINEERING			
Company	Huddleston – Steele Engineering Inc.	Attn	Chris Maguire, P.E. R.L.S.
Address	2115 N.W. Broad Street, Murfreesboro, TN, 37129	Phone	615.893.4084
		Email	cmaguire@hsengr.com





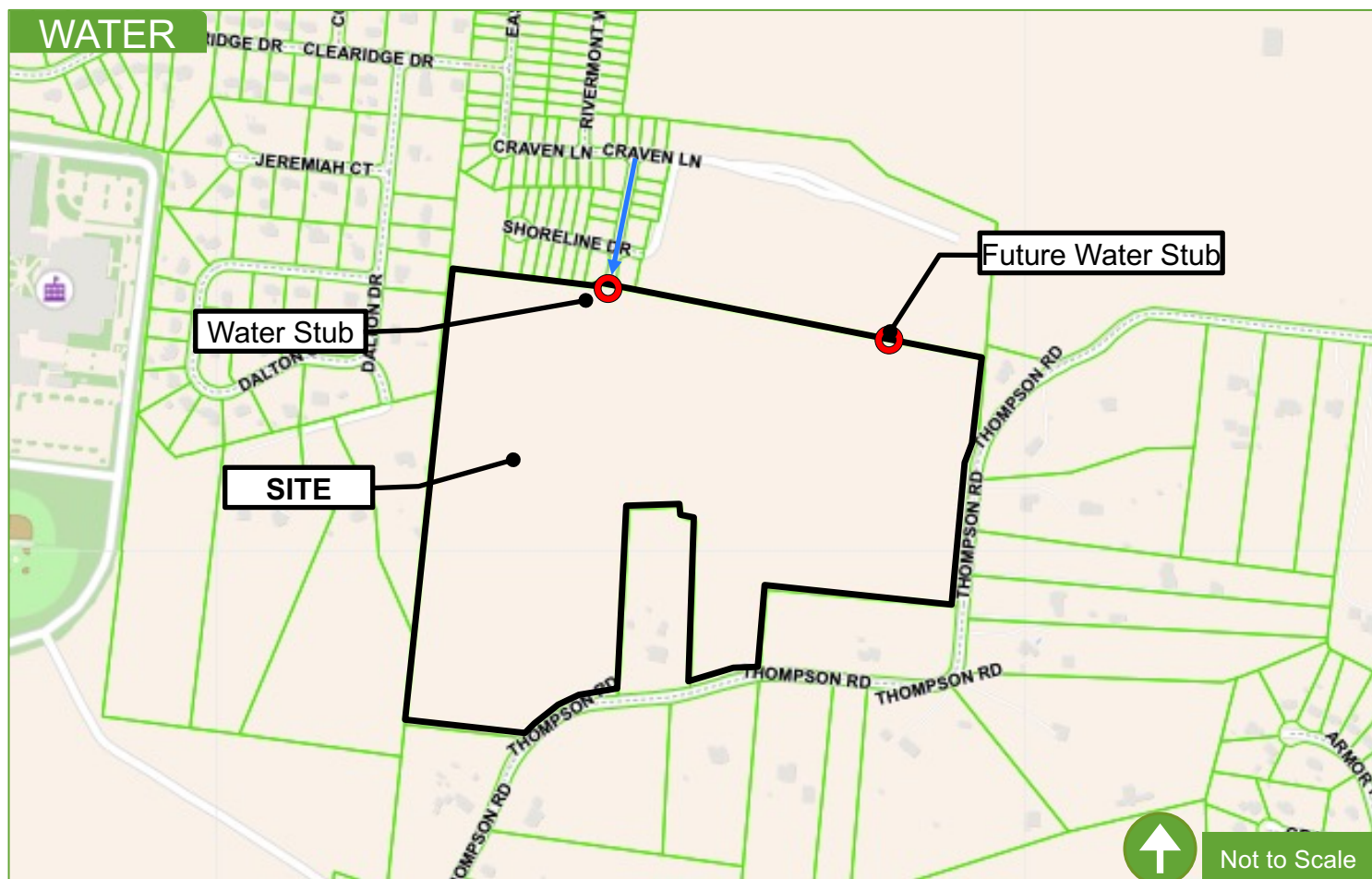
Map Summary

The Subject property is zoned RS-15. The proposed zoning is PRD. North of the subject property is zoned RS-6. To the south, east, and west is zoned RM based on the Rutherford County zoning map.



Map Summary

The city of Murfreesboro future land use map classifies this property as Suburban Residential (SR). This land-use character typically lends itself to larger yards with increased front setbacks. This character type includes small acreages, large lot estate development, or may also be smaller lots clustered around common open space. There is accommodation of automobiles on site; however, they are not the prominent view. Garages are typically integrated into the front and side of the home facades. New cluster developments should set aside 30% protected open space with typical density ranges from 1.0 to 4.0 (DU/ac). We are proposing a development with a density of 3.92 DU/ac, which falls within the allowed limits.



Legend

Water Line ———

Fire Hydrant —

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

Site boundary

Map Summary

CUD will provide water connections from the North extending from the Section II development at Both Colleton Lane and the future Wind Top Lane.



Legend

Existing Sewer Gravity Main —

Existing Sewer Manhole ○

CITY OF MURFREESBORO
WATER RESOURCES

Site boundary

Map Summary

- MWRD will provide sewer access from the North extending from the Section II development at Both Colleton Lane and the future Wind Top Lane.
- This Development is within the overall Creek Overlay.



- Map Summary**
- During phase I of development, primary access to the property will be via Colleton Lane located to the north.
 - During phase II of development, additional access points will be created to access Wind Top Lane and Thompson Road.
 - A left-turn lane and right-turn deceleration lane will be constructed on Thompson Road by the developer with the construction of the public street connection to Thompson Road.

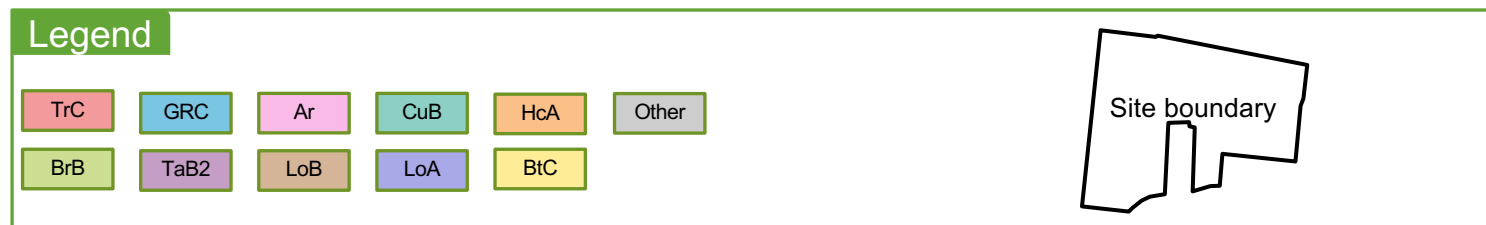
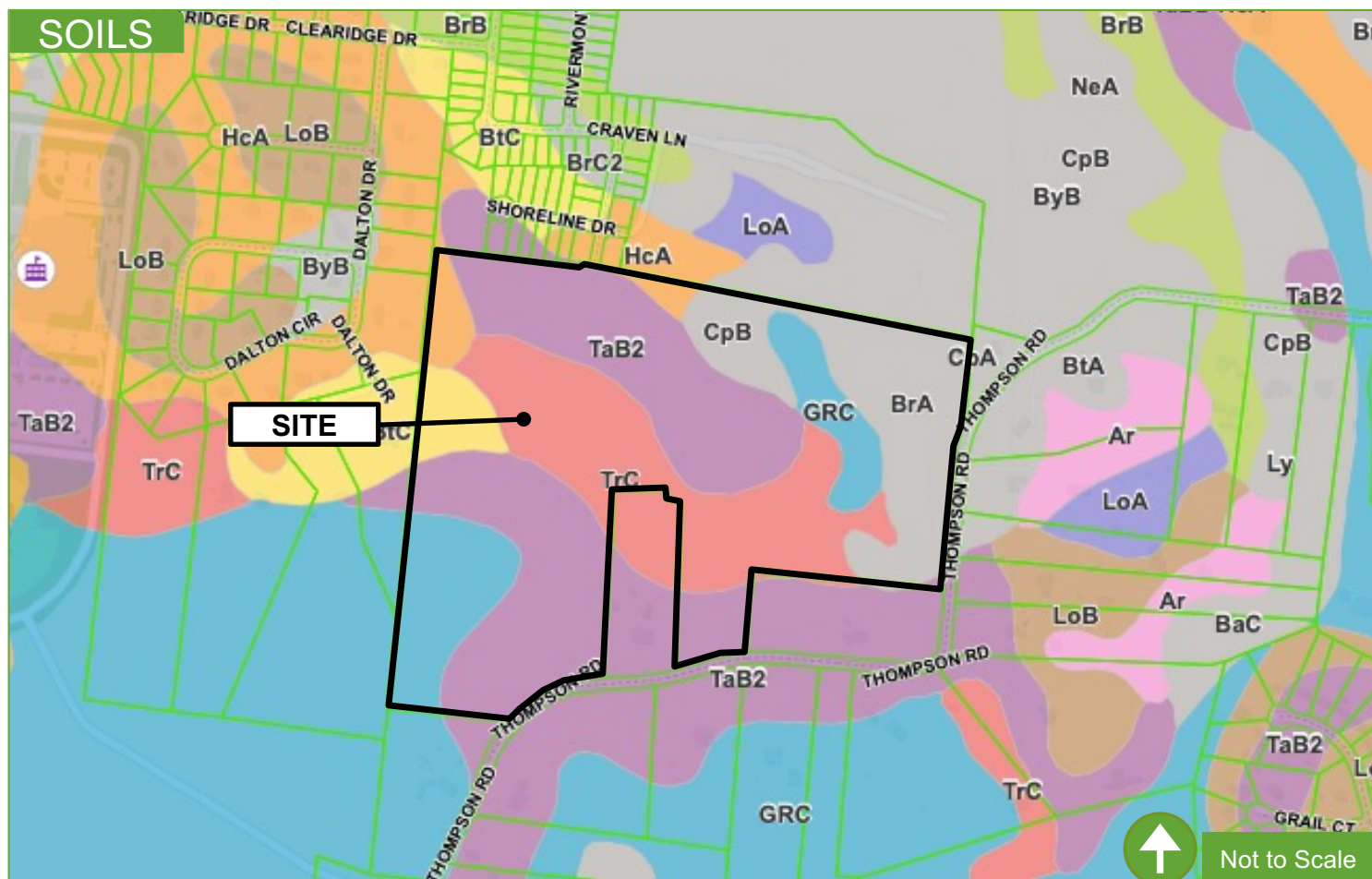
Traffic Intersection Signal

A traffic signal is required to be installed at the intersection of New Salem Hwy and Rivermont Way when warranted or prior to the recording of the Final Plat of the 3rd phase of Salem Landing III. The traffic signal will be installed by the developer. Final approval from the City and TDOT will be required prior to installation. After the installation of said signal is complete, the developer will be entitled to an offset and refund for the roadway portion of the impact fee in accordance with Chapter 16 Impact Fees of the Municipal Code. The City and the developer contemplate entering into a development agreement to determine the final outlay of impact fees less any offsets and refunds due to the developer's installation of the signal.

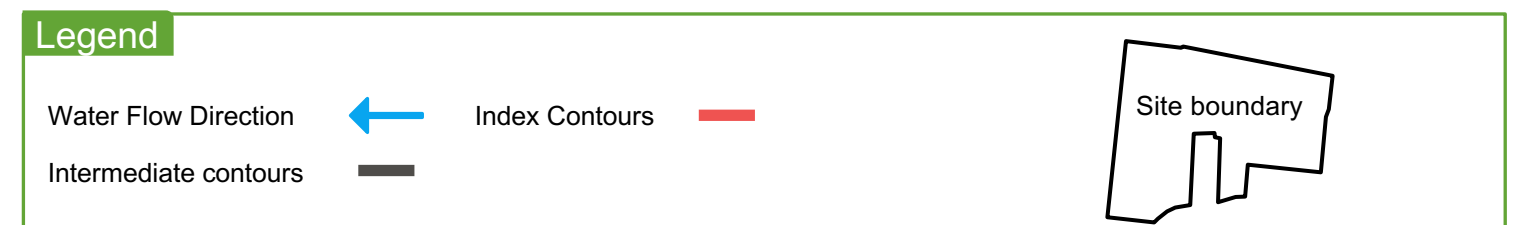
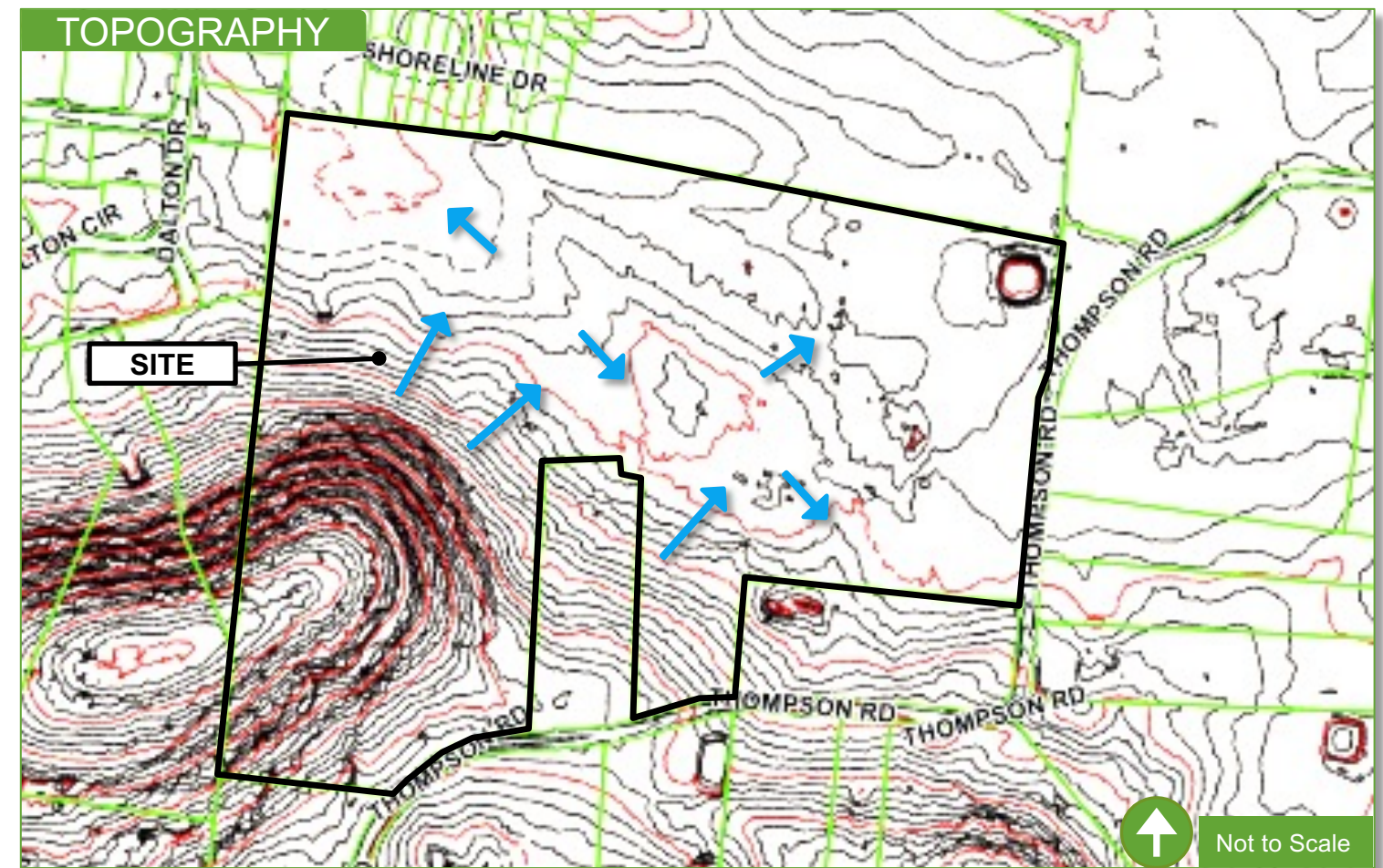
Legend

Community Collector		Residential Collector		 Access Point Site boundary
Major Arterial		Residential Sub Collector		
Minor Arterial				

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

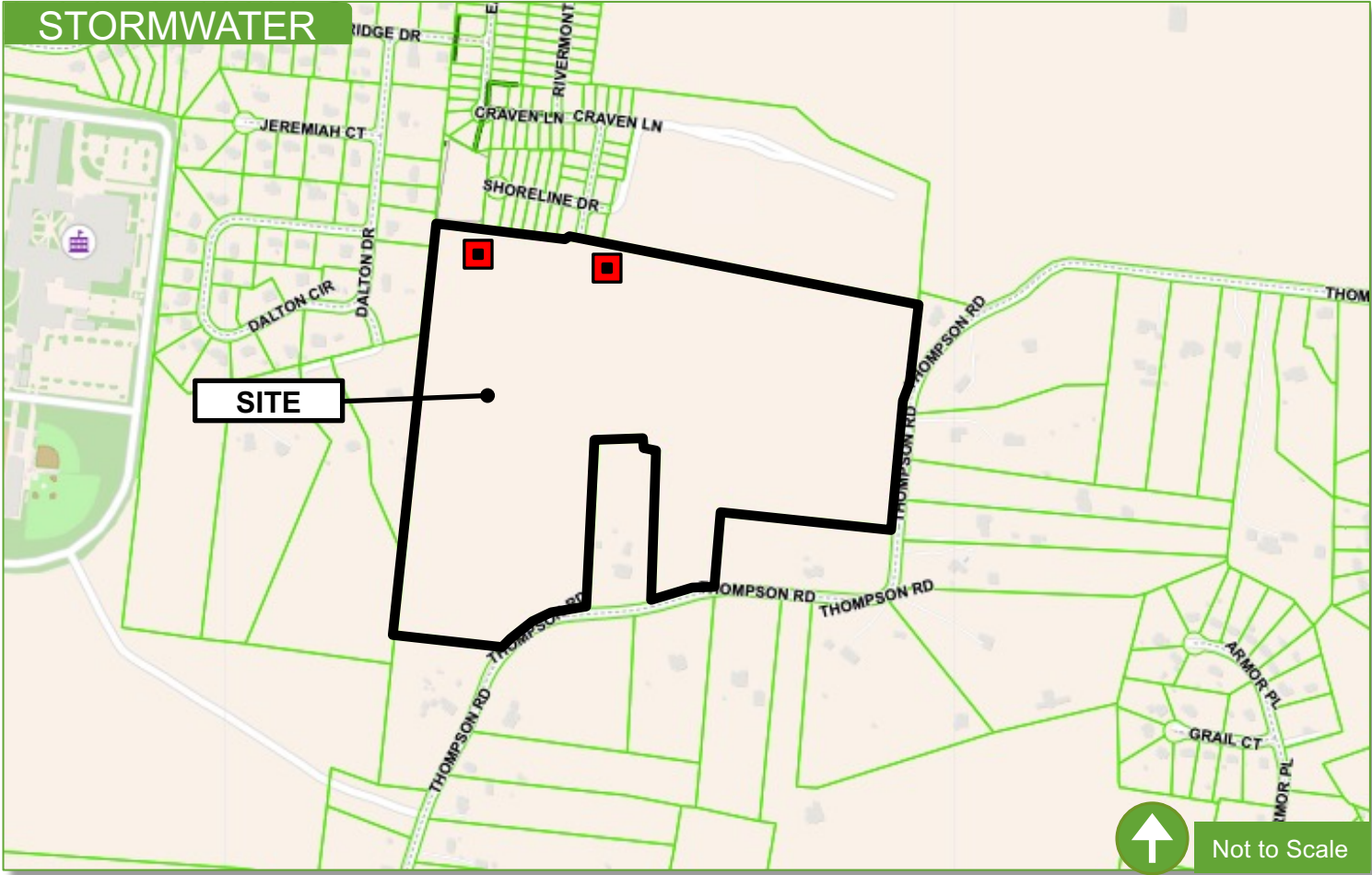


- ### Map Summary
- TaB2 - Talbott Silt Loam, 2 to 5 percent slopes.
 - CpB - Capshaw Silt Loam, 2 to 5 percent slope.
 - GRC - Gladeville - Rock outcrop - Talbott Associations.
 - BRA - Bradyville Silt Loam, 0 to 2 percent slopes.
 - BTC - Bradyville - Rock Outcrop complex, 2 to 12 percent Slopes.



Map Summary

The Land Slopes Steeply From the southwest corner and Tapers off gradually to the Northeast. The area of Steep Grades will be The location with the overlook pavilion. The stormwater ponds are located along the Northern Property Line in two locations.

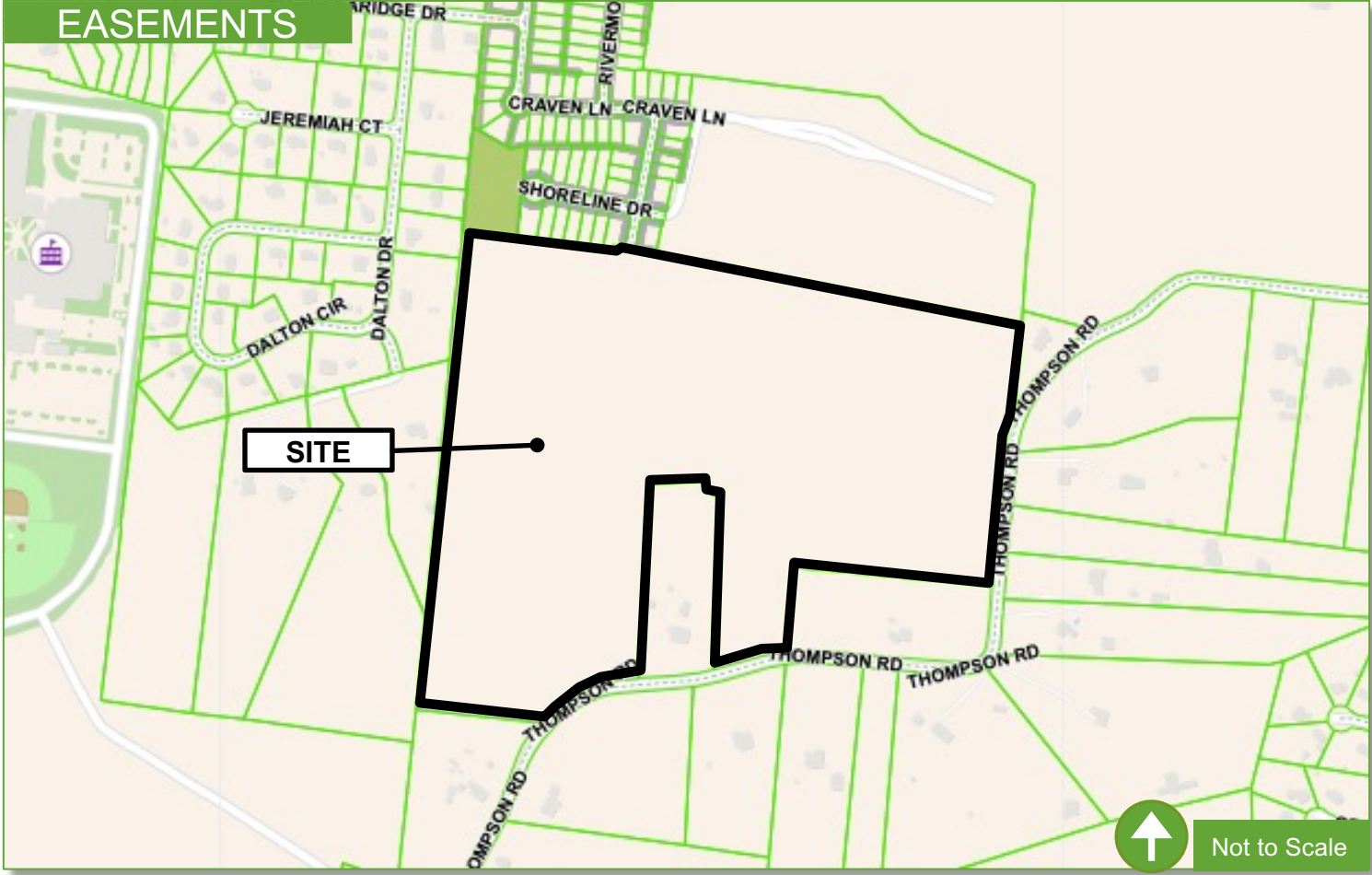


Legend

Construction		Open Channel		
Collection				

Map Summary

The stormwater ponds will be located along the northern property line respecting the lower portion of the site.



Legend

Water Easement		Sidewalk Easement		
Drainage Easement				

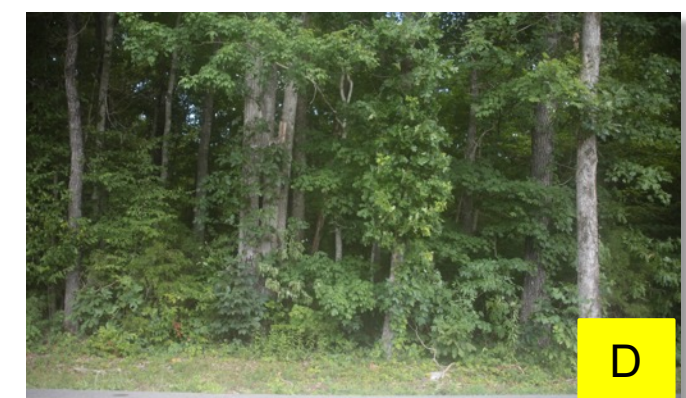
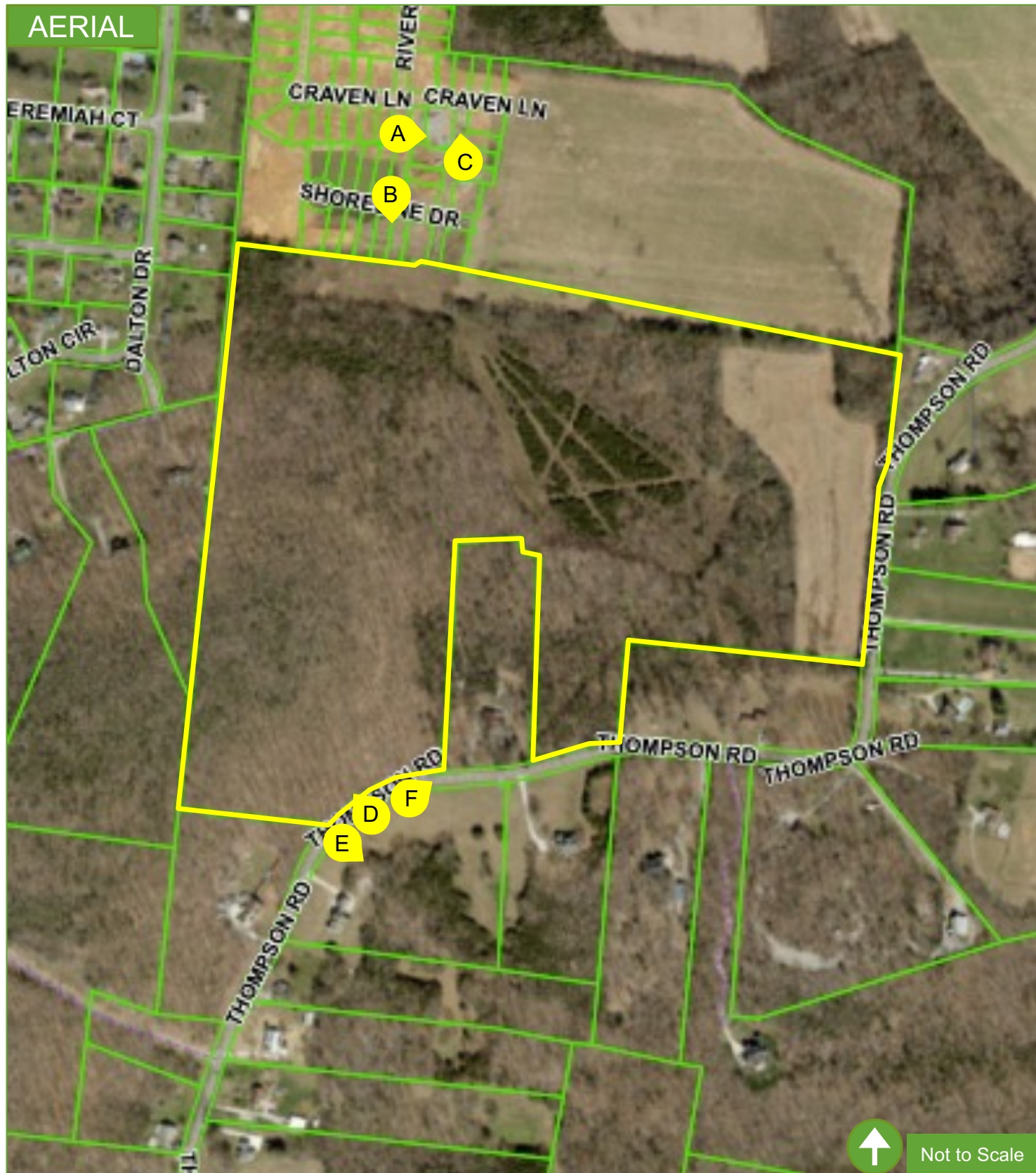
Map Summary

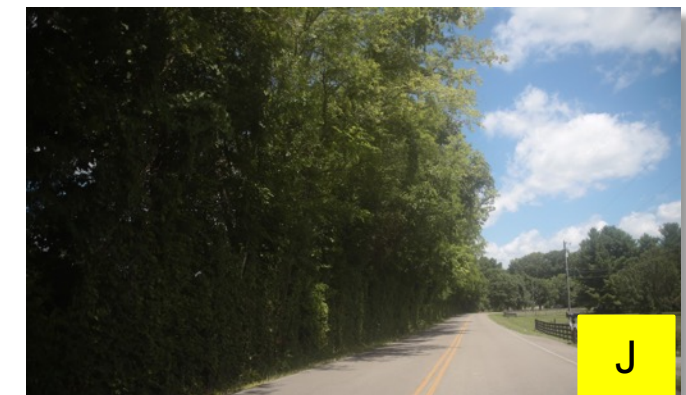
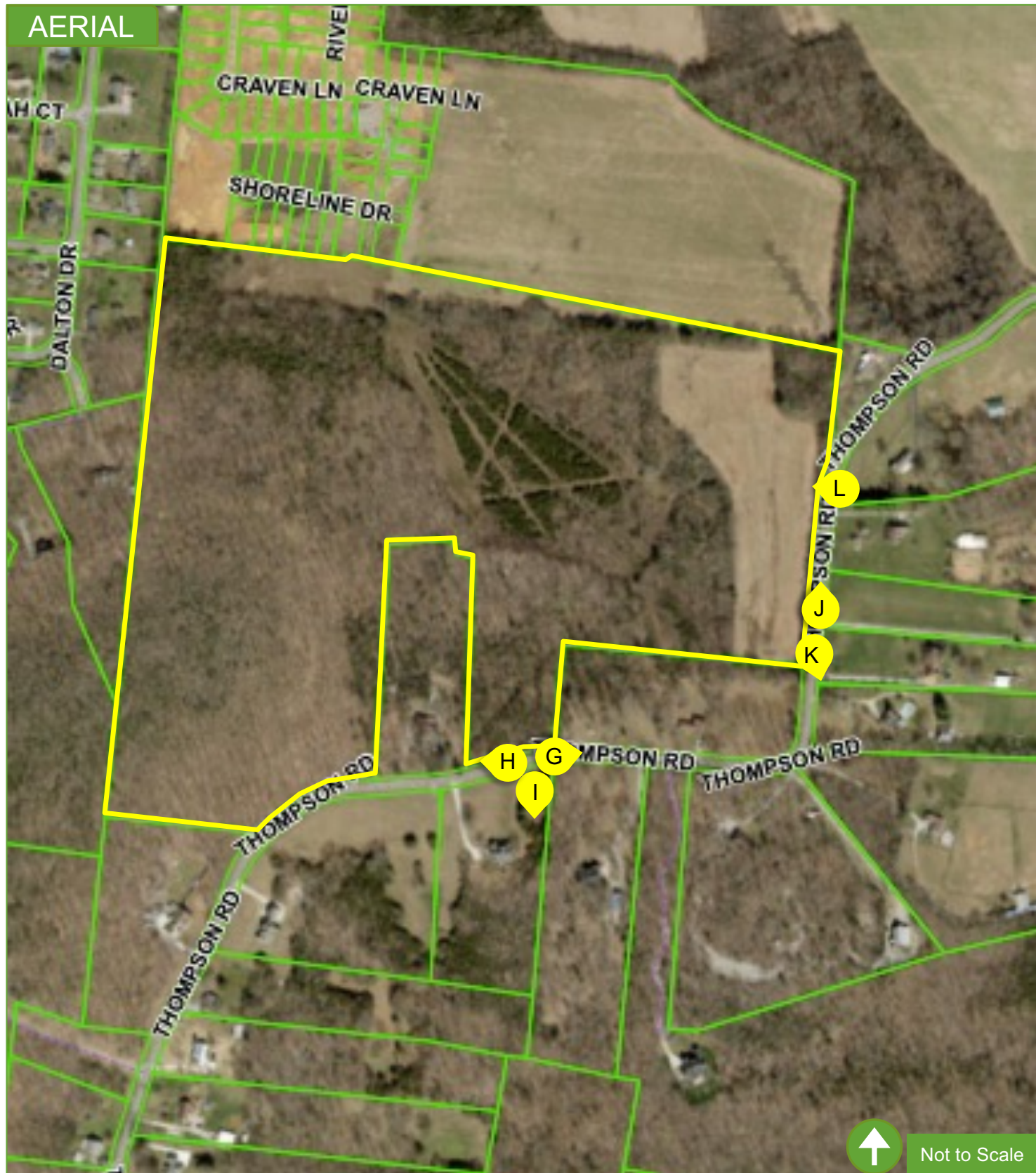
- No Easements are currently affecting this site.



Map Summary

The subject property is nestled within a bustling and rapidly expanding area in Murfreesboro, characterized by the ongoing construction of charming single-family homes. Its appeal is further enhanced by its proximity to the Rockvale schools, making it an enticing choice for families with young children seeking a nurturing and convenient community environment.





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





SITE DATA	
Total Land Area	3,010,337 S.F.
Acreage	69.1 Ac. +/-
Density	3.92 Units/Acre
Total Open Space	974,300 S.F.
Formal Open Space	844,124 S.F.
Homes	195
Parking required	780
Parking provided	1185
Total Green Space	22.37 Ac.
SETBACKS	
Front	35'
Rear	20'
Side	5'
<ul style="list-style-type: none"> The project is proposed to be completed in 4 phases. Trash pick up by city. An HOA will be established 	

Legend	
	Individual Lot
	Green Space
	Driveway/Street
	Mail Kiosk/Pavilion



Lot Size		Lot Count
6,500 - 7,999 SF	<div style="width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black;"></div>	75
8,000 - 9,999 SF	<div style="width: 15px; height: 15px; background-color: #ffcc80; border: 1px solid black;"></div>	110
≥10,000 SF	<div style="width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></div>	10
Total		195

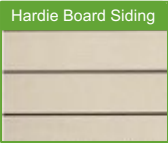
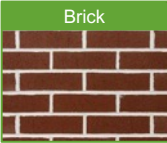
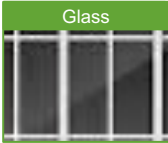



- Developmental Standards**
- Homes will be 1 to 2-story with a decorative front porch and two-car garage.
 - Varied roof lines add to the architectural interest of the homes.
 - Homes will have a minimum of 24-inch brick or stone water table on all sides.



Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Soffit & Trim	Vinyl



*Different colors, cuts and patterns will be allowed



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Soffit & Trim	Vinyl

Hardie Board Siding

Brick

Glass

Cultured Stone

*Different colors, cuts and patterns will be allowed

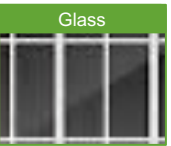
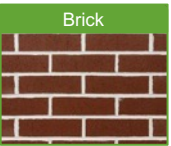
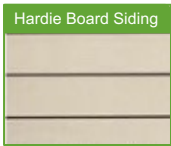


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Soffit & Trim	Vinyl

Hardie Board Siding

Brick

Glass

Cultured Stone

*Different colors, cuts and patterns will be allowed

OPEN SPACE PLAN



OPEN SPACE REQUIREMENTS	
Overall Acreage	69.1 +/- Ac.
Common Open Space Provided	974,300 S.F.
Usable Open Space Provided	844,124 S.F.

Map Summary

The subject property is an addition to the Salem Landing Section II development therefore residents will have access to all existing and new Salem Landing amenities which include dog park(3), Walking Trail w/pavilion, Cover pavilion/ mail kiosk, and playground(3). Common open space areas are located on the eastern side of the property, with the dog park embedded in the eastern lots. Additional common open space is located on the western portion of the development near the mail kiosk. A large wooded common open space will be located southwest of the new development.

Amenity Characteristics

- The pavilion will be 15'x 25' with 8" square PVC posts and asphalt shingles with 2 benches & picnic tables.
- The basketball court will be 80'x40' concrete surfaced with inground hoops surrounded by a fence.
- The playground will be approximately 900 SF, fenced in, containing a play tower, a slide made of metal and plastic, and benches.
- The dog park is to have approx. 50'x80' black chain link fence with dog poop station and benches.
- The disc golf course will be a 9-hole course with 5'x10' timber-formed gravel tee boxes with standard metal disk golf holes.

Mail Kiosk



Dog Park



Overlook/Pavilion



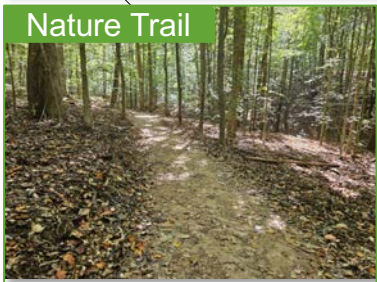
Playground



Signage



Nature Trail



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

[illegible]

- Landscaping is provided at the mail kiosk and at the entrance located along Thompson Road. Vegetation in these areas will combine evergreen shrubs, accent trees, and ground cover.
- A woven wire fence will be erected between the subject property and the west side of the Collier property to the south (denoted as a blue line on the map).

- A planting strip with a minimum width of ten feet is intended to separate uses, provide vegetation in densely developed areas, and enhance the appearance of individual properties.
- A 2-foot berm will be added to the Type A buffer sections along Thompson Road.
- The HOA will maintain this common space.

PHASING PLAN

PHASE I

PHASE II

PHASE III

PHASE IV

Shoreline Drive

Thompson Road

Wind Top Lane

Collette

MAP 123, PARCEL 13.04, BRETT T. NEAL, R.B. 577, PG. 1205 (R.O.R.C., TN) ZONED RM

MAP 123, PARCEL 12.02, ROBERT H. ETUX, JOAN COLLIER, D.B. 449, PG. 111 (R.O.R.C., TN) ZONED RM

MAP 123, PARCEL 12.01, DONALD, ETUX, JUDITH WILLIAMS, D.B. 326, PG. 427 (R.O.R.C., TN) ZONED RM





MAP 123, PARCEL 13.03, WYALD, ETUX, UZU EDWARDS, 671, PG. 668 (C., TN) ZONED RM

Jacob Francis, Tax Map 123, Parcel 1, Record Book 1259, Page Zoned: RM (County)

CURTAIN DRAIN EASEMENT, D.B. 545, PG. 162 (R.O.R.C., TN)

Not to Scale

The project will be constructed in four phases. Phase I of Salem Landing Section III will connect to the existing Section II. The new road system will link to Colleton Lane, providing connectivity with Claridge Drive and New Salem/Hwy 99. Phase I will include the construction of a common area and a mail kiosk. Phase II will include the construction of an additional stormwater detention area, a basketball court, playground, nature trail, disc golf course, and lookout pavilion. The road system will also be extended to connect with both Wind Top Lane and Thompson Road, providing connectivity for Salem Landing residents. Phase IV will include the construction of a dog park for resident use. The phasing plan will be subject to change if required by the utility company (CUD).

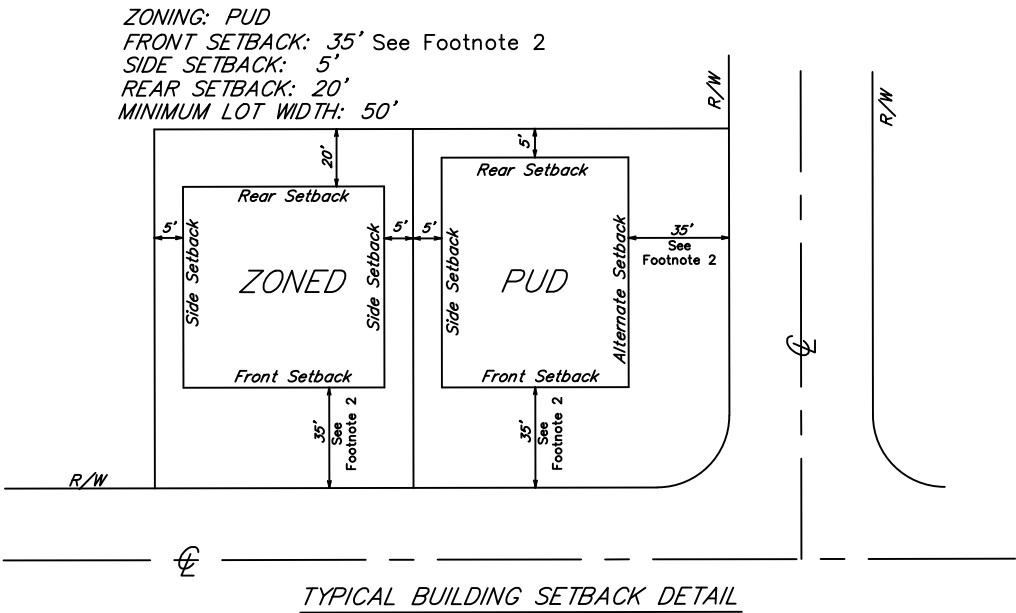
Phase	Building Lots	Common Lots
Phase I 	48	1
Phase II 	43	3
Phase III 	50	0
Phase IV 	54	1
Total	195	5

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (RS-6)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	35	35	-
MINIMUM SIDE SETBACK (FT.)	5	5	-
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	35	35	-

Developmental Standards

- Development will include 195 lots with minimum square footage of 6,500 +/- S.F.
- Minimum Square Footage: 1,600 SF, 3 to 5-bedroom homes.
- Maximum building height of 35 feet.
- The homes will have 4 surface parking spaces and 2 garage spaces.
- Solid waste will be disposed through use of trash cans stored in garages and provided by the City.
- Sidewalks will be provided on both sides of street.
- Entry signage will be provided at east entrance along Thompson Road during Phase II of construction.
- Mail delivery will be accommodated via a dedicated kiosk located in the northwest corner of property.
- Parking requirements are met. Parking will comply with the Murfreesboro Zoning Regulations requirement of four parking spaces per dwelling unit.
- AC units will be located on the side or rear of the houses.

Typical Building Setback Detail For Proposed PRD



Footnotes:

1. Per the City of Murfreesboro, In order to minimize the extent of fire damage on adjacent structures, the facades of single-family detached dwellings shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.
2. Per the City of Murfreesboro, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. the remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage shall have sufficient width and depth to accommodate four vehicles. A single-family dwelling unit that has no garage shall have a minimum front setback of 35 feet.

City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on pages 3-8.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; [Shown in pattern book on pages 9-11.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; [Shown in pattern book on Page 8.](#)
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; [Shown in pattern book on Page 12.](#)
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; [Not Applicable in this situation.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [Shown in pattern book pages 13-17.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [Shown in pattern book pages 19.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or

covenants shall be submitted; [A HOA will be established for this development.](#)

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
 - **EXCEPTION 1:** The land use plan recommends RS-15, RS-12 and RS-10 for single-family lots. The proposed masterplan has (75) RS-6, (110) RS-8, and (10) RS-10 lots. We are requesting an exception to allow for this plan. The proposed density is 3.92 DU/Ac (excluding improved 19.4 acre green space). Which falls within the density limits as stated in the future land use plan.
 - **EXCEPTION 2:** We are requesting a 5' reduction to the 10' minimum side setback requirement for the (10) RS-10 lots.
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [The project is not within any overlays.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [Not applicable in this situation.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [Shown in pattern book on page 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [Shown in pattern book on pages 13-17.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: [Shown in pattern book on page 17.](#)

ORDINANCE 24-OZ-42 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 69.1 acres located along Thompson Road from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Salem Landing III PRD); Ole South Properties, applicant, [2024-417].

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

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

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

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

Passed:

1st reading _____


2nd reading _____

ATTEST:

Erin Tucker
City Recorder

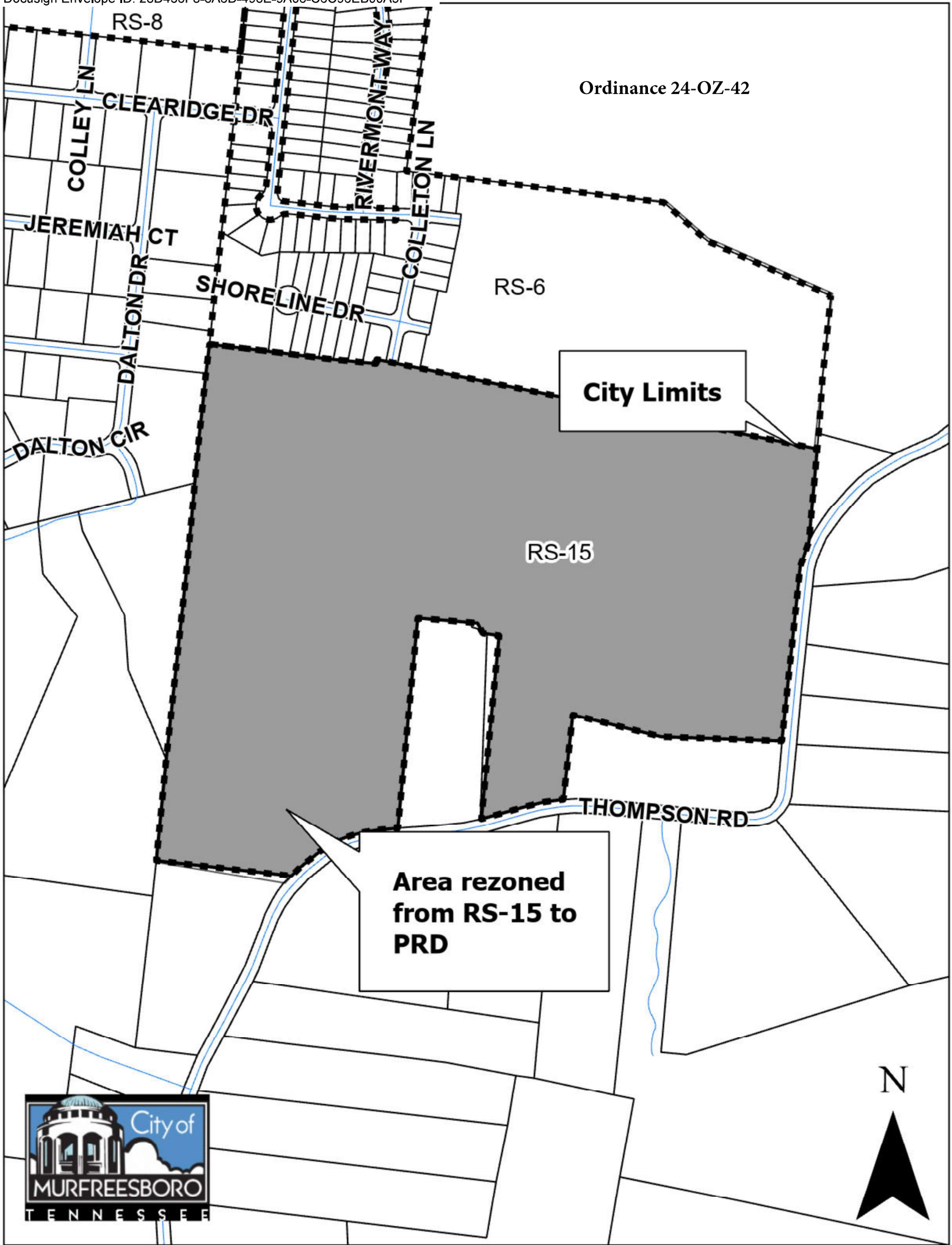
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2635E51F9401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 24-OZ-42

City Limits

RS-15

RS-6

RS-8

Area rezoned
from RS-15 to
PRD



N

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Annexation, plan of services, and zoning for property along Butler Drive and Joe B Jackson Parkway
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation and zoning of approximately 15.9 acres located along the north side of Joe B Jackson Parkway and along Butler Drive.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of both the annexation and plan of services and the zoning request at its regular meeting on October 30, 2024.

Background Information

The City of Murfreesboro, MacDonald Associates, LLC, and QuikTrip Corporation initiated petitions of annexation [2024-506] for approximately 15.9 acres located along the north side of Joe B Jackson Parkway. The City developed its plan of services for this area. Additionally, the same applicants presented to the City a zoning application [2024-415] for the same 15.9 acres to be zoned H-I (Heavy Industrial District – 6.7 acres); G-I (General Industrial District – 2.9 acres); and CH (Highway Commercial District – 6.3 acres) simultaneous with annexation. During its regular meeting on October 30, 2024, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

On December 5, 2024, Council held a public hearing on the zoning application and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The proposed annexation and zoning will enable industrial and commercial development, which will create jobs for the community and generate tax revenue for

the City.

Expand Infrastructure

The requested area includes land that the City has under contract, which is intended to be developed with the proposed solid waste transfer station and public works facility.

Attachments:

1. Resolution 24-R-PSA-43
2. Ordinance 24-OZ-43
3. Maps of the area
4. Plan of services
5. Planning Commission staff comments from the 10/30/2024 meeting
6. Planning Commission minutes from 10/30/2024 meeting
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 30, 2024
PROJECT PLANNER: RICHARD DONOVAN**

5.c. Annexation petition and plan of services [2024-503] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants.

The City of Murfreesboro, along with MacDonald Associates and Quiktrip Corporation, has submitted a petition requesting the annexation of their properties into the City. The City currently has a pending contract to purchase a portion of the study area. The annexation area includes three parcels located on the north side of Joe B Jackson Parkway. The annexation area does not include any right-of-way. The total annexation study area is approximately 15.9 acres of vacant land.

The annexation study area includes the following areas:

Owner: MacDonald Associates

Tax Map 125, Parcel 14.04 (5.00 acres) -split by Butler Drive right-of-way
Tax Map 126, Parcel 46.02 (3.42 acres)

Owner: Quiktrip Corporation

Tax Map 125, Parcel 14.05 (7.32 acres)

The City accompanied by MacDonald Associates and Quiktrip Corporation has submitted a companion zoning application to rezone the subject properties to CH, G-I, and H-I designations. This rezoning will enable the H-I zoned land to be utilized for the City's solid waste transfer station project to the north, allow for commercial development at the intersection of Butler Drive and Joe B Jackson Parkway, which is currently under construction, and expand the G-I zoned area adjacent to similarly-zoned properties.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The annexation area is contiguous with the City Limits along all boundaries. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close

proximity to the existing City limits, it will be relatively easy to extend services to the subject property, with the exception of sanitary sewer service. The properties seeking annexation will receive sewer service either through a proposed 6-inch sewer forcemain being installed along the realigned Butler Drive as part of the Butler Drive realignment project, or through a future gravity sewer line to be installed by a developer to the south. Currently, neither the forcemain nor gravity sewer has been installed, and coordination will be required during development to ensure sewer service is available.

Staff recommendation:

Staff is supportive of this annexation request for the following reasons:

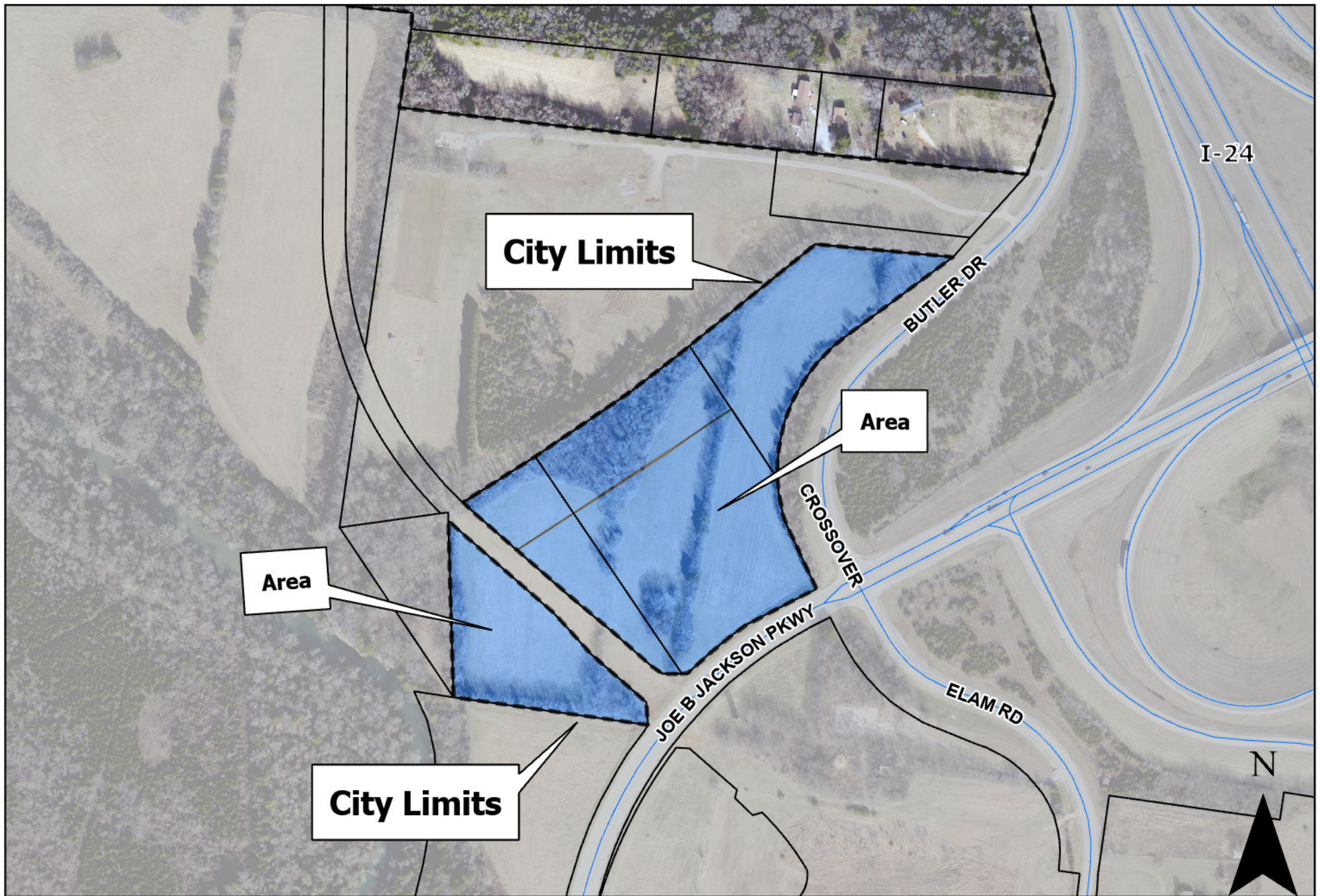
- 1) The subject property is contiguous with the existing City Limits.
- 2) It is located within the Urban Growth Boundary and within the Service Infill Area.
- 3) Services can be extended to the subject property upon annexation.

Action Needed:

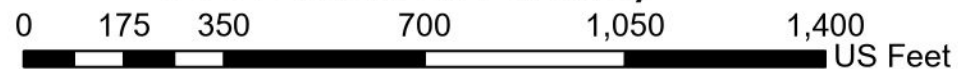
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

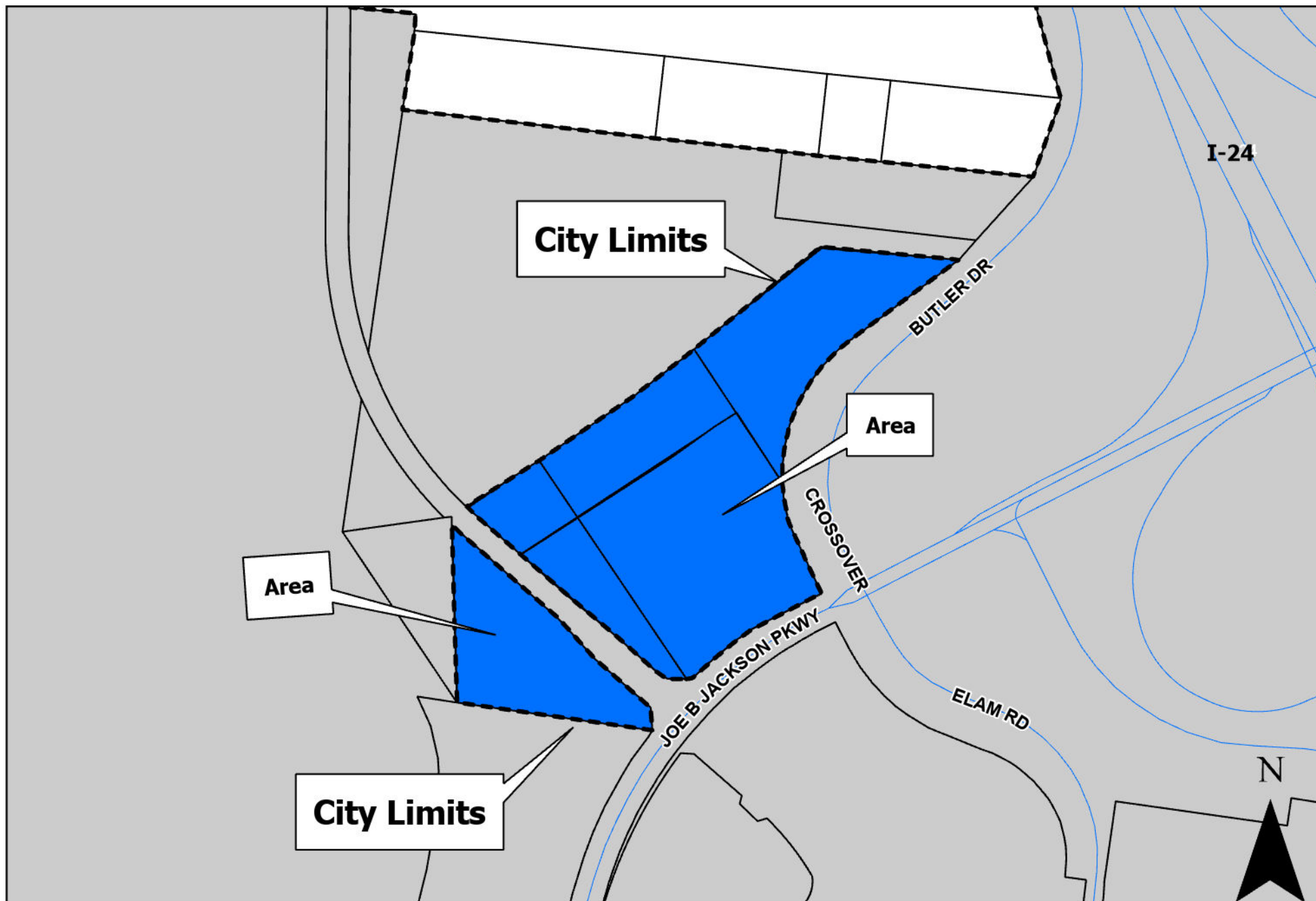
Ortho Map
Non-ortho maps
Annexation Petitions
Plan of Services



Annexation request for property along Butler Drive and Joe B Jackson Parkway



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



Annexation request for property along Butler Drive and Joe B Jackson Parkway

0 175 350 700 1,050 1,400 US Feet

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. City of Murfreesboro (under Contract)
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Sam Huddleston Status: Asst City Mgr Date: 8/23/24

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

2. MacDonald Associates prior to City Council
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)

3. Quick Trip prior to City Council
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)

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

Signature: _____ Status: _____ Date: _____

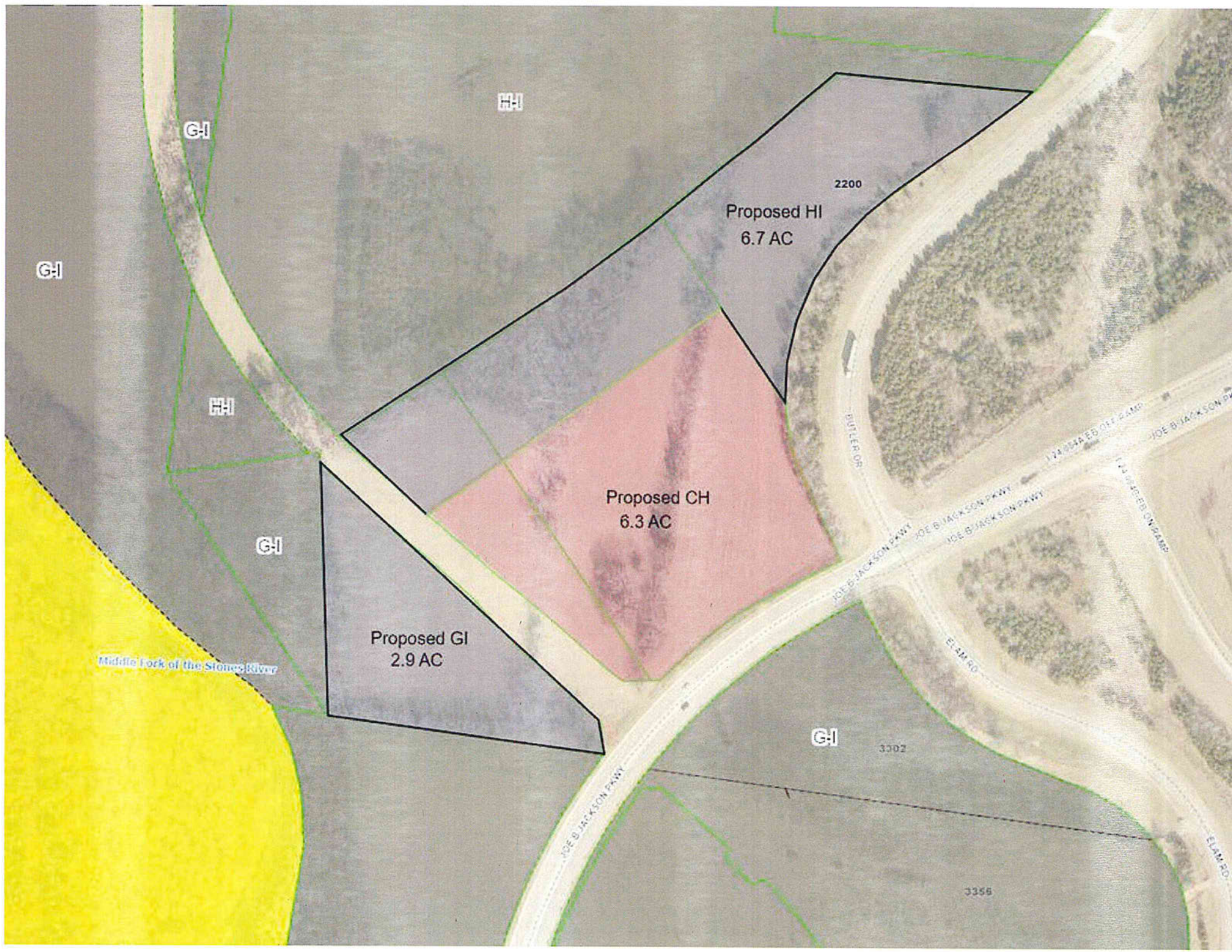
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

X Pending Closing



LAW OFFICES

BOBO, HUNT & WHITE
AN ASSOCIATION OF ATTORNEYS

111 N. SPRING STREET, SUITE 202
P. O. BOX 169
SHELBYVILLE, TENNESSEE 37162-0169

September 6, 2024

W. ANDREW BOBO



MAILING ADDRESS:

P. O. BOX 169
SHELBYVILLE, TN 37162

City of Murfreesboro Planning Department
Attention: Matthew Blomeley
111 W. Vine Street
Murfreesboro, TN 37130

Re: MacDonald Associates, LLC
Portion of Map 125, Parcel 14.04
Tax Assessor of Rutherford County, Tennessee - 2.98 acres

Dear Mr. Blomeley:

Enclosed herewith is a Petition for Annexation by the City of Murfreesboro for a portion of property identified on Tax Map 125, Parcel 14.04, Tax Assessor's Office of Rutherford County, Tennessee. As you are aware, the City of Murfreesboro has entered into a Contract for Conveyance of Real Estate with MacDonald Associates, LLC, regarding the remaining portion of Tax Map 125, Parcel 14.04. Since the parcel has not been divided by a survey at this time, we do not have a legal description for the remaining 2.98 acre tract MacDonald will own post-closing. We can supplement the Petition upon receipt of the survey work showing this division.

Thank you in advance for your assistance. If you have any questions or comments, please feel free to contact me.

Yours very truly,

BOBO, HUNT & WHITE

A large, stylized handwritten signature in black ink, appearing to read 'W. Andrew Bobo', written over the printed name.

W. Andrew Bobo

WAB/amd

Enclosure

I:\Our Docs\MacDonald, K. Bruce - 18,685\09-06-24 ltr to city of murfreesboro planning dept\amd



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. MacDonald Associates, LLC

Printed Name of Owner (and Owner's Representative, if Owner is an entity)

K. Bruce MacDonald, Managing Member

Signature: K. Bruce MacDonald Status: PRESIDENT Date: 9/6/2024

307 Riverbend Road, Shelbyville, TN 37160

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

2.

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)

3.

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)

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

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. QUICKTRIP CORPORATION, CRAIG WILLIAMS - REGIONAL DIRECTOR OF REAL ESTATE
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: DIRECTOR OF REAL ESTATE Date: 9/4/24

952 OLD PEACHTREE RD. NW LAWRENCEVILLE, GA 30043
Mailing Address (if not address of property to be annexed)

2. _____
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)

3. _____
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)

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: X Yes

Power of Attorney applies and is attached: Yes X No

NEW QUIKTRIP 7146 PARCEL DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN RUTHERFORD COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY RIGHT-OF-WAY OF JOE B JACKSON PARKWAY (84 FOOT PUBLIC RIGHT-OF-WAY) HAVING TN GRID COORDINATES OF N 527,794.03, E 1,856,410.66; THENCE N33°54'02"W A DISTANCE OF 22.97 FEET TO A POINT, THENCE S89°13'47"W A DISTANCE OF 48.84 FEET TO A POINT, THENCE N55°28'58"W A DISTANCE OF 34.50 FEET TO A POINT, THENCE N48°47'20"W A DISTANCE OF 138.63 FEET TO AN IRON PIN, THENCE N50°25'32"W A DISTANCE OF 140.06 FEET TO A POINT, THENCE N48°47'20"W A DISTANCE OF 140.82 FEET TO A POINT, THENCE N53°19'36"E A DISTANCE OF 660.80 FEET TO A POINT, THENCE S32°47'22"E A DISTANCE OF 214.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF BUTLER DRIVE, THENCE ALONG A COUNTER CLOCKWISE CURVE FOR 114.48 FEET HAVING A RADIUS OF 432.64 FEET A CHORD BEARING OF S10°14'36"E AND A CHORD DISTANCE OF 114.15 FEET TO A POINT, THENCE S24°50'30"E A DISTANCE OF 190.49 FEET TO A POINT, THENCE S62°28'36"W A DISTANCE OF 47.04 FEET TO A POINT, THENCE ALONG A COUNTER CLOCKWISE CURVE FOR 369.96 FEET HAVING A RADIUS OF 1188.00 FEET A CHORD BEARING OF S53°33'20"W AND A CHORD DISTANCE OF 368.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 273,511 S.F. OR 6.279 ACRES MORE OR LESS.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Brad Barbee, Principal Planner
Sloane Lewis, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Deputy City Attorney
John Tully, Assistant City Attorney

Mr. Matthew Blomeley made a public announcement about the City's special census.

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Public Comments.

Vice-Chairman Ken Halliburton announced that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 16, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the October 16, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Mr. Chris Maguire elaborated on the roadway improvements that are proposed with this development. He also buffering, addressed drainage, and blasting concerns.

Mr. Matthew Blomeley explained how the Planning Department provides monthly permitting data to the City and County school systems.

Mr. Shawn Wright and Ms. Jami Averwater expressed their support for this request and the reasons they support it.

Mr. Tristan Carroll asked what the phasing timeline would be with this development. Mr. Chris Maguire stated phase 1 would probably start construction a little over a year from now. Each phase would be developed separately.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Bryan Prince and carried in favor by the following vote:

Aye: Ken Halliburton, Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Annexation petition and plan of services [2024-503] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants.

Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

There being no further discussion, Ms. Jami Averwater moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Ken Halliburton, Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning application [2024-415] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive to be zoned H-I (6.7 acres), G-I (2.9 acres), and CH (6.3 acres) simultaneous with annexation, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Andy Bobo, with MacDonald and Associates, and Mr. J.D. Dudley, real estate agent for QuikTrip, were in attendance representing the application.

RESOLUTION 24-R-PSA-43 to adopt a Plan of Services for and to annex approximately 15.9 acres located along Joe B. Jackson Parkway and Butler Drive (Tax Map 125, Parcel 14.04; Tax Map 125, Parcel 14.05; and Tax Map 126, Parcel 4602 split by Butler Drive right-of-way), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation, applicants [2024-503].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the “Area Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated (“TCA”) § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on October 30, 2024, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §6-51-102; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA § 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on November 12, 2024 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro a second notice rescheduling the public hearing and map was published on November 26, 2024 in the *Murfreesboro Post*, pursuant to TCA § 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on December 19, 2024.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into

boundaries of the City of Murfreesboro: Tax Map 125, Parcel 14.04; Tax Map 125, Parcel 14.05; and Tax Map 126, Parcel 4602 split by Butler Drive right-of-way, identified on the attached map as the "Area Annexed."

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 24-OZ-43**, which was _____, the public welfare and the welfare of the City requiring it.

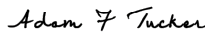
Passed: _____

Shane McFarland, Mayor

ATTEST:

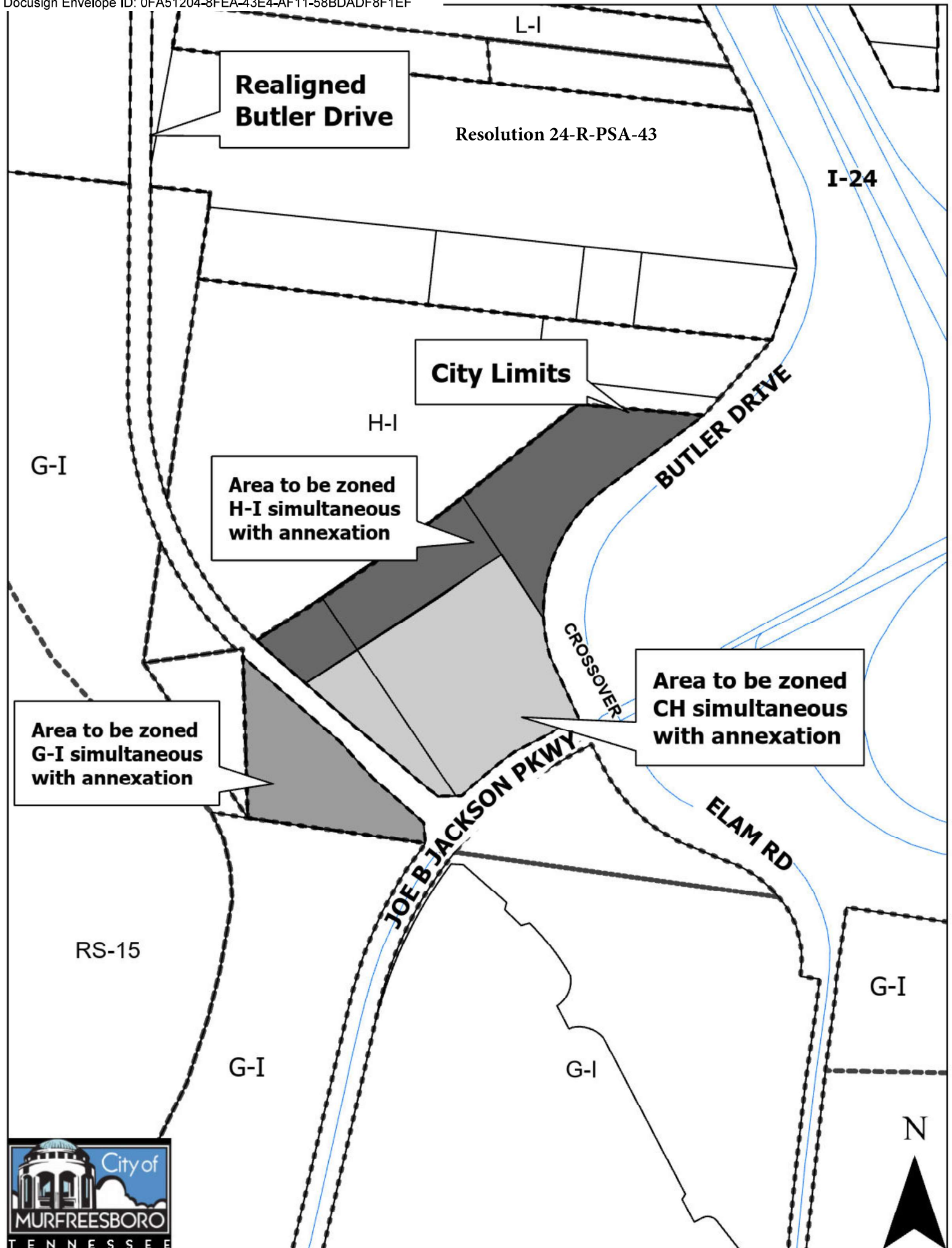
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


43A2035E54F0401...
Adam F. Tucker
City Attorney

SEAL

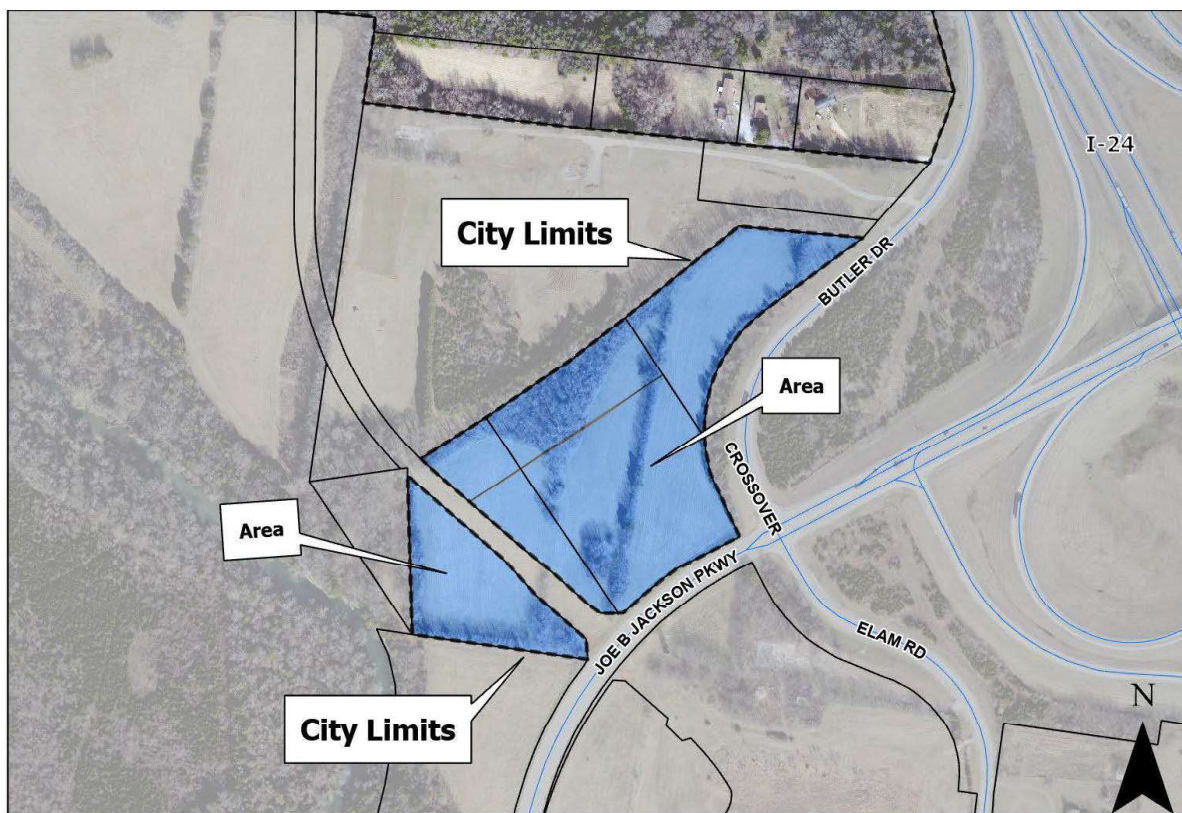


Resolution 24-R-PSA-43

**ANNEXATION REPORT FOR PROPERTY
LOCATED ALONG JOE B JACKSON PARKWAY
AND BUTLER DRIVE
INCLUDING PLAN OF SERVICES
(FILE 2024-503)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 30, 2024**



Annexation request for property along Butler Drive and
Joe B Jackson Parkway

0 175 350 700 1,050 1,400
US Feet

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

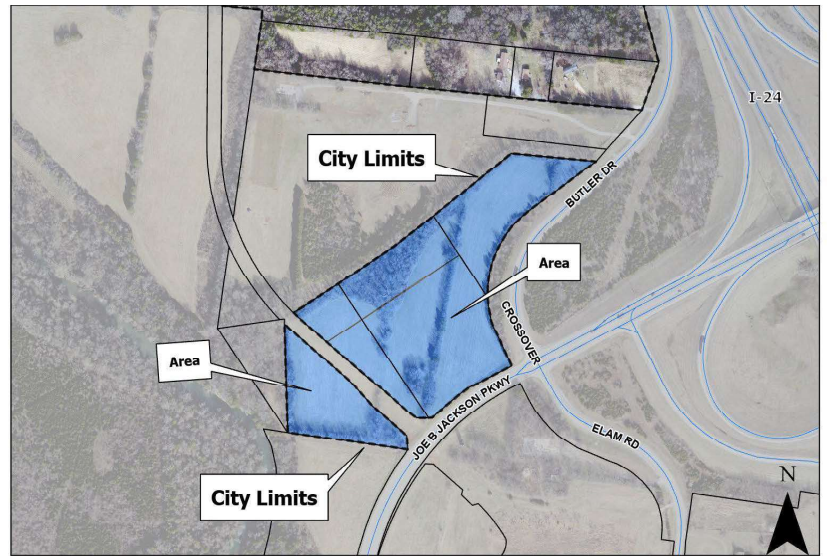
INTRODUCTION

OVERVIEW

The property owners, City of Murfreesboro (which currently has a portion of the study area under contract), MacDonald Associates, and Quiktrip Corporation submitted petitions requesting their properties be annexed into the City of Murfreesboro. The properties total approximately 15.9 acres and are located along the north side of Joe B Jackson Parkway. No additional right-of-way (ROW) is included in the annexation study area. The annexation study area includes the following properties:

- Tax Map 125, Parcel 14.04 (5.00 acres)
- Tax Map 125, Parcel 14.05 (7.32 acres)
- Tax Map 126, Parcel 46.02 (3.42 acres) - split by Butler Drive right-of-way

The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern and western boundaries, as depicted on the adjacent map.



Annexation request for property along Butler Drive and Joe B Jackson Parkway

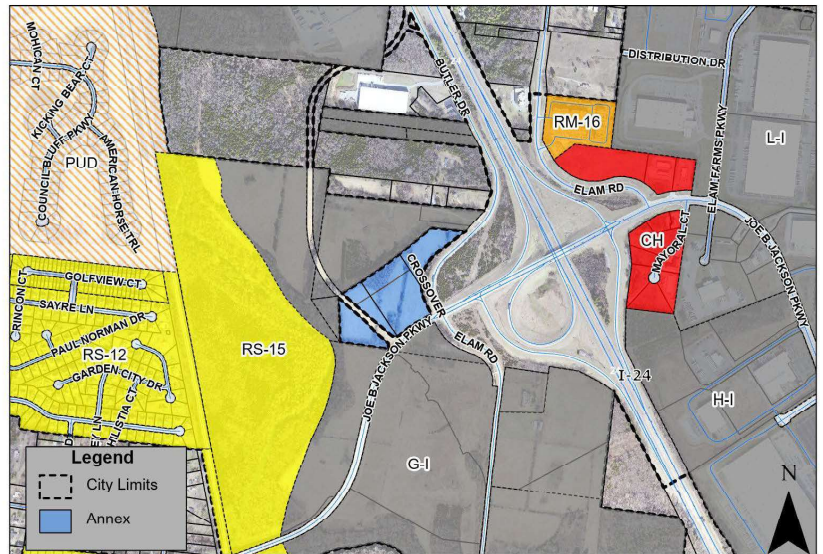
0 175 350 700 1,050 1,400 US Feet

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

SURROUNDING ZONING

The study area consists of three parcels located on the north side of Joe B Jackson Parkway and west of existing Butler Drive. The three parcels are currently vacant. The annexation petition has a companion zoning application for Commercial Highway (CH), General Industrial (G-I), and Heavy Industrial (H-I).

The properties surrounding the annexation study area have a variety of zoning. The property to the north is zoned H-I, to the east across the interstate is a zoned CH, to the south across Joe B Jackson Parkway is zoned G-I, and to the west is vacant G-I and RS-15 zoned land.



Annexation request for property along Butler Drive and
Joe B Jackson Parkway

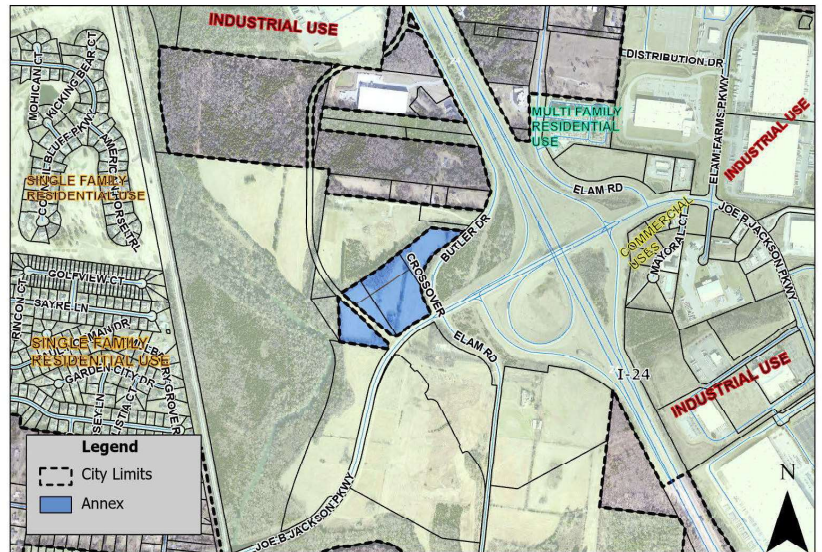
0 435 870 1,740 2,610 3,480
US Feet

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

SURROUNDING LAND USE

The area being considered for annexation consists of three parcels, totaling 15.9 acres and contains no additional right of way (ROW). The subject parcels are currently vacant.

The area surrounding the parcel is characterized by the City's future solid waste transfer station site to the north, a retail center and Subway across the interstate to the east, the future Bucee's site and vacant land to the south, and vacant land to the west.



Annexation request for property along Butler Drive and
Joe B Jackson Parkway

0 435 870 1,740 2,610 3,480
US Feet

Planning Department
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www.murfreesborotn.gov

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2024 will be due on December 31, 2025. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
MacDonald Associates, LLC.	125-014.04	5.00	\$1,879,100	\$0	\$751,640	\$7,160.12
QuickTrip Corporation	125-014.05	7.32	\$2,085,900	\$0	\$834,360	\$7,948.11
MacDonald Associates, LLC.	126-046.02	3.42	\$566,900	\$0	\$226,760	\$2,160.12

These figures are for the properties in their current state and assessed at the commercial rate of 40 percent. Once the property is rezoned and developed, an improvement value will be added, leading to an increase in City and County taxes, except for the properties retained by the City, which will be tax-exempt.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the study area immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 7.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). These properties will be served by a future overhead electric line to be installed in front of Buc-ee's along the rerouted Elam Road, with installation scheduled to follow the road's completion. MTE is currently coordinating the acquisition of easements for this electric line.

STREET LIGHTING

Street lights will not be installed as part of the Butler Drive realignment project; however, they will be added along Joe B Jackson Parkway and Butler Drive as development progresses. The developer will be responsible for installing street

lights within the development for any proposed public streets.

SOLID WASTE COLLECTION

In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as a commercial or industrial use, however, the owner/developer will be required to arrange solid waste collection via a private hauler.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City Schools (MCS) system serves grades kindergarten through sixth and is offered to students who reside within the City of Murfreesboro. Currently the annexation study area is vacant. The property is located outside the Black Fox Elementary school zone and would become part of this school's zoned area if annexed. Since the zoning would not include any residential dwellings, this would have no impact on Black Fox or the school system as a whole.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area does not include any additional public roadways or roadway systems. Access to public roadway systems is available through realigned Butler Drive and Joe B Jackson Parkway. Any new connections to either roadway must be approved by the City Engineer.

Any future public roadway facilities to serve the study area must be constructed to City standards

REGIONAL TRAFFIC & TRANSPORTATION

The study area is served by Butler Drive and Joe B Jackson Parkway as the major roadway facilities. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Butler Drive and Joe B Jackson Parkway both to be operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Butler Drive operates at a level of service of B in the study area without the proposed improvements recommended in the 2040 MTP. Joe B Jackson Parkway operates at a level of service D without the proposed improvements.

SANITARY SEWER SERVICE

The properties requesting annexation will be served by either a proposed 6" sewer forcemain being installed along the new realigned Butler Drive being constructed by the City's roadway contractor, or by future gravity sewer being installed by a developer to serve the property directly south of Map 125, Parcel 14.04. To date, the sewer forcemain and gravity sewer have not been installed. Sewer service to these properties requesting annexation will require coordination when being developed to ensure sewer is available.

The Water Resources Board requested MWRD staff to investigate creating a sanitary sewer assessment district to recoup the cost of the sewer forcemain extension. These properties may be required to pay this assessment if the gravity sewer cannot extend as far north and east as these properties. This assessment fee is estimated at \$3000 per acre in addition to the standard and customary sewer connection fee of \$2550 per single-family unit (sfu) or equivalent.

With regard to the Sewer Allocation Ordinance (SAO), the developments will be required to meet the flow requirements based on zoning and acreage or request a variance.

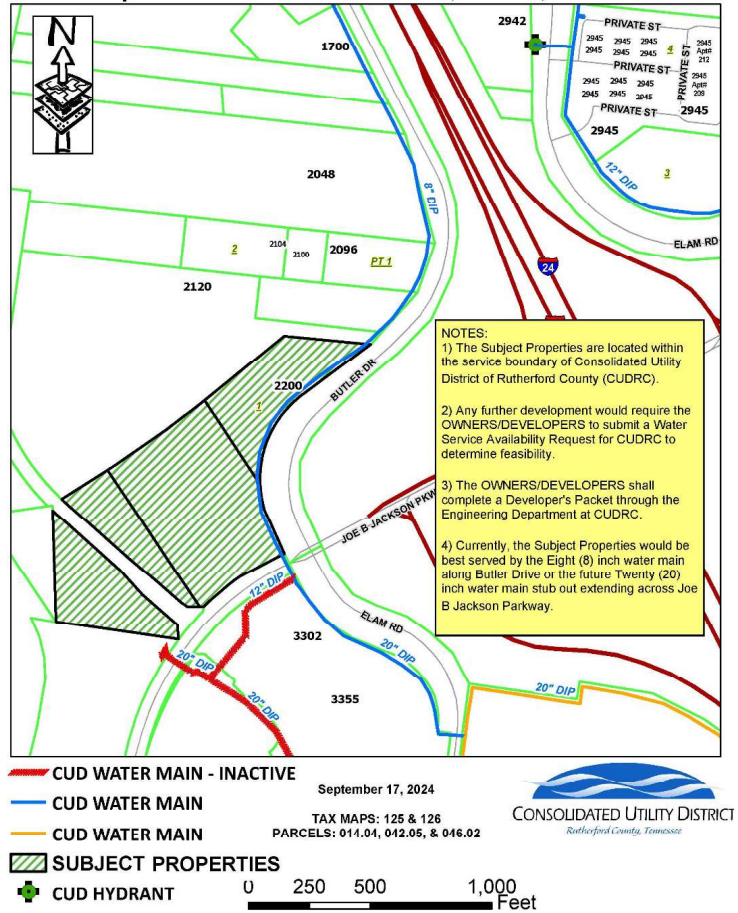
All sewer main line extensions and off-site easements are the developer's financial responsibility and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. The study area will be served either by an 8-inch ductile iron water main (DIP) located along current Butler Drive or the future twenty (20) inch water main stub out extending across Joe B Jackson Parkway, as depicted on the map to the right.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

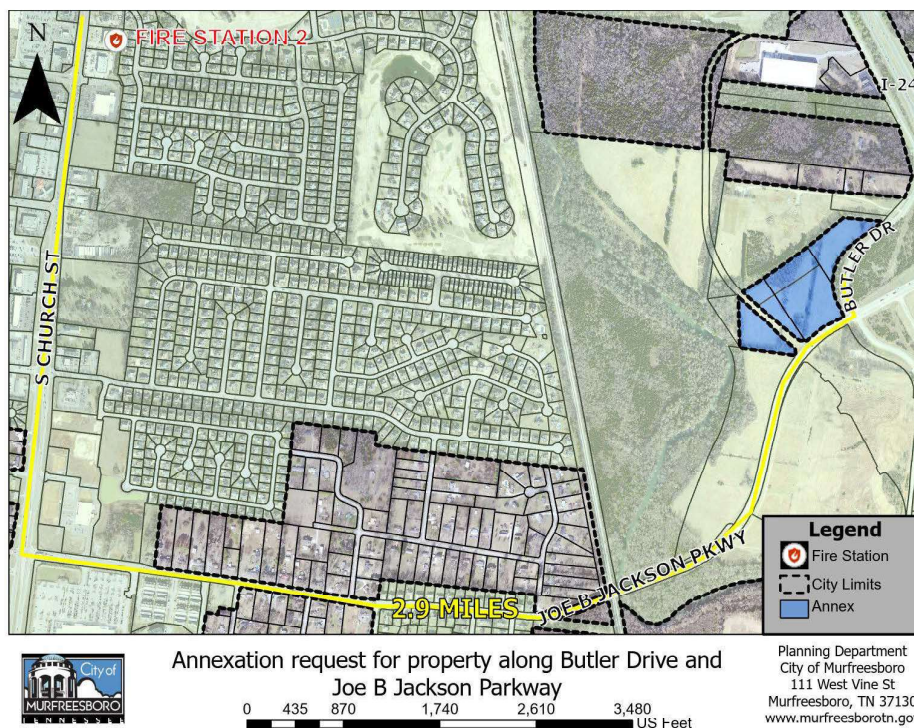
Butler Drive & Joe B Jackson Parkway Rezoning Request Maps 125 & 126 Parcels 014.04, 042.05, & 046.02



FIRE AND EMERGENCY SERVICE

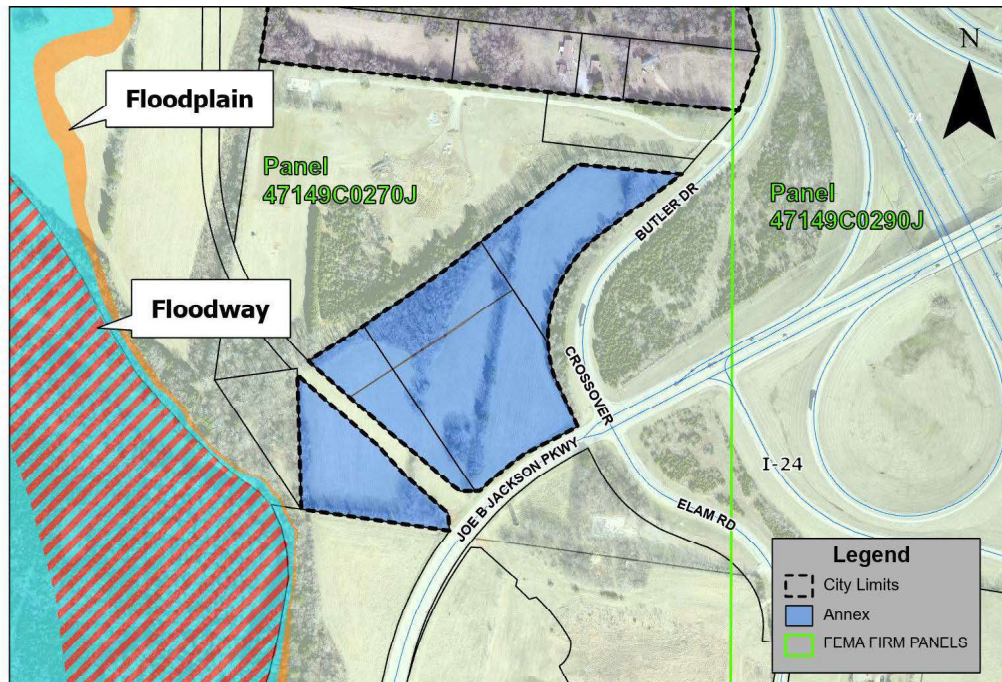
The study area contains vacant land. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services and fire protection to the study area immediately upon the effective date of annexation at no additional expense.

Currently the study area is located 2.9 miles from Fire Station #2 (2880 Runnymede Drive). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



FLOODWAY

The study area is not located within the 100-year floodplain nor within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



Annexation request for property along Butler Drive and Joe B Jackson Parkway

0 175 350 700 1,050 1,400 US Feet

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

DRAINAGE

Public Drainage System

The drainage systems along and within the roadway of realigned Butler Drive, old Butler Drive (Kenny Pipe Court) and Joe B Jackson Parkway are included in the study area and the properties have access to these drainage systems.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

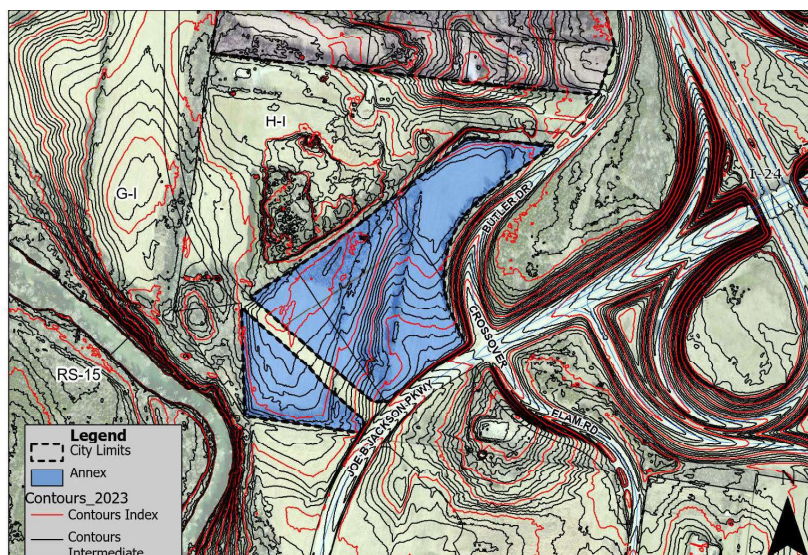
Regional Drainage Conditions

The study area drains to closed depressions located within the study area and north of the study area. According to aerial photography, these closed depressions pond water.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The property is currently vacant and will not generate annual revenue for the Stormwater Utility Fee.

The study area has proposed zoning of General Industrial (G-I), Commercial Highway (CH), and Heavy Industrial (H-I). Based on this development scenario, it is anticipated that the sites will generate approximately \$2000 in revenue per year into the Stormwater Utility Fund upon full build-out.



Annexation request for property along Butler Drive and Joe B Jackson Parkway

0 175 350 700 1,050 1,400 US Feet

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

PROPERTY AND DEVELOPMENT

Stormwater management plans must comply with the City's stormwater quality requirements.

A review of historic aerial photography and topography indicate closed depressions which pond water from time to time. These features may be associated with sinkholes and/or wetlands. The features should be evaluated to determine if sinkholes or wetlands are present and appropriate approvals and permits obtained for disturbance or modification during development.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

ORDINANCE 24-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 zone approximately 15.9 acres along Joe B. Jackson Parkway and Butler Drive as Heavy Industrial (H-I) District (6.7 acres), General Industrial (G-I) District (2.9 acres), and Highway Commercial (CH) District (6.3 acres) simultaneous with annexation; City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation, applicants [2024-415].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

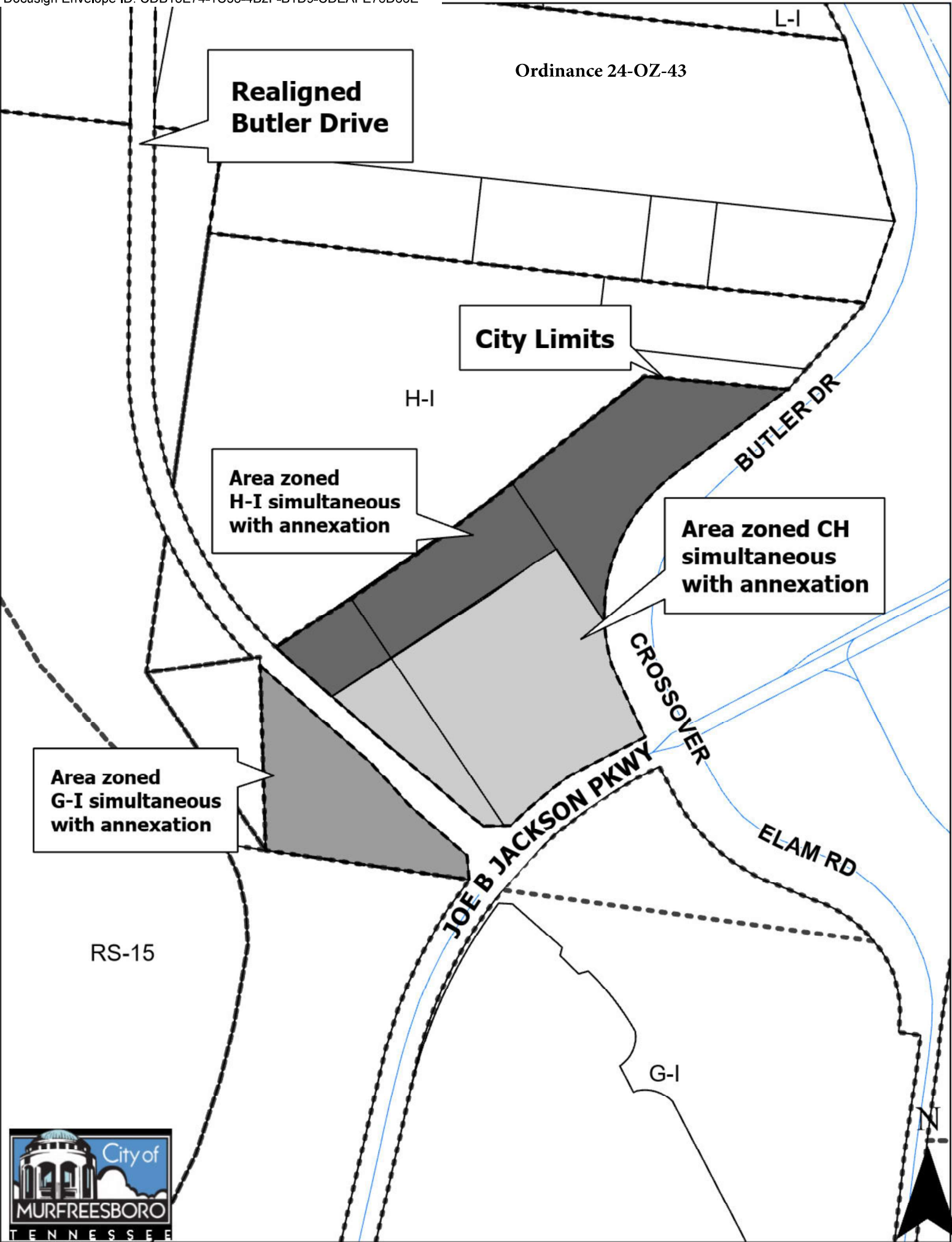
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Ordinance 24-O-46 – Amendment to Ethics Code

Department: Legal

Presented by: Adam F. Tucker

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 24-O-46 would amend the City’s Ethics Code by adding members of the BZA and Water Board to the list of City officials required to file annual financial disclosures.

Staff Recommendation

Adopt Ordinance 24-O-46 on first reading.

Background Information

In September, the City Council adopted Ordinance 24-O-25 which established a new Ethics Code for City officials and employees. The City’s previous ethics policy required certain City officials to file annual financial disclosures. These included members of the City Council, Planning Commission, Board of Zoning Appeals, and the Water Resources Board. A similar provision was included in Ordinance 24-O-25; however, the BZA and Water Resources Board were inadvertently excluded from the list of boards whose members would be required to file annual disclosures. Ordinance 24-O-46.

In addition, while the intended and legal effect of adopting Ordinance 24-O-25 was to repeal and replace the City’s existing ethics and conflict of interest policies, their repeal was not explicitly stated in Ordinance 24-O-25. Ordinance 24-O-46 makes their repeal explicit in the interest of clarity going forward.

Council Priorities Served

Establish strong City brand

Requiring financial disclosures for certain City officials fosters public trust in government.

Operational Issues

None

Fiscal Impact

None

Attachments

Ordinance 24-O-46

ORDINANCE 24-O-46 amending the Murfreesboro City Code, Chapter 2. Administration, Article XV. Ethics Code, Section 2-324(A) regarding annual disclosures.

WHEREAS, the City Council adopted a new Ethics Code in September 2024;
and

WHEREAS, the Board of Zoning Appeals and Water Resources Board were inadvertently left off the list of boards requiring annual disclosures; and

WHEREAS, while the intended and legal effect of adopting the Ethics Code was to repeal and replace the City’s existing ethics and conflict of interest polices, their repeal was not explicitly stated in Ordinance 24-O-25; and

WHEREAS, in the interest of clarity, it is prudent to declare that the City’s previously existing ethics and conflict of interest policies have been repealed;

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

SECTION 1. Section 2-324, Annual Disclosures, of the Murfreesboro City Code is hereby amended at subsection (A) to read:

(A) The disclosure requirements contained in this section shall apply to the following officials and employees: (1) the Mayor; (2) all members of City Council; (3) all members of the Planning Commission, Board of Zoning Appeals and Water Resources Board; and (4) the City Manager, the City Recorder, the City Treasurer, the City Attorney, and the City Judge.

SECTION 2. Resolution 07-R-20, Resolution 07-R-45, Employee Handbook Section 3012, Ethical Standards Policy, and Employee Handbook, Section 3013, Conflict of Interest, are hereby repealed and replaced by the Ethics Code in Chapter 2, Article XV of the Murfreesboro City Code, as amended by this Ordinance.

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:


43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Dr. Martin Luther King Jr. Blvd. Phase 2 Sidewalk Project
Amendment No. 5 TDOT Contract

Department: Transportation

Presented by: Jim Kerr, Transportation 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 Amendment No. 5 to Dr. Martin Luther King Jr. Blvd. Phase 2 with TDOT.

Staff Recommendation

Approve Amendment No. 5.

Background Information

The City received a TDOT Transportation Alternative Project (TAP) Grant for the development and implementation of a Sidewalk Project along Dr. Martin Luther King Jr. Blvd. from Middle Tennessee Blvd. to Minerva Drive. The TAP Grant award only covered 80% of construction cost and was capped at \$1,000,000. The City then received a TDOT Multimodal Access Grant in the amount of \$703,605 at a 95% state and 5% local match for Right of Way easement cost as well as additional construction funds under Amendments 2 & 4. Since that time, with the development of the construction plans and the easement purchases, a shortfall in funding required to meet the project delivery was identified.

The City through the TDOT's (TAP) program received an additional \$153,928 in funds to offset the shortfall of the project. The TAP program funds projects with an 80% federal and 20% local match.

Council Priorities Served

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Fiscal Impact

The City's 20% portion of the TAP funds is estimated at \$30,786 and will be funded

from the FY21 CIP Budget for this project.

Attachments

1. Amendment No. 5
2. Original Contract
3. Amendment No. 1
4. Amendment No. 2
5. Amendment No. 3
6. Amendment No. 4



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

December 11, 2024

The Honorable Shane McFarland
Mayor, City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Re: SR-1 (Dr. Martin Luther King Jr. Boulevard), from Middle Tennessee Blvd to Apollo Drive in
Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2
Murfreesboro, Rutherford County
PIN: 126616.00
Federal Project Number: TAP1(395)
State Project Number: 75LPLM-F3-076
Agreement Number: 180111

Dear Mayor McFarland:

I am attaching an amendment to the original contract to this letter. The amendment deletes and replaces the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Robert Harris at 615-253-5880 or robert.harris@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 5

Agreement Number: 180111

Project Identification Number: 126616.00

Federal Project Number: TAP-1(395)

State Project Number: 75LPLM-F3-076

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

SR-1 (Dr. Martin Luther King Jr. Boulevard), from Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2

1. The language of Agreement # 180111 A4 dated May 23, 2024 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 5 .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Shane McFarland **Howard H. Eley**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Adam Tucker **Leslie South**
Attorney **General Counsel**

By: _____ Date _____
Steve Allen
Director, Local Programs
& Community Investments
Division

EXHIBIT "A" for AMENDMENT 5

Agreement #: 180111

Project Identification #: 126616.00

Federal Project #: TAP-1(395)

State Project #: 75LPLM-F3-076

Project Description: SR-1 (Dr. Martin Luther King Jr. Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2. Construction of sidewalks along Dr. Martin Luther King Jr. Boulevard (US 70S/SR-1) from Middle Tennessee Blvd to Apollo Drive. Project also includes ADA compliance, pedestrian signals, crosswalks and school flashing speed limit signals.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Bicycles and Pedestrian Facility

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
RIGHT-OF-WAY	MMAG	0	95	5	\$350,000.00
CONSTRUCTION	MMAG	0	95	5	\$155,628.60
CONSTRUCTION	TAP	80	0	20	\$2,019,641.20
CEI	MMAG	0	95	5	\$213,644.00
TDOT ES	MMAG	0	95	5	\$21,364.40

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: MMAG: N/A; TAP: FAST Act § 1109; 23 U.S.C. 133(h)

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Agreement Number: 180111

Project Identification Number: 126616.00

Federal Project Number: TAP-1(395)

State Project Number: 75LPLM-F3-076

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

(Mercury Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Mercury Boulevard Sidewalks-Phase 2): Construction of sidewalks along Mercury Blvd (US 70S/SR-1) from Middle Tennessee Blvd to Apollo Drive. Project also includes ADA compliance, pedestrian signals, crosswalks and school flashing speed limit signals.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus

infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	Agency	Agency
Environmental Clearance by:	Agency	Agency
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **July 1, 2021**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.
- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of

this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **July 1, 2023**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved

portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-

profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.
 - 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.
 - 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.
 - 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)

- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
- d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost

incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
 - 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State

and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties

Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail

and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the

audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of

funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits

of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.


D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
 - 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION


By: 
Shane McFarland
Mayor

9/20/2018
Date

By: _____
John C. Schroer
Commissioner

Date

APPROVED AS TO
FORM AND LEGALITY

By: 
Adam Tucker
Attorney

9/10/2018
Date

APPROVED AS TO
FORM AND LEGALITY

By: _____
John Reinbold
General Counsel

Date

EXHIBIT "A"**CONTRACT NO.: 180111****PROJECT IDENTIFICATION NO.: 126616.00**

PROJECT DESCRIPTION: (Mercury Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Mercury Boulevard Sidewalks-Phase 2): Construction of sidewalks along Mercury Blvd (US 70S/SR-1) from Middle Tennessee Blvd to Apollo Drive. Project also includes ADA compliance, pedestrian signals, crosswalks and school flashing speed limit signals. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycle and Pedestrian Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	TAP	80%	0%	20%	\$ 1,073,332.25
CONST- CEI	TAP	80%	0%	20%	\$ 117,778.50
CONST — TDOT ENGINEERING SERVICES	TAP	80%	0%	20%	\$ 58,889.25

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOSEPH GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

December 8, 2021

The Honorable Shane McFarland
Mayor, City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133-1139

Re: SR-1 (Mercury Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Mercury Boulevard Sidewalks-Phase 2)
City of Murfreesboro, Rutherford County
PIN: 126616.00
Federal Project Number: TAP-1(395)
State Project Number: 75LPLM-F3-076
Agreement Number: 180111

Dear Mayor McFarland:

I am attaching an amendment to the original contract. The amendment adds Multimodal Access Grant funding to ROW and Construction phases. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Kathryn McClung at 615-741-8886 or Kathryn.McClung@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant
Transportation Manager 2

Attachment

Amendment Number: 1
Agreement Number: 180111
Project Identification Number: 126616.00
Federal Project Number: TAP-1(395)
State Project Number: 75LPLM-F3-076

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-1(Mercury Boulevard), From Middle Tennessee Boulevard to Apollo Drive in Murfreesboro (Mercury Boulevard Sidewalks-Phase 2)"

1. The language of Agreement # 180111 dated October 1, 2018 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

Signature: *Shane McFarland*
Shane McFarland (Dec 8, 2021 17:12 CST)

Email: smcfarland@murfreesborotn.gov

By

Signature: *Joseph Galbato, III*
Joseph Galbato, III (Dec 10, 2021 10:00 CST)

Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

Signature: *Adam F. Tucker*
Adam F. Tucker (Dec 8, 2021 09:38 CST)

Email: atucker@murfreesborotn.gov

By

Signature: *John H. Reinbold*
John H. Reinbold (Dec 10, 2021 08:08 CST)

Email: TDOT.Legal.Attorneys@tn.gov

EXHIBIT "A" for AMENDMENT 1

AGREEMENT #: 180111

PROJECT IDENTIFICATION #: 126616.00

FEDERAL PROJECT #: TAP-1(395)

STATE PROJECT #: 75LPLM-F3-076

PROJECT DESCRIPTION: Mercury Boulevard Sidewalks - Phase 2: Construction of sidewalks along Mercury Boulevard (US 70S/SR-1) from Middle Tennessee Boulevard to Apollo Drive. Project also includes ADA compliance, pedestrian signals, crosswalks and school flashing speed limit signs.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Pedestrian and Bicycle Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
RIGHT-OF-WAY	MMAG	0	95	5	\$200,000.00
CONSTRUCTION	S-TAP	80	0	20	\$1,073,332.00
CEI	S-TAP	80	0	20	\$117,779.00
TDOT ES	S-TAP	80	0	20	\$58,889.00
CONSTRUCTION	MMAG	0	95	5	\$540,637.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

TDOT ENGINEERING SERVICES (TDOT ES): IN order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

July 3, 2023

The Honorable Shane McFarland
Mayor, City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133-1139

Re: SR-1 (Dr. Martin Luther King Jr. Boulevard), From Middle Tennessee Blvd to Apollo Drive in
Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2)
Murfreesboro, Rutherford County
PIN: 126616.00
Federal Project Number: TAP-1(395)
State Project Number: 75LPLM-F3-076
Agreement Number: 180111

Dear Mayor McFarland:

I am attaching an amendment to the original contract to this letter. The amendment extends the contract's completion date. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Kathryn McClung at 615-741-8886 or Kathryn.McClung@tn.gov.

Sincerely,

Kimery Grant
Transportation Manager 2

Attachment

Amendment Number: 2

Agreement Number: 180111

Project Identification Number: 126616.00

Federal Project Number: TAP-1(395)

State Project Number: 75LPLM-F3-076

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"SR-1 (Dr. Martin Luther King Jr. Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2)"

1. The language of Agreement # 180111 dated October 1, 2018 Section B.2a) is hereby deleted in its entirety.
2. The following is added as B.2a) .

B.2a) The Agency agrees to complete the herein assigned phases of the Project on or before **September 30, 2023**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: 
Shane McFarland (Jul 10, 2023 08:59 CDT)

Email: smcfarland@murfreesborotn.gov

Signature: 

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: 

Email: atucker@murfreesborotn.gov

Signature: 
John H. Reinbold (Jul 11, 2023 09:18 CDT)

Email: TDOT.Legal.Attorneys@tn.gov

Signature: 
Dan Pallme (Jul 12, 2023 09:07 CDT)

Email: Daniel.Pallme@tn.gov

Amendment Number: 3

Agreement Number: 180111

Project Identification Number: 126616.00

Federal Project Number: TAP-1(395)

State Project Number: 75LPLM-F3-076

THIS AGREEMENT AMENDMENT is made and entered into this 1st day of February 20 24 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

SR-1 (Dr. Martin Luther King, Jr. Blvd.), from Middle Tennessee Blvd. to Apollo Drive (Dr. Martin Luther King, Jr. Blvd. Sidewalks - Phase 2)

1. The language of Agreement # 180111 A2 dated July 12, 2023 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as 3 .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: 
Shane McFarland (Jan 31, 2024 10:07 CST)

Email: smcfarland@murfreesborotn.gov

By

Signature: 

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: 

Email: atucker@murfreesborotn.gov

B

Signature: 

Email: TDOT.Legal.Attorneys@tn.gov

F

Signature: *Daniel Pallme*

Email: Daniel.Pallme@tn.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**BUREAU OF PLANNING
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

May 22, 2024

The Honorable Shane McFarland
Mayor, City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Re: SR-1 (Dr. Martin Luther King, Jr. Boulevard), From Middle Tennessee Boulevard to
Apollo Drive (Dr. Martin Luther King, Jr. Boulevard Sidewalks - Phase 2)
Murfreesboro, Rutherford County
PIN: 126616.00
Federal Project Number: TAP-1(395)
State Project Number: 75LPLM-F3-076
Agreement Number: 180111

Dear Mayor McFarland:

I am attaching an amendment to the original contract to this letter. The amendment replaces the Exhibit A and extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact John Bramlett at 615-253-2738 or john.bramlett@tn.gov.

Sincerely,

Chasity M. Bell
Transportation Manager 1

Attachment

Amendment Number: 4

Agreement Number: 180111

Project Identification Number: 126616.00

Federal Project Number: TAP-1(395)

State Project Number: 75LPLM-F3-076

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

SR-1 (Dr. Martin Luther King, Jr. Boulevard), From Middle Tennessee Boulevard. to Apollo Drive. (Dr. Martin Luther King, Jr. Boulevard. Sidewalks - Phase 2)

1. The language of Agreement # 180111 A1 dated December 10, 2021 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4 .
2. The language of Agreement # 180111 A3 dated February 1, 2024 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: M. Shane McFarland
M. Shane McFarland (May 23, 2024 07:01 CDT)
Email: smcfarland@murfreesborotn.gov

B

Signature: Paul H. Eley
Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: atucker
Email: atucker@murfreesborotn.gov

B

Signature: Leslie South
Leslie South (May 23, 2024 14:19 CDT)
Email: TDOT.Legal.Attorneys@tn.gov

Signature: Daniel Pallme
Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 4

Agreement #: 180111**Project Identification #:** 126616.00**Federal Project #:** TAP-1(395)**State Project #:** 75LPLM-F3-076

Project Description: SR-1 (Dr. Martin Luther King Jr. Boulevard), From Middle Tennessee Blvd to Apollo Drive in Murfreesboro (Dr. Martin Luther King Jr. Boulevard Sidewalks-Phase 2) Construction of sidewalks along Dr. Martin Luther King Jr. Boulevard (US 70S/SR-1), from Middle Tennessee Blvd to Apollo Drive. Project also includes ADA compliance, pedestrian signals, crosswalks and school flashing speed limit signals.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Bicycles and Pedestrian Facility

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
RIGHT-OF-WAY	MMAG	0	95	5	\$350,000.00
CONSTRUCTION	MMAG	0	95	5	\$180,003.00
CONSTRUCTION	TAP	80	0	20	\$1,865,713.00
CEI	MMAG	0	95	5	\$191,486.00
TDOT ES	MMAG	0	95	5	\$19,148.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: MMAG: N/A; TAP: FAST Act § 1109; 23 U.S.C. 133(h).

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Purchase of 910 Ridgley Road
Department: City Schools
Presented by: Dr. Trey Duke, Director of Schools
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 approval for the Purchase and Sale Agreement with Osborne Enterprises for the acquisition of real property located at 910 Ridgely Road to be used by City Schools for the relocation of the Transportation and Maintenance Department

Staff Recommendation

Approve the Purchase and Sale Agreement for 910 Ridgley Road.

Background Information

After careful evaluation of available options for relocation of the City School's Transportation and Maintenance Departments, the property owned by Osborne Enterprises was identified as the most suitable for meeting the District's needs, as it will allow the district to enhance operational efficiency and support anticipated growth.

Under the terms of the Agreement, the District will purchase the property for \$5,250,000.00. The Agreement includes a 60-day due diligence period. Contingencies for the purchase include successful completion of this due diligence process, and approval by the Board of Education and City Council.

Following Board and City Council approval, the District will proceed with executing the Agreement and initiating the due diligence process. This will include property inspections, environmental assessments, and title reviews. Closing procedures will commence once all contingencies have been satisfied.

The City intends to permanently occupy 4,800 square feet as part of its space needs requirements. This square footage constitutes 10.2% of the total facility which is listed as 46,914 square feet. Therefore, a pro rata cost sharing arrangement is proposed in the following table.

ITEM	MCS Cost	City General Cost	TOTAL
910 Ridgley Rd. Purchase Price	\$(4,714,500)	\$(535,500)	\$(5,250,000)
910 Ridgley Rd. Closing Costs	\$(179,600)	\$(20,400)	\$(200,000)
710 New Salem Hwy Purchase	\$273,287	\$(273,287)	\$0
TOTAL	\$(4,620,813)	\$(829,187)	\$(5,450,000)

A separate use agreement between the City and the District will govern the shared use of the facility, subject to additional approval by both the School Board and the City Council.

The purchase of 710 New Salem Hwy (the old school maintenance site) affords the City an additional 8,836 square feet of office and warehouse space on 4.32 acres.

Council Priorities Served

Expand Infrastructure

Purchasing a new City Schools' transportation and maintenance facility will provide more adequate space for City Schools to be better equipped to meet the needs of the community.

Fiscal Impact

The expense to the City, or \$829,187, will be funded by the FY25 CIP. The remainder will be funded with Schools General Purpose funds and County Shared Bond proceeds.

Attachment

1. Purchase and Sale Agreement – 910 Ridgley Road

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** ("Agreement") dated as of the ____ day of _____, 2024 (the "**Effective Date**"), by and between the **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County in the State of Tennessee, on behalf of **MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION** ("Purchaser"), and **OSBORNE ENTERPRISES**, a Tennessee general partnership ("Seller"), for itself, and its heirs, successors, and assigns.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

TERMS OF AGREEMENT

Section 1.01 Terms/Definitions. The following terms are defined to provide clarity for purposes of this Agreement. These definitions are included for terms that may be ambiguous, used before their explanation in the body of the Agreement, or otherwise benefit from further specification. Terms not defined in this section shall have their commonly understood meanings or the meanings ascribed to them in applicable sections of this Agreement:

(a) "Assumed Contracts" shall mean Service Contracts entered into by Seller which Purchaser elects, in its sole discretion, to assume by written notice to Seller.

(b) "Bring Down Certificate" means a signed certificate certifying the Seller's representations and warranties are still true as of the date of the certificate.

(c) "Business Day" shall mean Monday through Friday, excluding bank holidays and legal holidays recognized by the state government of the State of Tennessee. Unless expressly stated otherwise, references to "days" in this Agreement shall mean Business Days.

(d) "Closing" shall mean the closing and consummation of the purchase and sale of the Property pursuant hereto.

(e) "Closing Date" shall mean the date that is within thirty (30) days after the end of the Due Diligence Period, or such later date as mutually agreed upon by Seller and Purchaser.

(f) "Deposit" shall mean the sum of One Hundred Thousand Dollars (\$100,000.00) to be held, invested, and distributed by the Escrow Agent pursuant to this Agreement.

(g) "Due Diligence Delivery Date" shall mean the date five (5) business days following the Effective Date for which the Seller shall deliver or make available copies of the Due Diligence Materials.

(h) "Due Diligence Period" shall mean the date commencing on the Due Diligence Delivery Date and ending sixty (60) calendar days after such date.

(i) "Environmental Laws" shall mean, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and other federal, state, county, municipal, and other local laws governing or related to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) "Hazardous Materials" shall mean "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including but not limited to, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(k) "Tenant" shall mean any individual, entity, or organization that, pursuant to a written or oral lease, license, or other occupancy agreement, has a legal right to occupy, use, or possess any portion of the Property as of the date of this Agreement or at any time prior to the Closing Date.

(l) "Title Insurance Company" shall mean the title insurance company, or its authorized agent, selected by Purchaser to issue a title insurance policy for the Property, insuring Purchaser's title to the Property subject to the terms, conditions, and exclusions set forth therein.

(m) "Service Contracts" means any service, maintenance, supply, leasing, brokerage, and listing and/or other contract relating to the Property.

ARTICLE II CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of the Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**");

(a) All that certain lots, pieces, or parcels of land located at 910 Ridgely Road in the City of Murfreesboro, County of Rutherford, and State of Tennessee, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All buildings and improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(d) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(e) All plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the Property's construction (collectively, the "**Plans and Surveys**");

(f) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(g) Any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property (collectively, the "**Assumed Permits and Licenses**"); and

(h) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the Property's sale ("**Assumed Warranties and Guaranties**").

Notwithstanding anything herein to the contrary, "Property" does not include any commercial fixtures or other property belonging to the Seller at the Property, or any item leased from third parties.

Section 2.02 Excluded Personal Property. Notwithstanding the foregoing, the sale of the Property contemplated by this Agreement shall not include any personal property.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is five million two hundred fifty thousand and 00/100 Dollars (\$5,250,000.00). The Purchase Price shall be payable as follows:

(a) Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of One Hundred Thousand Dollars (\$100,00.00) (the "Deposit") by Purchaser's certified check or official bank check, subject to collection, made payable to George White, White & Polk, P.C., as escrow agent ("Escrow Agent"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be paid to Seller and credited to the Purchase Price upon the Closing.

(b) The balance of the Purchase Price in the amount of five million one hundred fifty thousand and 00/100 Dollars (\$5,150,000.00) shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than five (5) business days prior to the Closing Date.

Section 3.02 Deposit in Case of Termination. At any time prior to February 11, 2025, Purchaser for any reason or no reason whatsoever, shall be entitled to terminate this Agreement and receive the return of the Deposit without the necessity of Seller consenting to the Escrow Agent's return of the Deposit to the Purchaser, in which case neither party shall have any obligation to the other, except for any obligations which expressly survive the termination or expiration of this Agreement. Notwithstanding any provisions of this Agreement to the contrary, on or after February 11, 2025, if Purchaser has not terminated this Agreement, fifty thousand dollars

(\$50,000.00) of the Deposit shall become non-refundable to Purchaser (except on account of a breach of this Agreement by Seller) but shall be credited toward the Purchase Price if this transaction proceeds to Closing.

ARTICLE IV

DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Within five (5) business days after the Effective Date (the "Due Diligence Delivery Date"), Seller shall, if not already made available to Purchaser, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or control: title commitment/policy, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information and utility letters, the Leases and all amendments, property management agreements, rent roll, copies of service contracts, certificates of occupancy, warranties and guaranties, commission agreements, and copies of all correspondence related to the Leases, other similar materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested by Purchaser (collectively, the "Due Diligence Materials"). The Due Diligence Delivery Date shall be extended by one day for each day Seller delays in making the Due Diligence Materials available to Purchaser. Purchaser acknowledges that upon delivery all Due Diligence Materials will become public records subject to disclosure upon request to the extent required by the Tennessee Public Records Act and other applicable law.

Section 4.02 Due Diligence Period. Purchaser shall have a period, commencing on the Effective Date through the date which is sixty (60) calendar days after the Due Diligence Delivery Date (the "Due Diligence Period"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "Inspections"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Escrow Agent shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly

survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by e-mail to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 4.02, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller and any effected Tenant at least two (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. To the extent permitted by Tennessee law, Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. In addition, to the extent allowable under Tennessee law, the City shall release and hold Seller harmless from any third-party claims arising from the City's inspection of the Property,

except to the extent such claims arise from Seller's negligent or greater conduct or are based on a theory of Seller's premises liability.

ARTICLE V CLOSING

Section 5.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place within thirty (30) days of the end of the Due Diligence Period (the "**Closing Date**") at the **INSERT OFFICE**, or at such other place to which the Parties may agree.

Section 5.02 Closing Extension. Purchaser shall be entitled to extend the Closing Date one time for up to sixty (60) calendar days, by delivering written notice to Seller at least two (2) business days prior to the scheduled Closing Date.

Section 5.03 Closing Contingencies. The Closing is contingent upon the following:

- (a) The Purchaser, in its sole discretion, being satisfied that the Seller can convey title to Property at the Closing that is satisfactory to the Purchaser;
- (b) The Purchaser, in its sole discretion, being satisfied that the Property is suitable for use by the Purchaser for its intended purpose; and
- (c) All representations of Seller being true and accurate at the time of the Closing.
- (d) The sale is subject to approval of the Murfreesboro City Schools Board of Education and Murfreesboro City Council.

Section 5.04 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

- (a) One (1) original general warranty deed (the "**Deed**") in substantially the form attached hereto as Exhibit C, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement. The Purchaser shall conduct a survey of the land during the Due Diligence Period and said survey's legal description shall be the description of the Land in the Deed.
- (b) Possession of the Property;
- (c) A bill of sale (the "**Bill of Sale**"), executed by Seller, conveying to Purchaser good and marketable title to the Included Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

(d) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(e) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date.

(f) An original title affidavit in a form reasonably acceptable to the Title Insurance Company.

(g) A written certificate stating that all representations and warranties contained in Section 6.01 and Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder, subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in Article VI and VII, respectively (the "**Bring Down Certificate**").

(h) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller.

(i) All keys, key cards, and access codes to any portion of the Property.

(j) An original assignment and assumption of contracts, warranties, permits, and licenses in substantially the form attached hereto as Exhibit D, executed by Seller and assigning to Purchaser all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(k) An original notice to each vendor under the Assumed Contracts, if required by the terms of such Assumed Contracts.

(l) Evidence of termination of all Service Contracts, except for the Assumed Contracts which Purchaser has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(m) Evidence of termination of any management agreement and payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller due thereunder.

(n) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control

(o) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

(p) Seller acknowledges that it has engaged Belt Family Realty (the "Broker") in connection with this transaction. Seller agrees to be solely responsible for all commissions, fees, or other compensation owed to the Broker as a result of this transaction. Purchaser shall have no obligation or liability to the Broker for any such payments.

Section 5.05 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.07 of this Agreement.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.03 of this Agreement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.06 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) Any state, county, or city transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement;

(ii) One-half of the costs charged by **INSERT OFFICE** including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

- (iii) One-half of Escrow Agent's fees;
 - (iv) Any transfer fees charged by the issuer of any letters of credit;
 - (v) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;
 - (vi) The cost of preparing and obtaining any other releases or other documents necessary for Seller to be able to provide good title; and
 - (vii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.
- (c) Purchaser shall pay:
- (i) The costs related to an ATLA survey and any other survey or survey update;
 - (ii) One-half of the costs charged by **INSERT OFFICE**, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;
 - (iii) One-half of Escrow Agent's fees;
 - (iv) The cost of preparing and recording the General Warranty Deed;
 - (v) Any other fees or costs related to Purchaser's due diligence reviews; and
 - (vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.
- (d) Other closing costs will be paid fifty percent (50%) by the Seller and fifty percent (50%) by the Buyer.

Section 5.07 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

- (a) All real estate taxes based on the fiscal year for which they are assessed and any assessments. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation; however, adjustment shall be made when the actual

tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of Tennessee.

Section 5.08 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.08 and Section 5.07 shall survive the Closing.

ARTICLE VI TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that any title insurance company authorized and licensed to do business in Tennessee (the "**Title Insurance Company**") would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the Exceptions as have been accepted in writing by the City.

Section 6.03 Title.

(a) Within five (5) business days of the Effective Date, Purchaser shall order: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) either an update of an existing ATLA survey or a new ATLA survey of the Property, prepared by a surveyor licensed in the State of Tennessee ("**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently.

(b) Purchaser shall deliver to Seller, and Seller's attorney, in writing (the "**Title Objection Notice**"), any objections to the exceptions to title set forth in the Title Commitment or Purchaser's Survey, other than the Permitted Exceptions (each a "Title Objection," and collectively, hereinafter the "**Title Objections**"), within fifteen calendar (15) days after Purchaser's receipt of the Title Commitment and Survey (or any subsequent update thereof). If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall use commercially reasonable efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the

full Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 6.04(a) to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "**Voluntary Liens**"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "**Monetary Liens**"; and, together with the Voluntary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 11.02(b) and Purchaser shall be entitled to such remedies as are set forth in Section 11.02(b).

(c) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents, warrants and discloses to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is domestic general partnership duly created and subject to and existing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) A list of all Leases affecting the Property on the date of this Agreement is attached to this Agreement as Exhibit B, true, correct, and complete copies of which have been delivered to Purchaser. Seller shall ensure that all current Leases affecting the Property are legally terminated and that all Tenants and occupants vacate the premises no later than February 28, 2025. Anything herein to the contrary notwithstanding, from and after the Effective Date, until this Agreement is terminated or the Closing occurs, Seller shall not enter into, amend, terminate, or grant waivers or concessions under any existing or future leases, contracts, permits and other agreements, to the extent that any obligations affected thereby would be binding on Purchaser after Closing, without Purchaser's prior written consent, which consent shall be in Purchaser's sole and absolute discretion.

(f) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(g) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Each of the Service Contracts can and, at Purchaser's option, shall be terminated by Seller on or before the Closing Date. To the best of Seller's knowledge and belief, Seller has performed all its obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(h) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(i) Seller has or shall deliver or make available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(j) Seller has not placed any, and to the best of Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous

Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(k) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate Purchaser's municipal charter, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the Murfreesboro City Council and Murfreesboro City Schools Board of Education. The individuals executing this

Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller shall deliver a bring down certificate reaffirming the accuracy and truthfulness of each of Seller's representations and warranties in Section 7.01 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Enter into any new Lease, submit or consider any proposal for a new Lease, or extend, amend, or modify any Lease without Purchaser's prior written consent.

(b) Enter into any new agreements with any brokers in connection with any prospective tenants for new leases from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property and the Improvements to be maintained in substantially the same condition as they existed on the Effective Date, consistent with Seller's normal course of business. Seller shall not undertake any new improvements, alterations, or demolition to the Property, except as required by this Agreement. Seller shall also ensure that all personal property, debris, and waste materials are removed from the Property prior to the Closing Date.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate all Service Contracts and property management agreements, except for those Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) which Purchaser elects (in its sole discretion) to assume (the "**Assumed Contracts**"), by written notice to Seller on or before the date that is thirty (30) days before the Closing Date. Notwithstanding the foregoing Seller shall terminate any leasing broker listing agreements for the Property effective as of the Closing.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by

Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking. If prior to the Closing Date any portion of the Property shall be taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("**Purchaser's Termination Notice**") within thirty (30) days from the date Purchaser receives written notice of any such taking. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

Section 9.03 Purchaser Indemnification. The Seller shall indemnify and hold harmless the City from claims that may arise from continuing business operations and other actions by the Seller that will occur following closing to possession.

SECTION X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

- (a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or
- (d) Email transmission provided that such transmission is completed no later than 4:00 p.m. Central Time on a Business Day and the original is also sent by personal

delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name:

Address:

Telephone:

Attention:

Email:

With a copy to:

Name:

Address:

Telephone:

Attention:

Email:

If to Purchaser:

Name: City of Murfreesboro

Address: 111 West Vine Street, Murfreesboro, TN 37130

Telephone: (615) 849-2629

Attention: Darren Gore, City Manager

Email: dgore@murfreesborotn.gov

With a copy to:

Name: City of Murfreesboro Legal Department

Address: 111 West Vine Street, Murfreesboro, TN 37130

Telephone: (615) 849-2662

Attention: Adam Tucker and Roman Hankins

Email: atucker@murfreesborotn.gov; rhankins@murfreesborotn.gov

If to Escrow Agent:

Name: White & Polk, P.C.

Address: 107 West College Street, Murfreesboro TN, 37130

Attention: George White

Email:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

**ARTICLE XI
VIOLATIONS AND REMEDIES**

Section 11.01 Violations. In the event that the Purchaser discovers conditions or circumstances during the course of its due diligence which are unacceptable to the Purchaser ("Objections"), the Purchaser shall promptly notify Seller in writing. If the Purchaser gives notice of an objection, and if Seller cannot or elects not to cure same, the Purchaser may, at its sole option, terminate this Contract and receive a refund of the Deposit within the Due Diligence Period.

Section 11.02 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "Purchaser Default"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default. Upon payment of the Deposit and any interest earned thereon to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a

"Seller Default"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (i) have the right to receive a return of the Deposit; and (ii) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "Purchaser's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property.

(c) Upon the release of the Deposit, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(b) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) business-day period

or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 12.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of

Tennessee; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 12.03 Indemnification of Escrow Agent. To the extent permitted by Tennessee law, Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's negligence or willful misconduct.

Section 12.04 Survival. This Article XII shall survive the Closing or the termination of this Agreement.

ARTICLE XIII BROKERS

Section 13.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Belt Family Realty (the "**Broker**"). Seller acknowledges that it has engaged the Broker in connection with this transaction. Seller agrees to be solely responsible for all commissions, fees, or other compensation owed to the Broker as a result of this transaction. Purchaser shall have no obligation or liability to the Broker for any such payments. To the extent permitted by Tennessee law, Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 13.02 Survival. The provisions of this Article XIII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 14.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 14.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day.

Section 14.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 14.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, provided that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. If an assignee assumes all Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement.

Section 14.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect,

invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 14.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Tennessee and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 14.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 14.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 14.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser. FURTHERMORE, THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNTIL IT HAS BEEN APPROVED BY THE MURFREESBORO CITY COUNCIL.

Section 14.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 14.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery

of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Central Time on such date, provided that such action must be completed by 4:00 p.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF MURFREESBORO, TENNESSEE

OSBORNE ENTERPRISES

By: _____
Name: Shane McFarland
Title: Mayor

By : _____
Name:
Title:

Attest:

Erin Tucker, City Recorder

Approved as to form:

Adam F. Tucker, City Attorney

ESCROW AGENT:
White & Polk, P.C.

By: _____
Name: George White

SCHEDULES AND EXHIBITS

EXHIBITS

<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Leases affecting the Property at Effective Date
<u>Exhibit C</u>	General Warranty Deed
<u>Exhibit D</u>	Assignments of Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Purchase of properties in Runway Protection Zone

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

Consider purchase of 1822 and 1830 Herald Lane which are located in the Airport's Runway Protection Zone (RPZ).

Staff Recommendation

Approve Capital Improvement Plan (CIP) Reallocation and authorize staff to purchase property at 1822 and 1830 Herald Lane for appraised value plus closing costs not to exceed \$764,000.

Background Information

The current Airport Layout Plan approved by the Federal Aviation Administration and Tennessee Department of Transportation - Aeronautics Division and adopted by the City in 2013 identifies several properties on the south end of the airport which are located within the Runway Protection Zone (RPZ); 1822 and 1830 Herald Lane are two of those properties. The City is required to take reasonable steps to clear the RPZ. Previously, the City agreed with the Division of Aeronautics to purchase the identified properties as the properties and funding become available. The property owners contacted the City regarding their desire to sell their property and the City proceeded to obtain appraisals and present the owner with an offer. Negotiations did occur with one landowner. City Staff agreed with the counteroffer which was considered fair and reasonable.

Council Priorities Served

Maintain public safety

For the maintenance of the safety of the pilots that use the airport and citizens around the Airport, the land within the Runway Protection Zone should be acquired by the City, cleared, and maintained as open space.

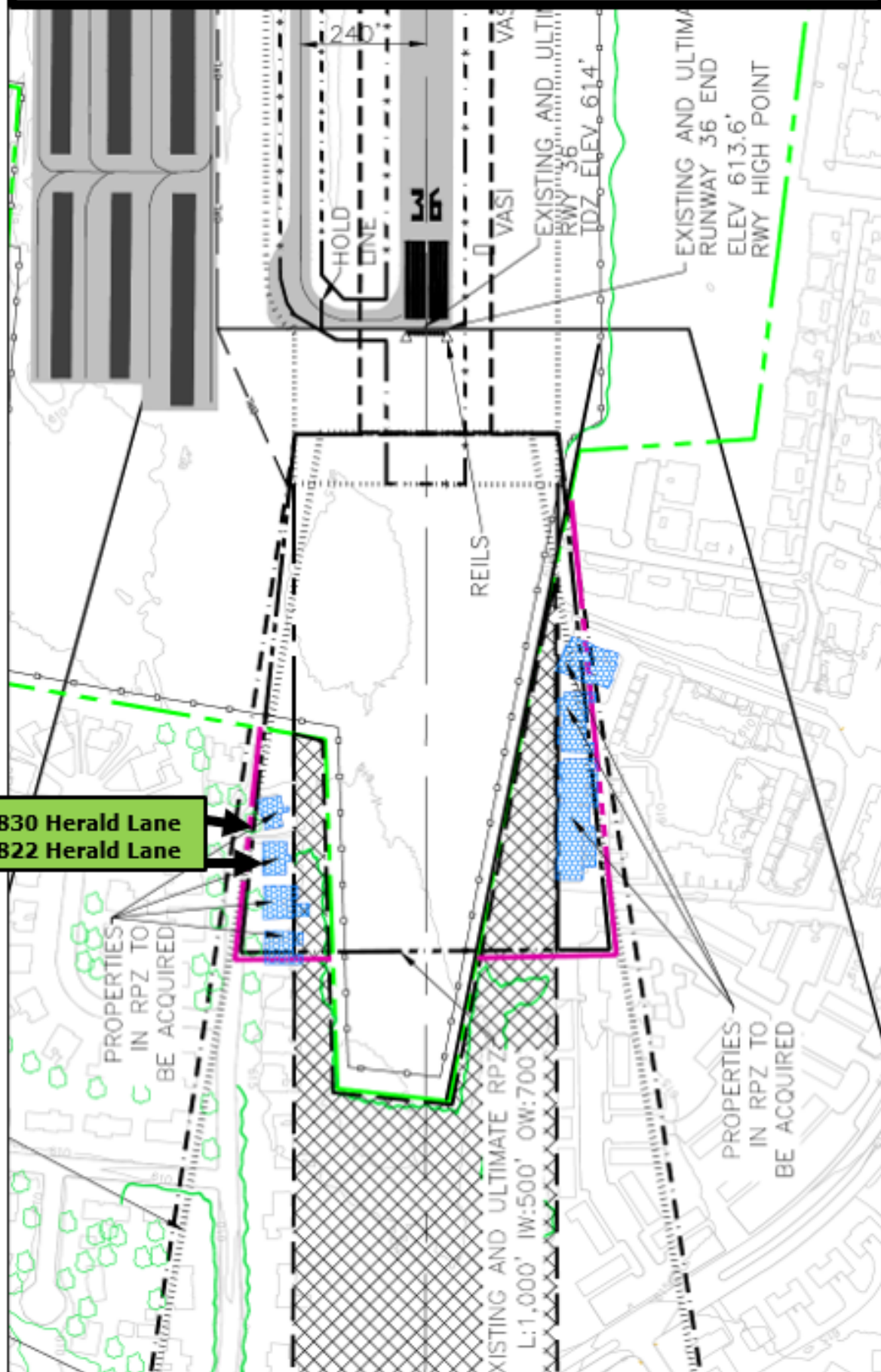
Fiscal Impact

The agreed upon appraised value of the properties and closing costs are estimated not to exceed \$764,000 which will be paid from the Airport Fund and CIP proceeds. A request for financial assistance for the purchase of these properties has been submitted to the State.

Attachments

1. Airport Layout Plan Ultimate Drawing
2. CIP Reallocation

Airport Layout Plan – Ultimate Drawing





... creating a better quality of life

CIP Funds Reallocation Request

Mr. Gore:

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

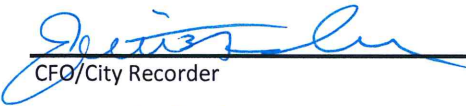
CIP Loan 2021 Bond

Transfer CIP funds from:

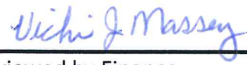
Transfer CIP funds to:

Greenway North Connector	\$ (244,811.08)	
Recreation Land Purchase	\$ (66,692.00)	
Patterson Imprv - Roof	\$ (386.90)	
Recreation Paving Imprv	\$ (50,000.00)	
West Park	\$ (3,596.71)	
Pavement Maint/Blastpad (Stopway)	\$ (135,668.75)	
Fuel Farm	\$ (258,843.99)	Airport Land \$ 759,999.43
TOTAL TRANSFER	\$ (759,999.43)	TOTAL TRANSFER \$ 759,999.43

Explanation: It is requested that \$755,999.43 be reallocated from the projects listed above to Airport Lad
for the purchase of two properties in the Runway Protection Zone.


CFO/City Recorder

12-12-24
Date


Reviewed by Finance

12-12-24
Date

Approved ☒


City Manager

Declined ☐

12/12/24
Date

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

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Fitness Grant Purchases

Department: Fire Department

Presented by: Chief Mark McCluskey

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 purchase of fitness equipment and approve contracts for therapy and nutrition programs.

Staff Recommendation

Approve Direct Fitness Solutions contract, Volunteer Physical Therapy + Performance contract and fueled contract.

Background Information

MFRD was awarded \$357,637 in Federal Funding through an Assistance to Firefighters Grant (AFG) allowing the department to develop a health and wellness program. This program includes purchasing exercise equipment for 11 fire stations and implementing a rehab/therapy program and a nutrition program. Council approved acceptance of this grant on July 25, 2024.

A Request for Competitive Sealed Proposals (RFCSP) was issued on October 15th to obtain exercise equipment that will fit the department's needs for the best price. After a panel review, Direct Fitness Solutions was chosen. The department would like to purchase the fitness equipment in the amount of \$260,480.

The department would like to implement a rehab/therapy program with Volunteer Physical Therapy + Performance in the amount of \$84,760. This program will provide screenings, educational workshops and one-on-one clinical visits with a licensed clinician. The nutrition program with fueled in the amount of \$25,000 will consist of nutrition workshops, wellness challenges and nutrition consultations with certified coaches.

Council Priorities Served

Responsible Budgeting

By utilizing an RFCSP, the department is purchasing durable exercise equipment at the best cost using specifications that will best benefit the department.

Fiscal Impact

The expense, or \$370,240, will be funded through an Assistance to Firefighters Grant (AFG).

Attachments

1. Direct Fitness Solutions Contract
2. Volunteer Physical Therapy + Performance Contract
3. fuelED Contract

Agreement for Fitness Equipment for 11 Murfreesboro Fire Rescue Department Stations

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Direct Fitness Solutions of Illinois, L.L.C.**, a limited liability company of the State of Illinois ("Contractor").

This Agreement consists of the following documents:

- This document
- RFCSP-14-2025 – Fitness Equipment for Fire Stations, issued (the "Solicitation");
- Contractor's Proposal, dated October 24, 2024 ("Contractor's Proposal");
- Contractor's Price Proposal, revised November 27, 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
- Lastly, Contractor's Proposal dated October 24, 2024, and Contractor's Price Proposal dated November 27, 2024.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in Contractor's Proposal and Price Proposal for Fitness Equipment for Eleven (11) MFRD Fire Stations.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of installation. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, installation equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards

for similar services. The Contractor will at all times maintain good discipline and order at the site.

3. The Goods identified in the Contractor's Proposal will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. Per Contractor's Proposal, Contractor provides the following warranty on all products sold:
 - a. Structural welds and frames on all equipment will have a lifetime warranty
 - b. All parts and labor on equipment will have a five-year warranty
 - c. Bars will have a lifetime warranty
5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
6. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
7. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming

Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

f. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

g. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - h. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - i. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - j. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - k. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term.** The term of this Agreement shall be from the Effective Date until February 28, 2025. Contractor's services may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

3. Price; Compensation; Method of Payment.

- a. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's proposal submitted in response to RFCSP-14-2025-Fitness Equipment for Fire Stations which reflects a **total price of \$260,480.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, installed and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by the Murfreesboro Fire Rescue Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to:
accountspayable@murfreesborotn.gov.

- b. Deliveries of all items shall be made within 4 weeks of issuance of purchase order to the addresses listed below. Delivery Contact: Andy Smithson (tel: 615-893-1422, email: asmithson@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.

c. Delivery Addresses:

Station 1- 202 E. Vine Street, Murfreesboro, TN 37130
 Station 2- 2880 Runnymede Drive, Murfreesboro, TN 37127
 Station 3- 1511 Mercury Boulevard, Murfreesboro, TN 37130
 Station 4- 1321 Medical Center Parkway, Murfreesboro, TN 37129
 Station 5- 3006 Florence Road, Murfreesboro, TN 37129
 Station 6- 2302 Memorial Boulevard, Murfreesboro, TN 37129
 Station 7- 2715 N. Thompson Lane, Murfreesboro, TN 37129
 Station 8- 1730 E Northfield Boulevard, Murfreesboro, TN 37130
 Station 9- 802 Cason Lane, Murfreesboro, TN 37128
 Station 10- 2563 Veterans Parkway, Murfreesboro, TN 37128
 Station 11- 3924 Blaze Drive, Murfreesboro, TN 37129

- 4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or

intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 7. **Domestic Preference for Procurement.** Contractor must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 8. **Procurement of Recovered Materials.** City and Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 9. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** City and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal Emergency Management Agency (FEMA) and the Regional Office of the Environmental Protection Agency (EPA).

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor must certify to the City that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
11. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	Direct Fitness Solutions Attn: Jeff Wilson, Regional Sales Manager 281 Periwinkle Way Dunlap, TN 37327 jwilson@directfitnesssolutions.com
12. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
14. **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.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement,

Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
25. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
26. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
27. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE DIRECT FITNESS SOLUTIONS, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: 
Jeff Wilson, Regional Sales Manager

Approved as to form:
Signed by:


Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.


SOLUTIONS

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544

Date: 11/27/2024

Expires: 12/27/2024

Customer Information
Sold To:

City of Murfreesboro
Finance Department PO Box
1139
Murfreesboro, Tennessee 37133

Ship To:

City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

Direct Fitness Sales Team:

Jeff Wilson- Regional Sales Manager
Ph: (270) 401-7616
Fax: (847) 278-4588
jwilson@directfitnesssolutions.com

Billing Point of Contact:

Cathy Smith
Ph: (629) 201-6311
purchasing@murfreesborotn.gov

Delivery Point of Contact:

Cathy Smith
Ph:(615) 893-5210
purchasing@murfreesborotn.gov

Maureen Dascanio- Inside Sales
Ph: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

ACCESS

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	BS GWS100	BODY SOLID Weight Sled		\$ 424.00	\$ 295.00	\$ 3,245.00
11.00	TAG ATT-LAT48	TAG FITNESS 48 in Lat Bar with Urethane Grips		\$ 80.00	\$ 60.00	\$ 660.00
11.00	TAG ATT-STRAIGHT17	TAG FITNESS 17 in Revolving Straight Handle Bar with Urethane Grips		\$ 48.00	\$ 40.00	\$ 440.00
11.00	TAG ATT-ROW/TRIANGLE	TAG FITNESS Seated Row/Chinning Chrome with Urethane Grips		\$ 50.00	\$ 40.00	\$ 440.00
11.00	TAG ACC-OSC	TAG FITNESS Standard Wire 2" Spring Collar w/soft plastic handle (pair)		\$ 12.50	\$ 10.00	\$ 110.00
11.00	BS BSTBPAD	BODY SOLID Premium Bar Pad		\$ 21.95	\$ 15.00	\$ 165.00
11.00	TAG XERTONE-SET	TAG FITNESS XERTONE Complete Set - One Toning Tube of each resistance level		\$ 74.50	\$ 60.00	\$ 660.00
11.00	TAG ACC-ROPE-1.5/50	TAG FITNESS 50 ft 1-1/2 in Black PolyDacron Battle Rope w/ Heat Shrink Grips		\$ 220.00	\$ 125.00	\$ 1,375.00

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	AS-AssaultRunner Pro	Assault AirRunner Pro Treadmill		\$ 2,999.00	\$ 2,895.00	\$ 31,845.00


SOLUTIONS

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Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544

Date: 11/27/2024

Expires: 12/27/2024

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	ASSAULT PROX	Assault ProX Bike		\$ 899.00	\$ 675.00	\$ 7,425.00
11.00	AS-AirRowerElite	Assault Air Rower Elite		\$ 1,499.00	\$ 950.00	\$ 10,450.00

STRENGTH

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	TAG HEX 5-50 SET	TAG FITNESS 5-50 lb Rubber HEX Dumbbell Set (10 Pair)		\$ 1,320.00	\$ 795.00	\$ 8,745.00
11.00	TAG HEX 55-100 SET	TAG FITNESS 55-100 lb Rubber HEX Dumbbell Set (10 Pair)		\$ 3,720.00	\$ 2,650.00	\$ 29,150.00
11.00	TAG COMPKETL-8	TAG FITNESS 8KG / 17.6LB Competition Kettle Bell		\$ 58.00	\$ 35.00	\$ 385.00
11.00	TAG COMPKETL-16	TAG FITNESS 16KG / 35.2LB Competition Kettle Bell		\$ 118.00	\$ 65.00	\$ 715.00
11.00	TAG KETL-20	TAG Fitness 20KG / 44LB Powder Coated Kettle Bell		\$ 110.00	\$ 70.00	\$ 770.00
44.00	TAG RBR-45	TAG FITNESS 45 lb Rubber Olympic Plate		\$ 116.10	\$ 100.00	\$ 4,400.00
44.00	TAG RBR-25	TAG FITNESS 25 lb Rubber Olympic Plate		\$ 64.50	\$ 50.00	\$ 2,200.00
22.00	TAG RBR-2.5	TAG FITNESS 2.5 lb Rubber Olympic Plate		\$ 6.45	\$ 5.00	\$ 110.00
44.00	TAG RBR-10	TAG FITNESS 10 lb Rubber Olympic Plate		\$ 25.80	\$ 20.00	\$ 880.00
44.00	TAG RBR-5	TAG FITNESS 5 lb Rubber Olympic Plate		\$ 12.90	\$ 10.00	\$ 440.00
44.00	TAG OBP-10	TAG FITNESS Black Olympic Bumper Plate 10lb		\$ 41.00	\$ 45.00	\$ 1,980.00
44.00	TAG OBP-25	TAG FITNESS Black Olympic Bumper Plate 25lb		\$ 58.00	\$ 55.00	\$ 2,420.00
44.00	TAG OBP-45	TAG FITNESS Black Olympic Bumper Plate 45lb		\$ 104.00	\$ 80.00	\$ 3,520.00
44.00	TAG OBP-35	TAG FITNESS Black Olympic Bumper Plate 35lb		\$ 80.00	\$ 70.00	\$ 3,080.00
22.00	TAG BAR-PWR2000	TAG FITNESS TAG Power Bar Stainless Steel - No Center Knurling USA - 2000 PSI Tensile Strength (Replaces BAR-PWR)		\$ 658.00	\$ 395.00	\$ 8,690.00
11.00	TAG BAR-Mega Hex	TAG FITNESS Hex 1200lb Test Bar w/Raised Handles 65"Lx26"Wx4"H -		\$ 398.00	\$ 295.00	\$ 3,245.00


SOLUTIONS

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
 Date: 11/27/2024
 Expires: 12/27/2024

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
		12.75" Sleeve Length				
11.00	TAG BNCH-FID-B	TAG FITNESS Flat/Incline/Decline Dumbbell Bench - Black		\$ 598.00	\$ 495.00	\$ 5,445.00
11.00	TAG MEDBL-30	TAG FITNESS 30 lb Deluxe Medicine Ball		\$ 138.00	\$ 60.00	\$ 660.00
11.00	TAG MEDBL-20	TAG FITNESS 20 lb Deluxe Medicine Ball		\$ 96.00	\$ 45.00	\$ 495.00
11.00	TAG MEDBL-10	TAG FITNESS 10 lb Deluxe Medicine Ball		\$ 60.00	\$ 30.00	\$ 330.00

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	NON-STOCK	Non-Stock	Rogue the monster cave	\$ 0.00	\$ 8,995.00	\$ 98,945.00
11.00	NON-STOCK	Non-Stock	Rogue 80lb sandbag	\$ 0.00	\$ 125.00	\$ 1,375.00
11.00	NON-STOCK	Non-Stock	Rogue 5" nylon medium, large and XL weight belts	\$ 0.00	\$ 70.00	\$ 770.00
11.00	NON-STOCK	Non-Stock	Rogue Echo resistance bands 40, 65, 95lbs	\$ 0.00	\$ 75.00	\$ 825.00
11.00	NON-STOCK	Non-Stock	Rogue Echo weight vest 45lbs	\$ 0.00	\$ 265.00	\$ 2,915.00
11.00	NON-STOCK	Non-Stock	Rogue nylon tricep strap	\$ 0.00	\$ 35.00	\$ 385.00
11.00	NON-STOCK	Non-Stock	SPRI ab mat	\$ 0.00	\$ 20.00	\$ 220.00
22.00	NON-STOCK	Non-Stock	Rogue universal storage system 2.0 rolling DB/KB 3 tier racks	\$ 0.00	\$ 845.00	\$ 18,590.00
11.00	NON-STOCK	Non-Stock	Rogue wood plyo box 18' and 20'	\$ 0.00	\$ 180.00	\$ 1,980.00

SubTotal	\$ 260,480.00
Estimated Tax	
Grand Total	\$ 260,480.00

Notes



600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 11/27/2024
Expires: 12/27/2024

Pricing includes delivery, assembly and installation of one of each of all listed line item products to a designated area inside of 11 Murfreesboro fire stations



SOLUTIONS

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 11/27/2024
Expires: 12/27/2024

Terms & Conditions

PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

ESTIMATED DELIVERY DATE:

Due to fluctuating supply chains, please check with your Regional Sales Manager to confirm a realistic lead time for your order.

DISCLAIMER:

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a C-Safe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

GC or Owner is responsible for the following: • Dumpster for all garbage. • HVAC system up and running prior and during installation with a room temperature of 70 degrees. • Moisture Test done on concrete slab. RH Test; must be at or below 85% RH or Stauf adhesive must be used • Levelness of concrete slab checked for high/low spots, control joints, expansion joints, no paint overspray on concrete slab, etc. • Any major prep work:(grinding, self-leveling, etc.) • All original lighting on during installation of rubber floor. No temporary lighting. • All Doors and electrical outlets that are in the ground need to be removed prior to removal of old flooring and placed back once the new floor is installed; Any doors that swing into room or electrical outlets that are recessed must be properly installed to account for flooring thickness • GC or Owner is responsible for protecting and washing the new installed sports rubber flooring.

One year installation Warranty.

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms:

Account Name: City of Murfreesboro

Print Name: _____

Signature: _____

Title: _____

Date: _____

Company Name: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____



600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
 Date: 11/27/2024
 Expires: 12/27/2024

Email or Fax Signed Proposal To:

Maureen Dascanio

Inside Sales

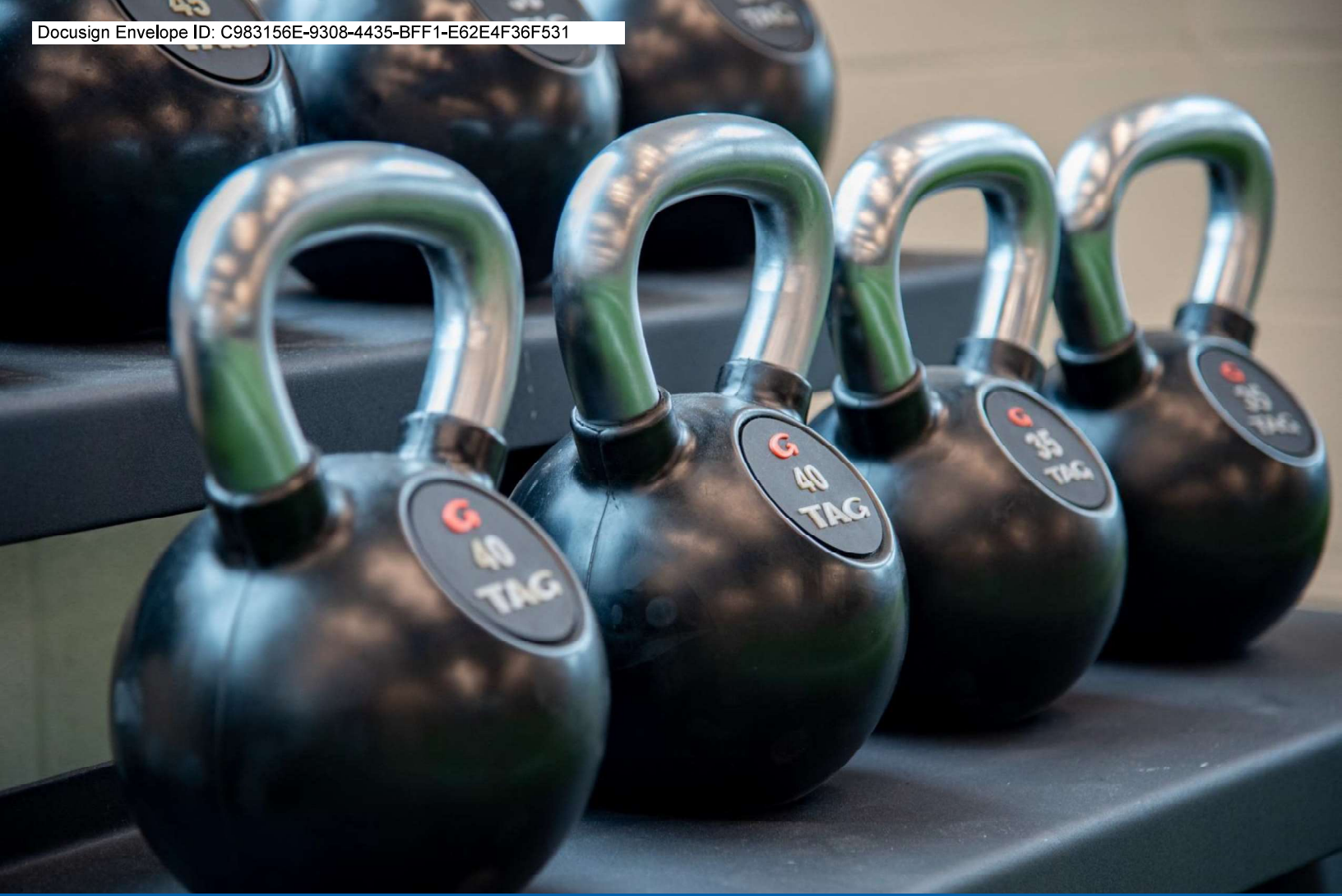
Phone: (847) 680-9300

Fax: (847) 278-4588

salesorders@directfitnesssolutions.com

***Please include all applicable purchasing documents. If tax exempt please include exemption certificate.*

Delivery Information	
Requested Delivery Date: 12/30/2024	Payment Type:
Hours Available to Accept Delivery: 9-5	Purchase Order #:
Ship Via: Inside Delivery	Site Survey Date:
Ship Via Other:	Floor Plan Included:
Delivery Point of Contact Name: Cathy Smith	Dimensions of Access Ways:
Delivery Point of Contact Phone: (615) 893-5210	Stairs:
Delivery Point of Contact Email: purchasing@murfreesborotn.gov	Elevator:
Multiple Delivery Locations:	Color of Upholstery: black
Locations:	Color of Frames: black
Possible Delays in Delivery Time?	Trade-In's?
Delay Reasons:	Third Party Involved?
	Third Party Purchase Order #:



CITY OF MURFREESBORO

Request for Competitive Sealed Proposals (RFCSP)
for Fitness Equipment for Fire Stations

RFCSP-14-25

October 24, 2024



JEFF WILSON

Direct Fitness Solutions TN, KY, OH Account Manager

JWilson@DirectFitnessSolutions.com

(270) 401-7616



Direct Fitness Solutions
600 Tower Road, Mundelein, IL 60060



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2. Qualifications – Pages 5-11 (*Equipment Spec Sheets located in the Appendix*)
3. Experience – Pages 12 & 13
4. References – Page 14
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6. City's Responsibilities – Page 16
7. Proposer's Responsibilities – Page 17



PROPOSER PROFILE

The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.

Direct Fitness Solutions (DFS) was founded in the Chicago area as a commercial fitness equipment sales and service provider in 1998 by seasoned fitness veterans Tim Green and Tim Brennan. Within a few years, the company was expanding beyond its Illinois origins to the neighboring states of Wisconsin, Indiana, Michigan, Kentucky, Tennessee and Ohio. Not only is DFS now considered the largest distributor and service provider for commercial fitness equipment in the Midwest region of the country, but also considered one of the top four commercial fitness equipment dealers in the US.

DFS was built on the core belief that the company's success would be measured by the success of its customers. Our founders developed a simple, yet effective, strategy that began with listening. The better they understood a customer's needs, the better they would be able to meet those needs.

"Our approach has been confirmed with years of tremendous customer loyalty. We are grateful for their unwavering support and are even more motivated to continue to enhance our customers' fitness and service experience." - Tim Green, President

DFS prides itself on being a very diverse company with 55% of its 70 employees being female or minority. The majority of our employees have been with the company for at least 20 years. DFS employs multiple direct sales and service staff located in each state/territory from Wisconsin down to Tennessee. They have a seven truck delivery fleet, each truck consisting of a professionally trained and certified four-man team. Our delivery crews have often been noted by customers and even competitors as the best delivery crews they have seen. DFS also utilizes third party delivery and service providers in each state on an as needed basis. DFS' corporate office consists of a full complement of accounting, sales, marketing, service, logistics and warehouse staff.

Key individuals for DFS sales in Tennessee are regional sales manager Jeff Wilson and regional sales and inside sales associate, Kristin Sauer. Jeff is based between Nashville and Chattanooga and Kristin is based in Nashville. Jeff has over 26 years of experience covering large customer accounts for the fitness companies he has worked for (Stairmaster, Nautilus, Dane Burks & Co and Direct Fitness Solutions). He has worked with the majority of major YMCA associations and major universities as well as numerous local municipalities in the Midwest and southeast regions of the country along with state facilities in Tennessee, Ohio and Kentucky.



PROPOSER PROFILE (CONTINUED)

The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.

Below, please find information pertaining to Fitness Direct Service Group and Fitness Delivery Group. Direct Fitness Solutions will partner with these companies for some equipment service and delivery, as detailed below.

Fitness Direct Service Group is a locally based company that has serviced the surrounding Nashville area for over 15 years. Their quick response and dedicated team makes them the top service provider for our area. VIP clients Include: Vanderbilt, Golds Gym, City of Murfreesboro, and Metro Nashville. All of Fitness Direct Service Group technicians have been trained and certified by their supporting manufacturers: Precor, Life Fitness, True, Core, Hoist, Matrix, Vision, Etc. They warranty all work performed by their staff. If the initial repair is not successful and a follow up visit is required for the same issue, the customer is never charged for the return visit. Their response time is generally 24-48 hrs. from the call. Fitness Direct Service Group strives to provide their customers with speedy service, but most of all quality service!

Jon Schmidt, owner will either be your point of contact or you can send any service requests/questions directly to your DFS sales rep contact, Jeff Wilson.

Fitness Delivery Group, will assist with smaller local deliveries. Brian Anderson, the owner of Fitness Delivery Group has been delivering fitness equipment, residentially and commercially for 33 years. Fitness Delivery Group delivers all over Tennessee, Alabama and Kentucky. They have a manned warehouse in Lebanon, TN and have been working with DFS for 11 years. All shipments are received at their warehouse, organized and stored until the desired delivery date. They are a professional company making sure that when they deliver equipment it is correctly installed and in excellent working order. They take great pride in their timeliness and strong work ethic. All trash is removed and area cleaned when they leave. They care about their customer's needs and work with them to have the smoothest delivery possible.



QUALIFICATIONS

Proposer's qualifications to provide the equipment requested that will also address the evaluative criteria.

Functional Area	% of Assessment
Delivery of equipment by January 1, 2025	30%
Ability to fulfill required equipment specifications	25%
Pricing	25%
Warranty	20%
Total	100%

Direct Fitness Solutions will deliver purchased equipment prior to January 1, 2025.

Direct Fitness Solutions has quoted equipment that fulfill the required equipment specifications. Equipment spec sheets are included in an Appendix, following our bid packet information.

Direct Fitness Solutions pricing is listed on the equipment quote, following this page.

Direct Fitness Solutions would provide the following warranty on all products sold: Structural welds and frames on all equipment will have a lifetime warranty. All parts and labor on equipment will have a five-year warranty. Bars will have a lifetime warranty.



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



600 Tower Road , Mundelein , IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 10/24/2024
Expires: 11/23/2024

Customer Information

Sold To:

City of Murfreesboro
Finance Department PO Box
1139
Murfreesboro, Tennessee 37133

Ship To:

City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

Direct Fitness Sales Team:

Jeff Wilson- Regional Sales Manager
Ph: (270) 401-7616
Fax: (847) 278-4588
jwilson@directfitnesssolutions.com

Billing Point of Contact:

Cathy Smith
Ph: (629) 201-6311
purchasing@murfreesborotn.gov

Delivery Point of Contact:

Cathy Smith
Ph:(615) 893-5210
purchasing@murfreesborotn.gov

Maureen Dascanio- Inside Sales
Ph: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

ACCESS

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	BS GWS100	BODY SOLID Weight Sled		\$ 424.00	\$ 295.00	\$ 3,245.00
11.00	TAG ATT-LAT48	TAG FITNESS 48 in Lat Bar with Urethane Grips		\$ 80.00	\$ 60.00	\$ 660.00
11.00	TAG ATT-TRICEP	TAG FITNESS Triceps Extension Bar with Urethane Grips		\$ 46.00	\$ 40.00	\$ 440.00
11.00	TAG ATT-STRAIGHT17	TAG FITNESS 17 in Revolving Straight Handle Bar with Urethane Grips		\$ 48.00	\$ 40.00	\$ 440.00
11.00	BS BSTBPAD	BODY SOLID Premium Bar Pad		\$ 21.95	\$ 15.00	\$ 165.00
11.00	TAG ACC-OSC	TAG FITNESS Standard Wire 2" Spring Collar w/soft plastic handle (pair)		\$ 12.50	\$ 10.00	\$ 110.00
11.00	TAG XERTONE-SET	TAG FITNESS XERTONE Complete Set - One Toning Tube of each resistance level		\$ 74.50	\$ 60.00	\$ 660.00
11.00	TAG ACC-ROPE-1.5/50	TAG FITNESS 50 ft 1-1/2 in Black PolyDacron Battle Rope w/ Heat Shrink Grips		\$ 220.00	\$ 125.00	\$ 1,375.00

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	AS-AssaultRunner Pro	Assault AirRunner Pro Treadmill		\$ 2,999.00	\$ 2,895.00	\$ 31,845.00
11.00	AS-AssaultB	Assault Classic Bike		\$ 699.00	\$ 675.00	\$ 7,425.00



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 10/24/2024
Expires: 11/23/2024

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	AS-AirRower	Assault Rower		\$ 1,499.00	\$ 950.00	\$ 10,450.00

STRENGTH

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	TAG HEX 55-100 SET	TAG FITNESS 55-100 lb Rubber HEX Dumbbell Set (10 Pair)		\$ 3,720.00	\$ 2,650.00	\$ 29,150.00
11.00	TAG HEX 5-50 SET	TAG FITNESS 5-50 lb Rubber HEX Dumbbell Set (10 Pair)		\$ 1,320.00	\$ 795.00	\$ 8,745.00
11.00	TAG COMPKETL-8	TAG FITNESS 8KG / 17.6LB Competition Kettle Bell		\$ 58.00	\$ 35.00	\$ 385.00
11.00	TAG KETL-20	TAG Fitness 20KG / 44LB Powder Coated Kettle Bell		\$ 110.00	\$ 70.00	\$ 770.00
11.00	TAG COMPKETL-16	TAG FITNESS 16KG / 35.2LB Competition Kettle Bell		\$ 118.00	\$ 65.00	\$ 715.00
44.00	TAG RBR-45	TAG FITNESS 45 lb Rubber Olympic Plate		\$ 116.10	\$ 100.00	\$ 4,400.00
44.00	TAG RBR-25	TAG FITNESS 25 lb Rubber Olympic Plate		\$ 64.50	\$ 50.00	\$ 2,200.00
22.00	TAG RBR-2.5	TAG FITNESS 2.5 lb Rubber Olympic Plate		\$ 6.45	\$ 5.00	\$ 110.00
44.00	TAG RBR-5	TAG FITNESS 5 lb Rubber Olympic Plate		\$ 12.90	\$ 10.00	\$ 440.00
44.00	TAG RBR-10	TAG FITNESS 10 lb Rubber Olympic Plate		\$ 25.80	\$ 20.00	\$ 880.00
44.00	TAG OBP-25	TAG FITNESS Black Olympic Bumper Plate 25lb		\$ 58.00	\$ 55.00	\$ 2,420.00
44.00	TAG OBP-45	TAG FITNESS Black Olympic Bumper Plate 45lb		\$ 104.00	\$ 80.00	\$ 3,520.00
44.00	TAG OBP-10	TAG FITNESS Black Olympic Bumper Plate 10lb		\$ 41.00	\$ 45.00	\$ 1,980.00
44.00	TAG OBP-35	TAG FITNESS Black Olympic Bumper Plate 35lb		\$ 80.00	\$ 70.00	\$ 3,080.00
11.00	TAG BAR-PWR2000	TAG FITNESS TAG Power Bar Stainless Steel - No Center Knurling, USA - 2000 PSI Tensile Strength (Replaces BAR-PWR)		\$ 658.00	\$ 395.00	\$ 4,345.00
11.00	TAG BAR-Mega Hex	TAG FITNESS Hex 1200lb Test Bar w/Raised Handles 65"Lx26"Wx4"H - 12.75" Sleeve Length		\$ 398.00	\$ 295.00	\$ 3,245.00



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



SOLUTIONS

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 10/24/2024
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Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	TAG BNCH-FID-B	TAG FITNESS Flat/Incline/Decline Dumbbell Bench - Black		\$ 598.00	\$ 495.00	\$ 5,445.00
11.00	TAG TTSLAM-30	TAG FITNESS 30lb Tire Tread Slam Ball		\$ 72.00	\$ 60.00	\$ 660.00
11.00	TAG TTSLAM-10	TAG FITNESS 10lb Tire Tread Slam Ball		\$ 35.00	\$ 30.00	\$ 330.00
11.00	TAG TTSLAM-20	TAG FITNESS 20lb Tire Tread Slam Ball		\$ 54.00	\$ 45.00	\$ 495.00

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
11.00	NON-STOCK	Non-Stock	Rogue nylon tricep strap	\$ 0.00	\$ 35.00	\$ 385.00
11.00	NON-STOCK	Non-Stock	Rogue 5" nylon medium, large and XL weight belts	\$ 0.00	\$ 70.00	\$ 770.00
11.00	NON-STOCK	Non-Stock	SPRI ab mat	\$ 0.00	\$ 20.00	\$ 220.00
11.00	NON-STOCK	Non-Stock	Rogue 80lb sandbag	\$ 0.00	\$ 125.00	\$ 1,375.00
11.00	NON-STOCK	Non-Stock	Rogue wood plyo box 18" and 20"	\$ 0.00	\$ 180.00	\$ 1,980.00
22.00	NON-STOCK	Non-Stock	Rogue universal storage system 2.0 rolling DB/KB 3 tier racks	\$ 0.00	\$ 845.00	\$ 18,590.00
11.00	NON-STOCK	Non-Stock	Rogue the monster cave	\$ 0.00	\$ 8,995.00	\$ 98,945.00
11.00	NON-STOCK	Non-Stock	Rogue Echo resistance bands 40, 65, 95lbs	\$ 0.00	\$ 75.00	\$ 825.00
11.00	NON-STOCK	Non-Stock	Rogue Echo weight vest 45lbs	\$ 0.00	\$ 265.00	\$ 2,915.00

SubTotal	\$ 256,135.00
Estimated Tax	
Grand Total	\$ 256,135.00

Notes



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



SOLUTIONS

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-638-2819

SALES PROPOSAL

Quote: 00052544

Date: 10/24/2024

Expires: 11/23/2024

Pricing includes delivery, assembly and installation of one of each of all listed line item products to a designated area inside of 11 Murfreesboro fire stations



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
Date: 10/24/2024
Expires: 11/23/2024

Terms & Conditions

PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

ESTIMATED DELIVERY DATE:

Due to fluctuating supply chains, please check with your Regional Sales Manager to confirm a realistic lead time for your order.

DISCLAIMER:

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a C-Safe port for power or 110 VAC outlet per piece. Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

GC or Owner is responsible for the following: • Dumpster for all garbage. • HVAC system up and running prior and during installation with a room temperature of 70 degrees. • Moisture Test done on concrete slab. RH Test: must be at or below 85%. RH or Stauff adhesive must be used • Levelness of concrete slab checked for high/low spots, control joints, expansion joints, no paint overspray on concrete slab, etc. • Any major prep work (grinding, self-leveling, etc.) • All original lighting on during installation of rubber floor. No temporary lighting. • All Doors and electrical outlets that are in the ground need to be removed prior to removal of old flooring and placed back once the new floor is installed. Any doors that swing into room or electrical outlets that are recessed must be properly installed to account for flooring thickness • GC or Owner is responsible for protecting and washing the new installed sports rubber flooring.

One year installation Warranty.

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms:

Account Name:	City of Murfreesboro	Company Name:	Direct Fitness Solutions
Print Name:		Print Name:	Jeff Wilson
Signature:		Signature:	
Title:		Title:	Regional Sales Manager
Date:		Date:	10/29/2024



SOLUTIONS

QUALIFICATIONS – EQUIPMENT QUOTE



600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00052544
 Date: 10/24/2024
 Expires: 11/23/2024

Email or Fax Signed Proposal To:

Maureen Dascanio
 Inside Sales
 Phone: (847) 680-9300
 Fax: (847) 278-4588
 salesorders@directfitnesssolutions.com

***Please include all applicable purchasing documents, if tax exempt please include exemption certificate.*

Delivery Information	
Requested Delivery Date: 11/25/2024	Payment Type:
Hours Available to Accept Delivery: 9-5	Purchase Order #:
Ship Via: Inside Delivery	Site Survey Date:
Ship Via Other:	Floor Plan Included:
Delivery Point of Contact Name: Cathy Smith	Dimensions of Access Ways:
Delivery Point of Contact Phone: (615) 893-5210	Stairs:
Delivery Point of Contact Email: purchasing@murfreesborotn.gov	Elevator:
Multiple Delivery Locations:	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time?	Trade-In's?
Delay Reasons:	Third Party Involved?
	Third Party Purchase Order #:



EXPERIENCE

Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects or suits regarding the products.

DFS has provided fitness sales and service to numerous accounts similar to the type and size of City of Murfreesboro. Below is a list of larger volume sales that were awarded and supplied by providing the best equipment and the best service for the best price.

All of these sales were initially established by a strong relationship that was developed between the specific DFS regional sales manager and these facilities through professional and thoughtful interaction, hard work, quick and thorough response to the customers' needs, an honest and dedicated business approach and providing quality fitness products that not only met but exceeded their specific needs.

Tennessee References

City of Nashville (5 year contract 2019-current, \$1.8 million in sales) Brad Wall/Ava Elsaghir/ Stevon Nellums/Eric Bauder/Heath Kane/Jay Servais
 City of Germantown (bid 2014, Sourcewell contract 2017-2023, \$2.8 million in sales) Amy Larusso
 City of Memphis (6 year contract 2022-28, \$620k in sales, \$1.2 million additional budgeted) Cornell Anderson
 City of Sevierville (\$350k in sales since 2023) Vickie Pinion
 City of Chattanooga (\$100k in sales since 2022, \$250k budgeted for 2024-25) Tyler Wacławski/Kathy Mead Fronheiser
 Williamson County (\$450k in sales since 2017) Sheri Angier/Terrence Fizer
 City of Murfreesboro (\$60k in sales since 2020) Chad Hill/Allison Davidson
 Vanderbilt University (\$420k in sales since 2018) Mary Wolk
 University of Tennessee (\$300k in sales since 2018) Suzanne Epperson/Jenn Carroll
 University of Memphis (\$380k in sales since 2018) Katie Gerstenmeier

Kentucky References

City of Bowling Green (\$50k in sales since 2018) Frank Lamanna/Kris Mitchell
 Western Kentucky University (\$350k in sales since 2018) Alissa Arnold/John Stephanski
 University of Kentucky (\$650k in sales since 2017) Casey Gilvin
 University of Louisville (\$350k in sales since 2017) John Smith
 Eastern Kentucky University (\$400k in sales since 2017) Justin Raymer
 Northern Kentucky University (\$70k in sales since 2018) Jill Wood

Ohio References

University of Cincinnati (\$200k since 2022) Traci Smith/Aaron Himmler
 City of Blue Ash (\$350k in sales 2020-2024) Nikki Earhart
 City of Dayton (\$290k in sales 2023-24) Marina Lyons
 City of Mason (\$100k in sales since 2021) Leeza Whitmer
 City of Vandalia (\$40k since 2023, \$180k budgeted in 2024-25) Josh Berry
 City of Oakwood (\$50k since 2022) Thomas Hayes
 Washington Township (\$65k since 2022 with \$25k budgeted in 2024-25) Dan Ruble



EXPERIENCE (*continued*)

Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects or suits regarding the products.

Direct Fitness Solutions does not have any pending criminal or civil suits, or suits which have resulted in an adverse judgement or settlement within the past (5) years, arising out of our inability to complete similar services and projects or suits regarding our products.



REFERENCES

Please provide references for at least five (5) organizations for whom Proposer is or has provided similar services. Identify any public sector experience in Tennessee. References are REQUIRED.

Metro Nashville/Davidson Count 5 Year Recap 2019-24

City of Nashville Contact - (city) Brad Wall, (615) 862-4273, brad.wall@nashville.gov

City of Nashville Fire Department Contact - Jay Servais (615) 293-5652, jay.servais@nashville.gov

Approximate total sales \$1.8 million

Highlights

Centennial Sportsplex \$235k in total sales

Design and implementation of the new Davidson County Sheriff's Headquarters \$33k

Design and implementation of the new Bellevue Community Center \$148k

Howard Office Building renovation \$40k

Design and implementation of the new Criminal Justice Center \$55k

Nashville Fire Department grant and individual sales of \$490k

Nashville Police Department total sales of \$190k

Nashville Parks Community Centers total sales of \$595k

Nashville General Hospital total sales of \$45k

Design and implementation of Davidson County Correctional fitness facilities \$57k

Design and implementation of the new Emergency Communications fitness facility \$25k

City of Memphis, 125 N. Main St, Memphis, TN 38103 - 6 year exclusive fitness equipment contract 2022—2028 to renovate all community fitness centers, \$620k in total current sales with an additional \$1.2 million in budgeted future sales, contact Cornell Anderson 901-618-3909 Cornell.Anderson@memphistn.gov

City of Germantown, 1801 Exeter Rd, Germantown, TN 38138 - ongoing exclusive fitness equipment provider contract 2014-2024, \$2.8 million in total sales, contact Amy Larusso 901-751-7508 amy@gacfitness.org

City of Sevierville, 120 Gary R. Wade Blvd, Sevierville, TN 37862 - new exclusive fitness equipment provider contract 2023-2024, \$350k in total sales, contact Vickie Pinion 865-453-5441 vpinion@seviervilletn.org

City of Dayton, 101 W. 3rd St, Dayton, Ohio 45402 - 3 year exclusive fitness equipment provider contract 2023-2024, \$290k in total sales, contact Marina Lyons 937-333-1740 Marina.Lyons@DaytonOhio.gov

City of Blue Ash, 4433 Cooper Rd, Blue Ash, Ohio 45242 – exclusive fitness equipment provider contract 2020-2024, \$350k in total sales, contact Erica Gorman, (513) 745-6254, egorman@blueash.com



WARRANTY

All Product warranty must be included in proposals. Detailed Warranty information should be provided for all equipment and craftsmanship.

DFS would provide the following warranty on all products sold: Structural welds and frames on all equipment will have a lifetime warranty. All parts and labor on equipment will have a five-year warranty. Bars will have a lifetime warranty.



CITY'S RESPONSIBILITIES

Identify and briefly describe the role and responsibilities Proposer would expect City to perform in achieving delivery of the requested services and products.

To more efficiently and effectively deliver all equipment to the 11 Murfreesboro Fire stations, we would prefer to do what we did last year with the city of Nashville fire department. We coordinated delivery with them on a \$400,000 fire grant to 29 stations. They provided a list of all stations with addresses, point of contact information, and information on where in each station they wanted the equipment located. They also provided a map of all locations so we could develop a two week delivery schedule of 3-5 stations per day. This allowed them to know when to expect delivery at each location and allowed them to arrange for removal of any older existing equipment at each location.



PROPOSER'S RESPONSIBILITIES

Identify and describe the services and products the Proposer can provide to meet the specifications set forth herein.

DFS is considered the largest commercial fitness dealer in the Midwest region of the US, covering seven states with 14 sales managers. Our team routinely works with numerous fire and police departments throughout the region. We carry over 30 brands of fitness equipment, so we have multiple options to meet the required equipment specifications.

We plan to bid the following brands and products:

- Rogue Fitness- Monster Cave rack system, mobile dumbbell storage, plyo boxes, accessories
- Assault Fitness – treadmill, bike rower
- Tag Fitness – dumbbells, plates, bars, kettlebells, benches, accessories
- Body Solid – sled, bar pad

All products are available for delivery within a 4 week time period. We would have all equipment delivered to our headquarters warehouse and setup a delivery schedule with the Murfreesboro Fire Department. All equipment would be transported on two to three DFS delivery trucks with four man crews per truck. Delivery to all locations in would be coordinated with our local middle Tennessee delivery partner over a 2-3 day scheduled period.



DirectFitnessSolutions.com



APPENDIX

Following, please find equipment spec sheets for equipment pieces listed in the equipment quote.



BATTLE ROPE

ACC-ROPE-1.5-# (Length) &
ACC-ROPE-2-# (Length)



SPECIFICATIONS

- UV resistant, made from a special PolyDacron blend so they will look great & last longer with less frays
- Available in 1-1/2" & 2" Black PolyDacron Blend
- Lengths 20', 30', 40', and 50'
- Comes with heat shrink boots to keep rope ends from fraying
- Well-balanced, maintains round shape, has 1,500 lb. average break strength
- Increased grip strength & endurance

BENCHES



BNCH-FID-B TAG FID Bench

- Ideal for vertical markets and commercial use
- Single-piece mainframe for added durability
- Upgraded Black Upholstery
- Constructed completely 2"x4" - 11-gauge tubing
- EZ-Handle design and rear transport wheels for mobility
- Adjustable from -10 to 80 degrees
- Lifetime welds, one year parts, upholstery/grips 6 months
- Size: 54"H x 24"W x 53"L
- Weight: 83lbs
- Available in Black Only



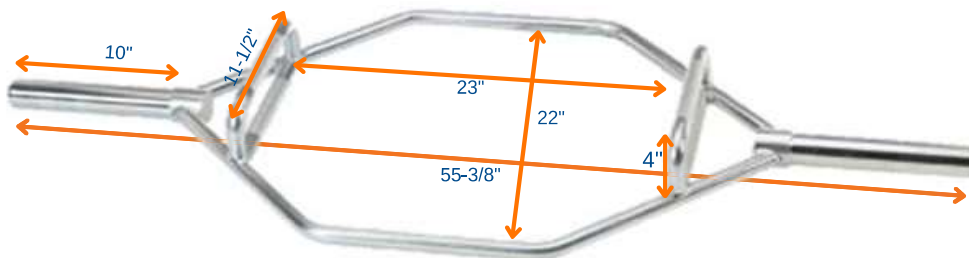


HEX/COMBO BAR

BAR-HEX/COMBO

SPECIFICATIONS

- All Silver Zinc
- Knurled Handles
- Lifetime Warranty on Manufacturing Defects & Welds
- Bar Grip Diameter: 25mm diameter
- Sleeve Diameter: 1.95"
- Weight: 44 lbs

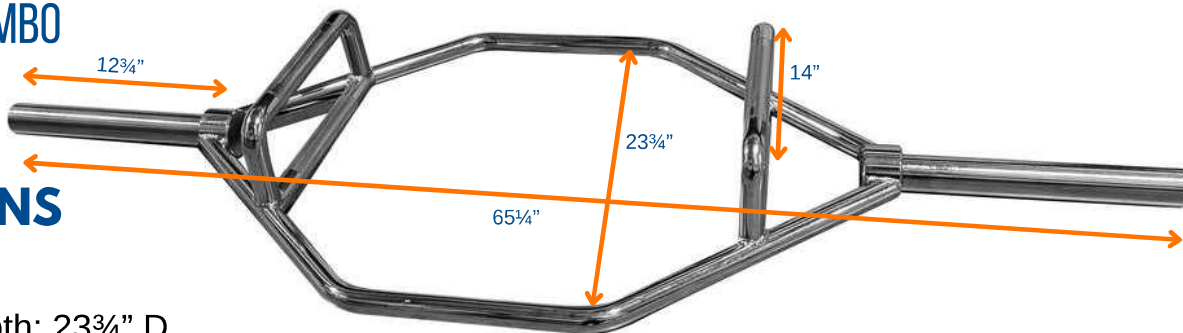


MEGA HEX/COMBO BAR

BAR-MEGA HEX/COMBO

SPECIFICATIONS

- All Silver Zinc
- Length: 65 $\frac{1}{4}$ " x Depth: 23 $\frac{3}{4}$ " D
- Bar Grip Diameter: 25mm diameter
- Sleeve Diameter: 2" Sleeve Length: 12 $\frac{3}{4}$ "
- Handle length 14" x Handle Height 5"
- Knurled Handles
- Lifetime Warranty on Manufacturing Defects & Welds
- Weight: 76 lbs





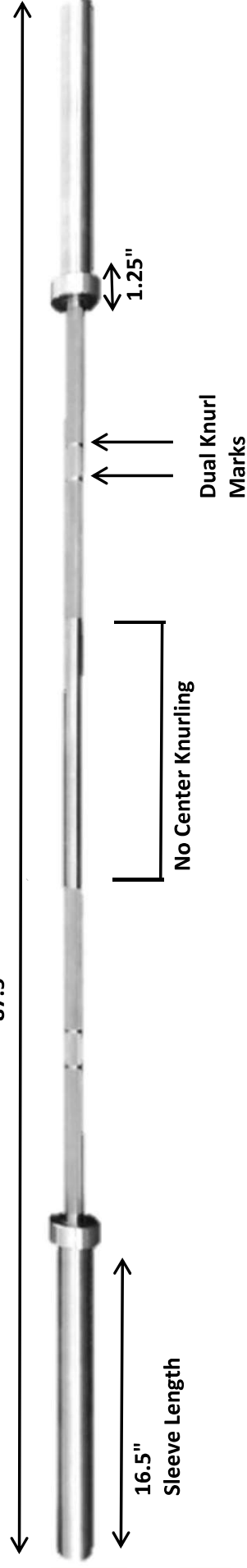
OLYMPIC BAR

BAR-USAPOWER

- Polished Stainless Steel Bar
- 2000lb PSI Tensile Strength
- Chemical Chrome Sleeves
- 5 year warranty
- Needle Bearings
- Bar diameter: 29.5mm diameter
- Weight: 44lbs



87.5"

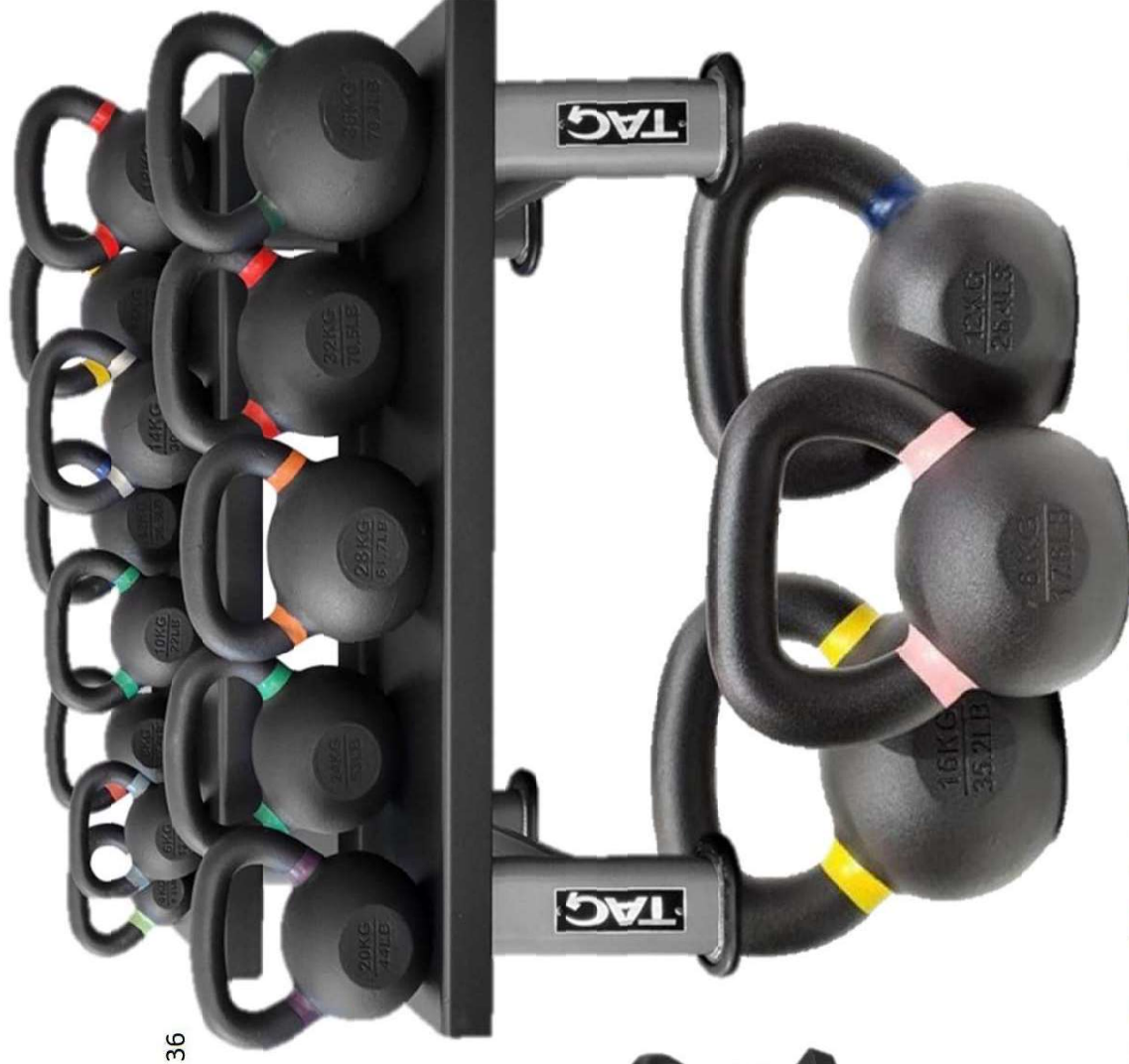




ACCESSORIES

KETL TAG KETTLEBELL

- Available in KG Weights of: 4, 6, 8, 10, 12, 14, 16, 18, 20, 24, 28, 32, 36
- Great for both individual and group exercise training
- Essential for core, upper body strength training
- Cast Iron - Compact Design
- Powder Coated
- Stripped for Weight Recognition
- Sold in KG's, but marked in kg's & lb's
- Color: Black
- RCK-KBR2 Rack sold separately





RUBBER TRI-GRIP OLYMPIC PLATE

RBR WEIGHT PLATES

SPECIFICATIONS

- Weight plates are encased in a commercial-grade durable virgin rubber surface for extreme durability
- Low-odor plates that will dissipate over time. Offers years of durable performance without cracking, fading, or damaging floors.
- 45lb, 35lb, 25lb & 10lb Plates offer comfortable triple grip handle
- All Plates come with stainless steel inserts
- Offers performance & durability
- Color: Black
- Sizes: 2.5lb, 5lb, 10lb, 25lb, 35lb, 45lb

- WARRANTY
2-YEAR



DUMBBELLS

HEX COMMERCIAL RUBBER HEX DUMBBELLS

- One-piece solid cast design encased in odorless, commercial-grade virgin rubber offers accurate weight and precision balance and will not crack or fade and prevents damage to floors and equipment
- Commercial grade chrome round handles prevent flaking and provide comfort in use
- Two years breakage. Returned for inspection upon request (original owner is responsible for return postage)
TAG covers replacement shipping
- Color: black
- Available in: 3-5-8-10-12-15-100lbs





TIRE TREAD SLAM BALL

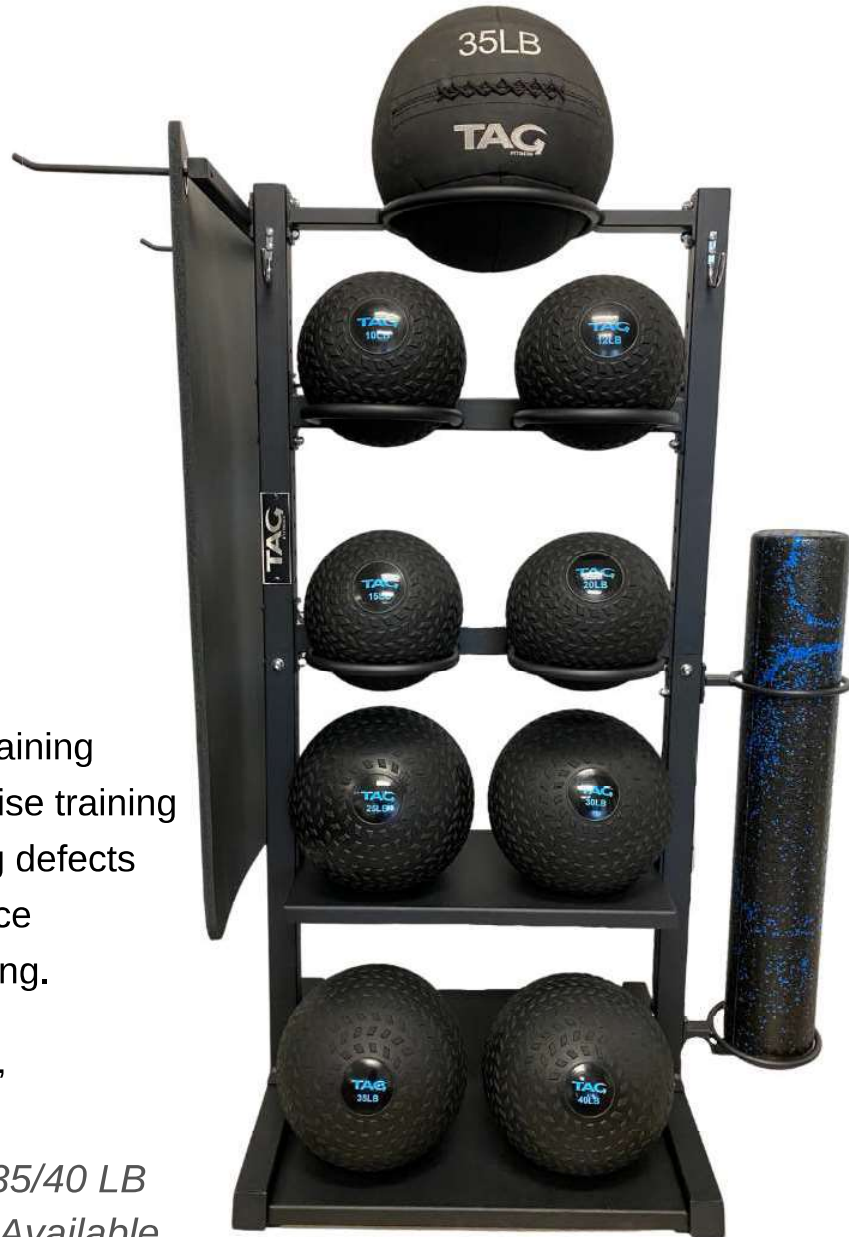
TTSLAM-#



SPECIFICATIONS

- Essential for core, upper body strength training
- Great for both individual and group exercise training
- 3 months warranty against manufacturing defects
- Synthetic, weather-resistant rubber surface
- rack available, but not included in set pricing.
- The diameter of Slam Ball 5-20lbs is 9"
- The diameter of Slam Ball 25-40lbs is 11"

Available Sizes: 5/8/10/12/15/20/25/30/35/40 LB
TAG 5lb-40lb Tire Tread Slam Ball Set Available



SPRI

SPRI AB MAT

LIGHTWEIGHT, PORTABLE AND EASY TO STORE

15"L X 12"W X 3"H



SPRI AB MAT

02-71938

ROGUE

5" WEIGHTLIFTING BELT



With 3" of support in the front and 5" in the back, Rogue's oversized 5" Nylon Weightlifting Belt conforms to your body's natural shape while providing greater overall coverage than most nylon lifting belts on the market. Thin, light, and highly durable, it's a budget-priced alternative to traditional leather weightlifting belts, offering firm support for the abdomen and lower back during even the most intense weight training programs.

The Rogue 5" Nylon Weightlifting Belt includes a hook-and-loop fastening system and a steel tensioning buckle, making it easy to adjust the belt quickly when transitioning from light/body movement exercises to heavy lifting exercises.



UNIVERSAL STORAGE SYSTEM 2.0



Color	Black	Foot Print	76.5" x 23.75"
Made In USA	Yes	Steel Notes	2x3" and 3x3" 11-Gauge Steel Uprights, 0.1875" Laser Cut Shelves
Length	76.5" overall (70" shelf)		
Width	23.75" (depth)		
Height	2 Tier - 29.25" / 3 Tier - 45.25" (Add 3.25" for Dumbbell Top Shelf)	Other Product Specs	Wheels Included

ROGUE

ECHO RESISTANCE BANDS



Rogue's Echo Resistance Bands are made from a durable latex rubber, and come in eight different color-coded resistance levels. Bands #0-2 offer light resistance for general conditioning / rehab; #3 & #4 deliver "average" resistance for banded bench presses and squats + more intense mobility work; and #5-7 provide maximum resistance for experienced, high-level athletes looking to get more out of their squats, deadlifts, leg presses, shrugs, etc.

Specifications:

- Latex Rubber Construction
- Length: 41"
- (8) Resistance Levels
- Color-Coded by Resistance Level
- Exclusive Rogue Branding

SANDBAGS



ROGUE SANDBAG	APPROXIMATE MAX WEIGHT	TRADITIONAL FILLER BAGS	OR	FUNNEL FILLER BAGS
Small Sandbag 20" Long, 7" Diameter	40LB (Sand) / 16LB (Crumb Rubber)	2-4 (Small) Small Traditional Filler Bag: 20.25" L x 6" W		1
Medium Sandbag 24" Long, 9" Diameter	80LB (Sand) / 32LB (Crumb Rubber)	2-4 (Medium) Medium Traditional Filler Bag: 22" L x 9.75" W		1
Large Sandbag 35" Long, 11" Diameter	160LB (Sand) / 64LB (Crumb Rubber)	2-4 (Large) Large Traditional Filler Bag: 30.5" L x 11.75" W		1
XL Sandbag 42" Long, 14" Diameter	220LB (sand) / 88LB (Crumb Rubber)	2-4 (XL) XL Traditional Filler Bag: 38.5" L x 14" W		1

ROGUE

ECHO WEIGHT VEST



Color	Various Colors
Made In USA	No
Product Weight	1.75LB (Medium)
Width	Plate Pocket: 10.25" (outside width)
Height	Plate Pocket: 12.5" (outside height)
Material Type	1000D & 500D Cordura®
Other Product Specs	Velcro® loop for patches front and back
Care Instructions	Hand Wash, Line Dry



WOOD PLYO BOXES



All boxes are CNC cut to exact dimensions.
Assembly is a breeze using the provided hardware. Glue is highly recommended but not included.

The 20" and 24" plyo boxes were used at the CrossFit Games.

The 4" Plyobooster is designed to fit the base of the 24" Plyo box. If used with smaller boxes there will be extra space allowing it to slide around.

Color	Tan
Made In USA	Yes

THE MONSTER CAVE



Reflex Fitness is a manufacturer of commercial grade fitness equipment used by Colleges, Pro Teams, Olympic Training Facilities, High Schools, Military, Fire, and Law enforcement since 1990. Rogue purchased Reflex in 2018 to add their considerable capabilities to our product offerings. They continue to build outstanding fitness equipment in their Illinois Factory.

Our design combines the space-efficient [Monster Fold Back Rack](#) with two cable-pulley stations, enabling superior training versatility with almost limitless customization potential. No matter how you choose to configure it, this unique rig can consolidate your barbell movements, cable movements, and equipment storage into a single, all-in-one system, with sizing options suited to whatever your gym needs.

The Monster Cave is manufactured in the USA and features 3x3" 11-gauge steel with an MG Black finish, 1" Monster hardware, and laser-cut holes spaced 2" on center. Customers can select the height of the uprights (90" or 100") and the depth and configuration of the central Fold Back Rack, which is available as either a full 4-post power rack (24" or 30" depth) with included strap safeties or a standard 2-post fold-flat (21.5" or 41.5" depth). Building on the modular design of the Reflex Racks, the Monster Cave is also compatible with multiple different storage options, from Rack Storage Panels and specialized shelves to new side side winder that make it possible to use the real estate on the outsides of the weight stack Slingers for additional storage.

TRICEP STRAP



Made from durable 1.5” wide nylon webbing, the Rogue Tricep Strap is designed to attach to a lat pulldown or similar type of cable machine via the welded, zinc-plated D-ring at the top. Please note that a carabiner is NOT included.

The two strap handles each measure 8” in length, and feature sewn-in 1/4" thick antimicrobial foam to pad the hands. The overall length of the entire strap (when laid flat) is 29”.

This version of the Rogue Tricep Strap is available in black with the sewn-in Rogue logo in white.

Color	Black
Made In USA	Yes
Product Weight	0.38LB
Length	8" (Handles) / 29" (Total)
Width	1.5"
Other Product Specs	Welded D-Ring, Antimicrobial Foam Handles



GWS100 Weight Sled

Increase your power, agility and build explosive speed and strength with Body-Solid's commercial-rated GWS100 Weight Sled. Weight sleds offer a wide variety of exercises to specifically address the many needs of today's athletes and fitness enthusiasts. They can be pushed, pulled, or dragged to target muscle development, endurance or aerobic training. Body-Solid's GWS100 Weight Sled features a durable heavy-gauge solid steel mainframe. Along with the center weight post, the removable posts double as weight plate posts. Multiple attachment anchors allow you to attach almost any vest or belt giving this sled unmatched versatility.

Weight plates not included

Weight: 68 lbs
Dimensions: 42"L x 31"W x 40"H

Special Features

- Removable Posts
- Heavy-Gauge Steel Frame
- Center weight horn
- Multiple handles to push and pull
- Attachment anchors

Warranty



Frame & Welds Lifetime
Bushings and Hardware 3 Years
Pads, Cables and Grips 1 Year



Frame & Welds Lifetime
Bushings and Hardware Lifetime
Pads, Cables and Grips Lifetime

AIRBIKE CLASSIC



TRAIN ON THE ASSAULT AIRBIKE...

and take your performance to the next level! Designed and tested in the USA with twenty sealed-bearings tucked and hidden neatly away under machined and formed steel.



THIS CONSOLE DOES NO CONSOLING

Programmed to push you to your max, the Airbike Classic console gives you seven on-board programs designed to match your mood. From a hard-hitting Tabata interval session to building your own workout based on calories, distance, time or heart rate. More choices mean more motivation.



MEET YOUR MATCH

Used by professional athletes and top gyms around the world, the Assault AirBike is built to increase resistance the harder you work. No two workouts are the same.

Having forged the path to bringing the air bike into the Elite Fitness space, our original Assault AirBike Classic is best known for creating love-hate relationships with those that have been bold enough to give it a try. As with all Assault Fitness products, the AirBike Classic is forged from the highest quality, most durable materials. This old favorite will leave you burning for days.

DIMENSIONS AND WEIGHT ASSEMBLED

ALL(in)	L(in)	W(in)	H(in)	WT(lb)
50.95L x 23.34W x 50H	50.95	23.34	50	95.64

WARRANTY: 2 YEAR PARTS

AIRBIKE CLASSIC



MEET THE ASSAULTRUNNER PRO

Say goodbye to repetitive and boring treadmill workouts. The AssaultRunner Pro is a new breed of running machine that is completely athlete-powered, meaning you’re in control of your stride, speed and output. Are you ready to take your training back into your own hands?



TURN UP THE INTENSITY

The AssaultRunner Pro is specifically designed to help you meet and exceed your fitness goals. While other motorized treads make it easy to “zone out,” the AssaultRunner Pro constantly demands your full attention and requires nothing less than 100% effort. It’s also equipped with built-in training programs to help track your progress and keep your workouts fresh.



- ✓ Burns More Calories Than Motorized Treadmills
- ✓ Low-Impact Design Reduces Risk Of Injury
- ✓ Onboard programs that target Time, Calories, Distance, Speed, Watts, Pace, Heart Rate
- ✓ Bluetooth and ANT+ Connectivity
- ✓ Compatible with the Assault Fitness App & Zwift

DIMENSIOINS & WEIGHT ASSEMBLED

ALL(in)	L(in)	W(in)	H(in)	WT(lb)
69.7L x 33.1W x 64H	69.7	33.1	64	280

MEET THE ASSAULTROWER PRO

The Assault Rower Pro is the next addition to complete your gym set up. Like all Assault Fitness products, this machine is human-powered, granting you the freedom to train both indoors or outdoors – you choose. When not in use, the console easily folds down and the rower is stood upright for compact storage. Being exceptionally smooth, durable, and versatile, this rower is the complete package at an excellent price.



AN EXCEPTIONAL WORKOUT

Perfect for HIIT, cardio, and endurance training, the Assault Rower Pro provides a total body workout that is second-to-none. Training on the Assault Rower Pro is completely scalable. From the average gym-goer to an elite athlete, it will challenge and tone any physique. The new generation console makes it easy to train with both pre-programmed or customized workouts, suitable for all fitness levels.

- ✓ Built-In Handle and Transport Wheels
- ✓ Console Folds Down and Unit Stands Upright for Easy Storage
- ✓ Digital Console with ANT Connectivity and On-Board Training Programs
- ✓ Tracks Time, Distance, 500M Pace, Rate (Strokes Per Minute), and Calories
- ✓ Uses No Electricity - Low Carbon Foot Print



DIMENSIOINS & WEIGHT ASSEMBLED

ALL(in)	L(in)	W(in)	H(in)	WT(lb)
92L x 22W x 45H	92	22	45	109

**AGREEMENT BETWEEN
CITY OF MURFREESBORO
AND
VOLUNTEER PHYSICAL THERAPY AND PERFORMANCE, LLC
FOR
PHYSICAL THERAPY SERVICES AND EDUCATIONAL MOBILITY WORKSHOPS**

This Agreement is entered into on this _____ by and the **CITY OF MURFREESBORO, TENNESSEE**, a municipal corporation of the State of Tennessee (“City”), on behalf of the Murfreesboro Fire Rescue Department (“MFRD”) and **VOLUNTEER PHYSICAL THERAPY AND PERFORMANCE, LLC**, a limited liability company of the State of Tennessee (“Contractor”).

For consideration of the mutual agreement and understanding, the parties agree to the following:

1. **Purpose.** The purpose of this Agreement is to outline the understanding between City and Contractor with regard to Contractor’s provision Physical Therapy services and Educational Mobility Workshops for Murfreesboro Fire Rescue Department during the term of this Agreement. The overall goal of this Agreement is to focus on reducing injuries, decreasing recovery times, providing education, and direct access to a performance focused and fitness minded healthcare provider for musculoskeletal issues.
2. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Physical Therapy services and Educational Mobility Workshops for Murfreesboro Fire Rescue Department as set forth in Contractor’s Scope of Work Proposal attached hereto as Attachment “A” which includes but are not limited to the following:
 - a. **Pre-employment and Pre-fitness Program Functional Screening:**
 - i. All current on shift employees will go through Contractor’s custom designed functional screening to measure strength, mobility, and symmetry to highlight any potential imbalances or problem areas.
 - ii. Video resources may be provided to each employee on ways to improve the potential problem areas highlighted by screen results to help prevent injury.
 - iii. All new recruits and lateral hires who join the MFRD within the one-year timeframe of this Agreement will also participate in the screening process.
 - b. **1-on-1 Preventative Visits.**
 - i. All on shift employees will be allowed to schedule 1-on-1 visits with Contractor’s clinicians. Such visits can be conducted on site at each station or Contractor’s clinic per a schedule to be created by the parties.
 - ii. There will be an allotted eight hours per week for 1-on-1 visits which will be scheduled on a first-come, first-served basis, or at clinicians’ discretion based on severity.
 - iii. Visits may include soft tissue work for pain relief and injury recovery such as dry needling, cupping, scraping, hands on manual therapy, etc., as well as exercises to improve strength, mobility, and performance of occupational movements to improve capacity to perform tasks needed for the job as well as work to prevent future re-injury.
 - c. **Education and Workshops.** Two 60-minute mobility and movement focused workshops will be conducted at each MFRD station for each shift for a total of 66 workshops.
 - i. These workshops will highlight the most common injury areas based on the data collected from the MFRD.

- ii. Workshops will include practical take-home information that can be implemented at each MFRD station with the equipment made available through the Assistance to Firefighters Grant.
 - iii. If the need for more clinical treatment hours arises due to increased utilization of 1-on-1 visits, time may be borrowed from these workshops to address immediate injury needs at Contractor's and MFRD's discretion.
 - d. **Return to Duty Screening:** Contractor is able to be a resource to clear employees for return to duty so that there will be continuity of communication between Contractor's providers, command staff, and employees.
 - e. **Assisting Peer Exercise Instructors with Exercise Programing.** Contractor will be a resource for Peer Exercise Instructors and the Fitness Coordinator to assist with exercise programming protocols for on-duty employees. Topics could include strength training, cardiovascular endurance training, warm-up and cool-down exercises, job specific movement training, training on proper use of exercise equipment, etc.
 - f. **Data Collection.** Contractor will partner with the MFRD to collect data on the most common types of injuries dealt with by body part to help gauge how future educational workshops, screenings, and exercise programming should be tailored. Contractor will be a resource for data collection by the MFRD related to risk reduction.
3. **Term of Agreement.** The Term of this Agreement will be from _____ ("Effective Date") until all 521.5 hours are completed, not to exceed two calendar years. This Agreement may be renewed upon mutual written agreement of the parties.
4. **Termination.** Contractor's performance may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

5. **Price; Compensation; Method of Payment.** The price for the services to be provided under this Agreement is set forth in Contractor's Proposal which reflects a total cost of Eighty-Four Thousand Seven Hundred and Fifty-eight dollars (\$84,758.00).

a. Itemized Cost for Scope of Services Provided is as follows:

SERVICE	COST
Pre-employment / Pre-exercise Screen (15 minutes per person, \$31.25 per screen, 240 total employees)	\$21.88 per screen x 222 employees = \$4,858
Educational Mobility Workshops (Either two 60-minute or one 120-minute workshop per station per shift, 33 or 66 total workshops, \$150 or \$300 per workshop)	\$300 per workshop (120-minute) or \$150 per workshop (60-minute) x 33 or 66 total workshops = \$9,900
1-on-1 Visits allotted at 8 total hours per week for 50 working weeks (\$175 per hour)	400 total hours of visit time x \$175 per hour = \$70,000
All Other Services Included at No Extra Cost	\$0
Total Working Hours for Contract	521.5 hours
Total Cost	\$84,758

- b. 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 Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, which is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) 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."

8. Indemnification.

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

9. **Compliance with Laws.** Both Parties agree to comply with any applicable federal, state, and local laws and regulations and to act solely within their separate scopes of service. Both parties agree that they are in compliance with all applicable employment and non-discrimination statutes and that they will not discriminate on the basis of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veterans status, political affiliation, or any other non-merit factors.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Agreement. The books, records, and documents, of Contractor, insofar as they relate to money received under the contract, shall be maintained for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. **Relationship of the Parties.** Nothing in this Agreement shall be construed or intended to create a partnership, joint venture, principal and agent relationship, or employment relationship. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party.
12. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed by 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 Volunteer Physical Therapy and Performance, LLC:
Dr. Blake Huddleston, PT, DPT
CEO of Volunteer Physical Therapy and Performance, LLC
1507 W College St.
Murfreesboro, TN 37129
blake@volunteer-ntp.com

13. **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.
14. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
15. **Wavier.** No wavier of any provision of this Agreement 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.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of application laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike,

lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 22. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 23. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 26. Domestic Preference for Procurement.** Contractor must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 27. Procurement of Recovered Materials.** City and Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

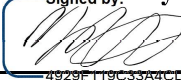
- 28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** City and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Emergency Management Agency (FEMA) and the Regional Office of the Environmental Protection Agency (EPA).
- 29. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor must certify to the City that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 30. 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.
- 31. 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.
- 32. 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 _____, 20____
("Effective Date").

CITY OF MURFREESBORO

Shane McFarland, Mayor

Volunteer Physical Therapy and Performance, LLC


Signed by:


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Dr. Blake Huddleston, PT, DPT
CEO of Volunteer Physical Therapy and Performance, LLC

DATE: 12/13/2024

DATE: _____

APPROVED AS TO FORM:

Signed by:


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Adam F. Tucker, City Attorney

ATTACHMENT “A” TO CONTRACT



Scope of Work Proposal:

Volunteer Physical Therapy + Performance and Murfreesboro Fire Department

Introduction

Volunteer Physical Therapy and Performance is a leader in the Murfreesboro and Rutherford County community in providing athletes and active adults with injury prevention, injury recovery, and education and support of long term overall health, wellness, and longevity. Our company was founded on the vision of becoming the go to performance focused physical therapy facility for those who are active in their careers and daily lives, equipping them with the tools and resources they need to continue doing the things they love pain free, and building resilience to perform at a high level.

Scope of Work

The duration of work will be when all agreed upon hours are completed, after which should both parties come to an agreement to continue the work, a contract can be renegotiated and renewed at that time.

Pre-employment and pre-fitness program functional screening

All current on shift employees will go through our custom designed functional screening to measure strength, mobility, and symmetry to highlight any potential imbalances or problem areas. Slots will be 15 minutes per employee and we will have providers on site to administer the screens. Video resources may be provided to each employee on ways to improve the potential problem areas highlighted by screen results to help with injury prevention. All new recruits and lateral hires who join the department within the 1 year time frame of the agreement will also be taken through the screening process.

1-on-1 preventative visits

All on shift employees will be allowed to schedule 1-on-1 visits with our clinicians. To make logistics more simple, these visits can be conducted on site at each station or at our clinic with a schedule to be created at a later date. There will be an allotted 8 hours per week for 1-on-1 visits

ATTACHMENT “A” TO CONTRACT

which will be given on a first come, first serve basis, or at clinicians discretion based on severity. Visits may include soft tissue work for pain relief and injury recovery such as dry needling, cupping, scraping, hands on manual therapy, etc., as well as exercises to improve strength, mobility, and performance of occupational movements to improve capacity to perform tasks needed for the job as well as work to prevent future re-injury.

Education and Workshops

Two 60 minute mobility and movement focused workshops will be conducted at each station for each shift for a total of 66 total workshops. These workshops will intend to highlight most common injury areas based on the data collected from the department. Workshops will include practical take home information that can be implemented at each station with the equipment made available through the grant. If the need for more clinical treatment hours arises due to increased utilization of 1-on-1 visits, time may be borrowed from these workshops to address immediate injury needs instead at clinician and department's discretion.

Return to Duty Screening

We are able to be a resource to clear employees for return to duty so that there will be continuity of communication between our providers, command staff, and employees.

Assisting Peer Exercise Instructors with Exercise Programming

We will be available to be a resource for Peer Exercise Instructors and the Fitness Coordinator to assist with exercise programming protocols for on duty employees. Topics could include strength training, cardiovascular endurance training, warm up and cool down exercises, job specific movement training, training on proper use of exercise equipment, etc.

Data Collection

We will partner with the department to collect data on the most common types of injuries dealt with by body part to help gauge what future educational workshops, screenings, and exercise programming should be tailored to. We will also be a resource for data collected by the department in regards to risk reduction.

Vision and Goal of Partnership

Our overall goal is to focus on reducing injuries, decreasing recovery times, providing education, and direct access to a performance focused and fitness minded healthcare provider for musculoskeletal issues. The result of our focus will be risk reduction in the form of decreased

ATTACHMENT “A” TO CONTRACT

workers compensation claims, overtime expenditures, and loss of work days by implementing preventative care paired with multiple educational programs and opportunities.

Cost for Scope of Services Provided

Service	Cost
Pre-employment/pre-exercise screen (15 minutes per person, \$31.25 per screen, 240 total employees)	\$21.88 per screen X 222 employees= \$4,858
Educational Mobility Workshops (Either two 60 minute or one 120 minute workshops per station per shift, 33 or 66 total workshops, \$150 or \$300 per workshop)	\$300 per workshop (120 minute) or \$150 per workshop (60 minute) X 33 or 66 total workshops= \$9,900
1-on-1 visits allotted at 8 total hours per week for 50 working weeks (\$175 per hour)	400 total hours of visit time X \$175 per hour= \$70,000
All other services included at no extra cost	\$0
Total Working Hours for Contract	521.5 hours
Total Cost	\$84,758

**AGREEMENT BETWEEN
CITY OF MURFREESBORO
AND
fuelED LLC
FOR
NUTRITION AND WELLNESS EDUCATION**

This Agreement is entered into on this _____ by and the **CITY OF MURFREESBORO, TENNESSEE**, a municipal corporation of the State of Tennessee (“City”), on behalf of the Murfreesboro Fire Rescue Department (“MFRD”) and **fuelED LLC**, a limited liability company of the State of Tennessee (“Contractor”).

For consideration of the mutual agreement and understanding, the parties agree to the following:

1. **Purpose.** The purpose of this Agreement is to outline the understanding between City and Contractor with regard to Contractor’s provision Nutrition and Wellness Education services for Murfreesboro Fire Rescue Department during the term of this Agreement.
2. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Nutrition and Wellness Education services as set forth in Contractor’s Scope of Work Proposal attached hereto as “Attachment A” which include but are not limited to the following:
 - a. **Nutrition Workshops:** At two periods over the course of one year, Contractor will host nine in-person workshops (20 attendees each) for a total of 18 workshops for the year. These workshops, facilitated by one or more certified nutrition coaches, will be held at the MFRD stations equipped with a commercial kitchen and will include:
 - i. Hands-on instruction and group preparation of a healthy meal (ingredients provided by Contractor);
 - ii. Interactive presentation on a variety of nutrition topics catered to the audience and its specific interests/needs;
 - iii. Question and Answer session with one or more certified nutrition coaches; and
 - iv. Take-home resources for all attendees (e.g., fuelED’s *Beginner’s Guide to health Eating, Educated Eating Recipe Pack, How to Build the Perfect Meal: A 4-Step Guide*)
 - b. **Wellness Challenges:** In conjunction with the workshops outlined above, Contractor will host two department-wide 4-week wellness challenges via Contractor’s customized challenge platform. MFRD Stations will engage in friendly competition to adopt 1-2 new health habits each week; and throughout the competition, Contractor’s coaches will provide additional resources/support and helpful information about why these health habits are important and how to practically implement them. Each challenge will include:
 - i. Access to the fuelED challenge app/platform where participants can both 1) track personal habits and outcomes and 2) engage with coaches and one another in a community setting to ask questions, share recipes/resources, and provide support (MFRD will receive any/all data collected);
 - ii. Nutrition coaches available for Q&A/support throughout the challenge;
 - iii. Grand prize for the MFRD Station that demonstrates the most consistency throughout the challenge; and
 - iv. Smaller prizes throughout the challenge awarded to people/teams for participation and engagement.
 - c. **Nutrition Consultations:** Contractor will provide forty-five-minute nutrition consultations for up to 120 team members. In these consultations, one of Contractor’s

certified nutrition coaches will meet with the person via phone or video call to discuss where they are currently, where they want to be, what has worked/not worked for them in the past, and what challenges they are currently facing with their nutrition. The coach will provide concrete action steps and answer any questions the person has following up via email with additional resources/steps as needed.

- d. **Employee Discount:** If any employees of the MFRD wish to pursue more individualized nutrition coaching/support, beyond the scope of this project, Contractor will provide 20% off any of its nutrition coaching memberships or one-time nutrition plans.

3. **Term of Agreement.** The Term of this Agreement will be from _____ (“Effective Date”) to _____. The Term, referred collaboratively in the Agreement as “the Term,” becomes effective on the date this Agreement is signed by both parties and remains in force unless explicitly terminated, in writing, by either Party. This Agreement may be renewed upon mutual written agreement of the parties.

4. **Termination.** Contractor's performance may be terminated in whole or in part:

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

5. **Price; Compensation; Method of Payment.** The price for the services to be provided under this Agreement is set forth in Contractor’s Proposal which reflects a total purchase price of Twenty-Five Thousand Five Hundred and 00/100 Dollars (\$25,500.00). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after 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.

6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, which is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers’

compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) 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."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination

with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein

9. **Compliance with Laws.** Both Parties agree to comply with any applicable federal, state, and local laws and regulations and to act solely within their separate scopes of service. Both parties agree that they are in compliance with all applicable employment and non-discrimination statutes and that they will not discriminate on the basis of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veterans status, political affiliation, or any other non-merit factors.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Agreement. The books, records, and documents, of Contractor, insofar as they relate to money received under the contract, shall be maintained for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. **Relationship of the Parties.** Nothing in this Agreement shall be construed or intended to create a partnership, joint venture, principal and agent relationship, or employment relationship. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party.
12. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed by 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 fueled LLC:
Alexandra (Allie) Potter
Owner & Head Coach
fueled LLC
allie@befuelednutrition.com

13. **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.
14. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

15. **Wavier.** No wavier of any provision of this Agreement 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.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of application laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
25. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
26. **Domestic Preference for Procurement.** Contractor must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
27. **Procurement of Recovered Materials.** City and Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** City and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Emergency Management Agency (FEMA) and the Regional Office of the Environmental Protection Agency (EPA).
- 29. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor must certify to the City that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 30. 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.
- 31. 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.
- 32. 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.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this Agreement as of _____, 20____
("Effective Date").

CITY OF MURFREESBORO

Shane McFarland, Mayor

DATE: _____

APPROVED AS TO FORM:

Signed by:

43A2038E51F9401...
Adam F. Tucker, City Attorney

fuelD, LLC

Signed by:

621E3274FD20283
Alexandra Potter, Owner & Head Coach

DATE: 12/13/2024

ATTACHMENT A TO CONTRACT



befuelednutrition.com

Scope of Work Proposal:

fuelED x Murfreesboro Fire Department
Nutrition & Wellness Education

Introduction

fuelED is a leader in providing nutrition coaching, education, and support. Our vision is a world in which *reliable* and *relevant* nutrition advice is accessible to all who want to lead a happier, healthier life. Our team is passionate about helping people use nutrition to reach their goal - whether that goal is better health, improved fitness, weight loss, muscle gain, or something else entirely. fuelED's coaching programs give individuals the knowledge, guidance, and accountability they need to find the right eating habits - and, most importantly, *habits they can stick to*.

Scope of Work

This work is to take place over the course of one year. Should fuelED and the Murfreesboro Fire Department wish to continue the relationship, the contract is to be revised and renewed at that time.

Nutrition Workshops: At two periods over the course of one year, fuelED will host nine in-person workshops (20 attendees each); for a total of 18 workshops for the year. These workshops, facilitated by one or more certified nutrition coaches, will be held at the fire department stations equipped with a commercial kitchen and will include:

- Hands-on instruction & group preparation of a healthy meal (ingredients provided by fuelED)
- Interactive presentation on a variety of nutrition topics catered to the audience and its specific interests/needs
- Q&A with one or more certified nutrition coaches
- Take-home resources for all attendees (e.g., fuelED's *Beginner's Guide to Healthy Eating*, *EDucated Eating Recipe Pack*, *How to Build the Perfect Meal: A 4-Step Guide*)

Wellness Challenges: In conjunction with the workshops outlined above, fuelED will host two department-wide 4-week wellness challenges via our customized challenge platform. Stations will engage in friendly competition to adopt 1-2 new healthy habits each week; and throughout the competition, our coaches will provide additional resources/support and helpful information about why these healthy habits are important and how to practically implement them. Each challenge will include:

- Access to the fuelED challenge app/platform where participants can both 1) track personal habits and outcomes and 2) engage with coaches and one another in a community setting to ask questions, share recipes/resources, and provide support (Murfreesboro Fire Department will receive any/all data collected)



befuelednutrition.com

- Nutrition coaches available for Q&A/support throughout the challenge
- Grand prize for the station that demonstrates the most consistency throughout the challenge
- Smaller prizes throughout the challenge awarded to people/teams for participation and engagement

Nutrition Consultations: fuelED will provide 45-minute nutrition consultations for up to 120 team members. In these consultations, one of our team's certified nutrition coaches will meet with the person via phone or video call to discuss where they are currently, where they want to be, what has worked/not worked for them in the past, and what challenges they are currently facing with their nutrition. The coach will provide concrete action steps and answer any questions the person has, following up via email with additional resources/steps as needed.

Employee Discount: If any employees of the Murfreesboro Fire Department wish to pursue more individualized nutrition coaching/support, beyond the scope of this project, fuelED is happy to provide **20% off** any of its nutrition coaching memberships or one-time nutrition plans.

Cost

Deliverable	Quantity	Unit Cost	Total Cost
Nutrition Workshop - 2 hr. instruction	18	\$200	\$3,600
Nutrition Workshop - meal supplies	18	\$150	\$2,700
Wellness Challenge (~240 participants each)	2	\$8,000	\$16,000
Nutrition Consultations	120	\$45	\$5,400
Employee Discount	-	-	-

Total Overall Projected Cost: ~~\$27,700~~

25,500

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: NEOGOV Software System 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 an agreement with NEOGOV for the following systems: Attract, Insight, Employee Import, and Perform. These systems provide essential capabilities for online recruiting, onboarding new hires, importing employee data, and managing performance evaluations.

Staff Recommendation

Approve the agreement with NEOGOV.

Background Information

NEOGOV has an excellent track record in providing the City systems which facilitate online recruiting, track and onboard new hires, as well as aid in the administration of performance evaluations.

After a detailed review of the City's current master service agreement with NEOGOV, staff secured improved pricing adjustments for the next three years. Previously, the City maintained separate contracts for each NEOGOV system: Attract, Insight, Employee Import, and Perform. The new agreement consolidates these into a single purchase agreement, locking in three-year pricing.

The total cost of the three-year agreement is \$271,043, allocated as follows:

- Year 1: \$88,617
- Year 2: \$88,342
- Year 3: \$94,084

The FY25 budget will cover the cost for the first year, while subsequent years will be funded through the Department's FY26 and FY27 budgets. This agreement mitigates future price increases and ensures consistent access to NEOGOV's services.

Council Priorities Served

Responsible budgeting

This agreement supports responsible budgeting by securing cost-effective, multi-year pricing for essential operational systems. NEOGOV's integrated solutions enable the City to effectively recruit and onboard employees and manage performance evaluations.

Fiscal Impact

The \$88,617 expense for FY25 will be funded through the Department's operating budget.

Attachment

NEOGOV Software System Agreement



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-613146	Order #:	Q-340154
Customer:	Murfreesboro, City of (TN)	Valid Until:	6/1/2025
Effective Employee Count:	1,197		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Murfreesboro, City of (TN) Pam Russell	Shipping Contact :	Murfreesboro, City of (TN) Pam Russell
Billing Address:	111 West Vine Street P.O. Box 1139	Shipping Address:	111 West Vine Street P.O. Box 1139
Billing Contact Email:	Murfreesboro, TN 37133 prussell@murfreessorotn.gov	Shipping Contact Email:	Murfreesboro, TN 37133 prussell@murfreessorotn.gov
Billing Phone:	6158482553	Shipping Phone:	6158482553

Payment Terms		Notes:
Payment Term:	Net 60	
PO Number:		

Subscription Service

Prorated Term

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
API Complete Package Subscription	Recurring	6/1/2025	8/27/2025	1	Quantity Based	\$0.00
Attract Subscription	Recurring	7/1/2025	8/27/2025	1,197	Employee Based	\$3,358.08
Insight Subscription	Recurring	7/15/2025	8/27/2025	1,197	Employee Based	\$2,309.14
Prorated Term TOTAL:						\$5,667.22

August 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
API Complete Package Subscription	Recurring	8/28/2025	8/27/2026	1	Quantity Based	\$0.00
Attract Subscription	Recurring	8/28/2025	8/27/2026	1,197	Employee Based	\$22,735.03
Insight Subscription	Recurring	8/28/2025	8/27/2026	1,197	Employee Based	\$20,674.04
Employee Import Subscription	Recurring	8/28/2025	8/27/2026	1,197	Employee Based	\$3,752.02

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	8/28/2025	8/27/2026	1,197	Employee Based	\$35,788.84
August 2025 TOTAL:						\$82,949.93

August 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
API Complete Package Subscription	Recurring	8/28/2026	8/27/2027	1	Quantity Based	\$0.00
Attract Subscription	Recurring	8/28/2026	8/27/2027	1,197	Employee Based	\$24,212.81
Insight Subscription	Recurring	8/28/2026	8/27/2027	1,197	Employee Based	\$22,017.85
Employee Import Subscription	Recurring	8/28/2026	8/27/2027	1,197	Employee Based	\$3,995.90
Perform Subscription	Recurring	8/28/2026	8/27/2027	1,197	Employee Based	\$38,115.11
August 2026 TOTAL:						\$88,341.67

August 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
API Complete Package Subscription	Recurring	8/28/2027	8/27/2028	1	Quantity Based	\$0.00
Attract Subscription	Recurring	8/28/2027	8/27/2028	1,197	Employee Based	\$25,786.64
Insight Subscription	Recurring	8/28/2027	8/27/2028	1,197	Employee Based	\$23,449.01
Employee Import Subscription	Recurring	8/28/2027	8/27/2028	1,197	Employee Based	\$4,255.63
Perform Subscription	Recurring	8/28/2027	8/27/2028	1,197	Employee Based	\$40,592.59
August 2027 TOTAL:						\$94,083.87

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between Governmentjobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Notwithstanding anything to the contrary, the parties agree that the terms of the NEOGOV Services Agreement previously entered into by the parties on May 6, 2022 shall govern this Order Form.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Murfreesboro, City of (TN)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEGOV

Signature: _____

Printed Named: _____

Title: _____

Date: _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY
CONFIDENTIAL**

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Comcast Enterprise Dark Fiber Agreement

Department: Information Technology

Presented by: Matt Jarratt – 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 a Master Services Agreement (MSA) for critical technical network and infrastructure services.

Staff Recommendation

Approval of the leasing agreement with Comcast Business Communications, LLC for network fiber for all of City's communication infrastructure services.

Background Information

The Comcast Enterprise Services Master Services Agreement (MSA) establishes a partnership between the City of Murfreesboro IT department and Comcast to manage and optimize the City's fiber network. It includes a maintenance plan for the iNet fiber network to enhance reliability, support operational demands, and prevent interruption to critical services.

Council Priorities Served

Expand Infrastructure

Strengthen and expand the City's fiber infrastructure to meet current and future operational demands.

Maintain Public Safety

Ensure dependable network services to support critical public safety operations and emergency response systems.

Fiscal Impact

The overall fiscal impact totals approximately \$590,000 annually with \$324,000 from General Fund, \$12,000 from Airport, \$175,000 from City Schools and \$70,000 from Water Resources.

Attachments

Comcast Enterprise Dark Fiber Agreement

Comcast Enterprise Dark Fiber Amendment

Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the 27th day of November 2024 (“Effective Date”) by and between Comcast Business Communications, LLC (“Company or Comcast”) with offices located at 1701 JFK Blvd Philadelphia, PA 19103 and City of Murfreesboro (“Customer”), with offices located at 111 W Vine St., Murfreesboro, TN 37130. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”) to be provided by Comcast to Customer:

Dark fiber strands as set forth in the Sales Order Form(s) attached hereto.

Term of Agreement (months): Twelve (12)		Agreement Number: TN-DJasi-112724-KA01	
Non-Recurring Charges (“NRC”): \$0.00		Monthly Recurring Charges (“MRC”): \$49,151.25	
Number of Sites: Fifty-one (51)		Estimated Facility Availability Date: Ninety (90) days after mutual execution of the Agreement by the Parties	
Notes / Comments: “Upon the expiration of the initial Service Term set forth herein, Customer shall have the option to renew this Agreement No. TN-DJasi-112724-KA01 for up to two (2) consecutive renewal periods of twelve (12) months each.”			
"For Dark Fiber Lease Agreement No. TN-DJasi-112724-KA01, Customer may terminate any Dark Fiber circuit, without further obligation to Comcast, including Termination Charges."			
"Comcast agrees to delay billing/invoicing following service commencement for the service identified herein, until January 1, 2025."			
Salesperson: Daniel Jasinski		Telephone Number: 801-946-7415	
Sales Director: John Miser		Telephone Number: 615-981-0124	
Customer Contact: Matt Jarratt		Telephone Number: 615-893-5210	

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), Sales Order Form(s), and any jointly executed amendments (“Amendments”), collectively referred to as the “Agreement.” In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Sales Order Form(s). This Agreement shall commence and become a legally binding agreement upon mutual execution of this Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

By signing below, the Parties agree and accept the terms and conditions of this Agreement.

City of Murfreesboro

Comcast Business Communications, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Sales Order Form(s). These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Facilities do not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other facilities or services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION

2.1 Customer, at no cost to Company, shall secure throughout the Term any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Facilities within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of the Facilities. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Facilities in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network").

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Facilities and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Facilities or Network.

2.8 At such time as Company completes installation and connection of the Facilities and equipment, Company shall then notify Customer in writing that the Facilities are available for use and the date of such notice shall be the "Service Date." The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Facilities must be fully compatible with the Facilities. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE FACILITIES

3.1 The Facilities and all other portions of the Network are and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

3.2 Company retains the right to remove the Facilities or Network including, but not limited to, those portions that are located in the Buildings. To the extent Company removes such portion of the Network; it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

3.3 In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. All rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers and Customer will not sell, lease, assign nor encumber any equipment provided by Company. Company does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's

premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premise equipment provided by Company.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Facilities are set forth in the attached Sales Order Form(s) and on the Cover Page. Upon the availability of Facilities, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate acceptable to Comcast prior to the Facility Availability Date, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Facilities, including, without limitation, charges to recover amounts that Company is permitted by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing the Facilities, Customer shall pay Company's additional costs of providing the Facilities under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for twelve (12) months from the Facility Availability Date ("Term"). Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Term or the then current Renewal Term. Effective at any time after the end of the initial Term and from time to time therein, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe,

Customer will be deemed to have accepted the modified pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide access to the Facilities due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of payments due for Facilities actually provided.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 – MAINTENANCE

7.1 Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of the Facilities; provided, that, Customer may incur additional charges for maintenance (at Company's then-existing applicable rates for materials and labor), if the maintenance is caused by the acts or omissions of the Customer. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise

tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in any Facility or Service (individually or collectively, "Liability") shall be limited solely to 1/30th of the Monthly Recurring Charge for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

SECTION 9 – INDEMNIFICATION

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in the Sales Order Form(s) attached hereto. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's action or inaction in enforcing the requirements of this Section shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all rights to access to the Facilities, without liability on the part of Company, and then to notify Customer of the

action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, condemnation of any part of the Network used to provide the Facilities or Services, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it

enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third

Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 – NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: Matt Jarratt
City of Murfreesboro
111 W Vine St
Murfreesboro, TN 37130

To Company:

Attn.: VP – Business Services
Comcast Cable Communications Management, LLC
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department - Operations
Comcast Cable Communications, LLC.
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 – CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: TN-DJasi-112724-KA01

SO ID#: TN-391315-bklinger-27372663

Account Name: City of Murfreesboro

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Matt Jarratt</u> Title: <u>IT Director</u> Address 1: <u>111 W Vine St</u> Address 2: _____ City: <u>Murfreesboro</u> State: <u>TN</u> Zip: <u>37130</u> Phone: <u>(615) 893-5210</u> Cell: _____ Fax: _____ Email: <u>mjarratt@murfreesborotn.gov</u>	Billing Account Name _____ Billing Name _____ (3rd Party Accounts) _____ Billing Contact: <u>Matt Jarratt</u> Title: <u>IT Director</u> Phone: <u>(615) 893-5210</u> Cell: _____ Fax: _____ Email: <u>mjarratt@murfreesborotn.gov</u>	INVOICE ADDRESS Address 1: <u>111 W Vine St</u> Address 2: _____ City: <u>Murfreesboro</u> State: <u>TN</u> Zip Code: <u>37130</u> Tax Exempt: <u>Yes</u> * If Yes, please provide and attach all applicable tax exemption certificates
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SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 12

SUMMARY OF SERVICE CHARGES

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$0.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Change Monthly Recurring Charges:	\$49,151.2
Change Trunk Services Monthly Recurring Charges:	\$0.0
Change Monthly Recurring Charges (all Services):	\$49,151.2

Total Custom Installation Fee:	\$0.00
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Total Monthly Recurring Charges:	\$49,151.2
Total Trunk Services Monthly Recurring Charges:	\$0.0
Total Monthly Recurring Charges (all Services):	\$49,151.2

SUMMARY OF MONTHLY EQUIPMENT FEES

Current Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Change Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Total Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

GENERAL COMMENTS:

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered into between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 ACKNOWLEDGEMENT

Comcast Business Class Voice and Trunking Service ("Voice Services") may have the E911 limitations specified below.

10. In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("**Registered Service Location**"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allow sufficient time for a Registered Service Location change to be processed may also increase these risks.

- * Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.

- * The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.

- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:		Signature:	Sales Rep: Daniel Jasinski
Name:		Name:	Sales Rep E-Mail: daniel_jasinski@comcast.com
Title:		Title:	Region: Atlanta
Date:		Date:	Division: Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Murfreesboro

Date: 11/27/2024

MSA ID#: TN-391315-bklinger

SO ID#: TN-DJasi-112724-KA01

Short Description of Service:

Dark Fiber Admin and PD/Admin

Service Term: 12 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	Dark Fiber Primary Route		City Admin / 111 W Vine St	-	Interstate	1	\$963.75	\$0.00
002	New	Add	Dark Fiber Primary Route		-	Linebaugh Library / 105 W Vine St	Interstate	1	\$963.75	\$0.00
003	New	Add	Dark Fiber Primary Route		-	Bellwood Elem / 1165 Middle Tennessee	Interstate	1	\$963.75	\$0.00
004	New	Add	Dark Fiber Primary Route		-	Cason School / 1330 Cason Ln	Interstate	1	\$963.75	\$0.00
005	New	Add	Dark Fiber Primary Route		-	Siegel Elem / 135 W Thompson Ln	Interstate	1	\$963.75	\$0.00
006	New	Add	Dark Fiber Primary Route		-	OFGC / 1366 Golf Ln	Interstate	1	\$963.75	\$0.00
007	New	Add	Dark Fiber Primary Route		-	MFRD Logistics / 1397 Jones Blvd	Interstate	1	\$963.75	\$0.00
008	New	Add	Dark Fiber Primary Route		-	Mitchel Nielson Elem / 1303 Jones Blvd	Interstate	1	\$963.75	\$0.00
009	New	Add	Dark Fiber Primary Route		-	Station 3 / 1511 Dr Martin Luther King	Interstate	1	\$963.75	\$0.00
010	New	Add	Dark Fiber Primary Route		-	MWRD O&M / 1725 S Church St,	Interstate	1	\$963.75	\$0.00
011	New	Add	Dark Fiber Primary Route		-	Station 8 / 1730 E Northfield Blvd	Interstate	1	\$963.75	\$0.00
012	New	Add	Dark Fiber Primary Route		-	Reeves Rogers Elem / 1807 Greenland	Interstate	1	\$963.75	\$0.00
013	New	Add	Dark Fiber Primary Route		-	Blackfox Elem / 1753 S Rutherford Blvd	Interstate	1	\$963.75	\$0.00
014	New	Add	Dark Fiber Primary Route		-	Airport (Building Tore Down) / 1930 Me	Interstate	1	\$963.75	\$0.00
015	New	Add	Dark Fiber Primary Route		-	Stoney Meadow / 2003 Stoney Meadow	Interstate	1	\$963.75	\$0.00
016	New	Add	Dark Fiber Primary Route		-	Fire Headquarters (Station 1) / 202 E V	Interstate	1	\$963.75	\$0.00
017	New	Add	Dark Fiber Primary Route		-	WWTP / 2032 Blanton Dr,	Interstate	1	\$963.75	\$0.00
018	New	Add	Dark Fiber Primary Route		-	MED / 205 N Walnut	Interstate	1	\$963.75	\$0.00
019	New	Add	Dark Fiber Primary Route		-	McFadden / 211 Bridge Ave	Interstate	1	\$963.75	\$0.00
020	New	Add	Dark Fiber Primary Route		-	MWRD Engineering / 220 NW Broad S	Interstate	1	\$963.75	\$0.00
021	New	Add	Dark Fiber Primary Route		-	Old Fire Admin / 220 NW Broad St	Interstate	1	\$963.75	\$0.00
022	New	Add	Dark Fiber Primary Route		-	Station 6 / 2302 Memorial Blvd	Interstate	1	\$963.75	\$0.00
023	New	Add	Dark Fiber Primary Route		-	SportsCom / 2310 Memorial Blvd	Interstate	1	\$963.75	\$0.00
024	New	Add	Dark Fiber Primary Route		-	Scales Elementary / 2340 St Andrews	Interstate	1	\$963.75	\$0.00
025	New	Add	Dark Fiber Primary Route		-	MCS Admin / 2552 S Church St	Interstate	1	\$963.75	\$0.00
026	New	Add	Dark Fiber Primary Route		-	Station 10 / 2563 Veterans Pkwy	Interstate	1	\$963.75	\$0.00
027	New	Add	Dark Fiber Primary Route		-	Station 7 / 2715 N Thompson Ln	Interstate	1	\$963.75	\$0.00
028	New	Add	Dark Fiber Primary Route		-	Station 2 / 2880 Runnymede Dr	Interstate	1	\$963.75	\$0.00
029	New	Add	Dark Fiber Primary Route		-	MWRD Admin / 300 NW Broad St	Interstate	1	\$963.75	\$0.00
030	New	Add	Dark Fiber Primary Route		-	Station 5 / 3006 Florence Rd	Interstate	1	\$963.75	\$0.00
031	New	Add	Dark Fiber Primary Route		-	Wilderness / 301 Volunteer Rd	Interstate	1	\$963.75	\$0.00
032	New	Add	Dark Fiber Primary Route		-	Hobgood Elem / 307 S Baird Ln	Interstate	1	\$963.75	\$0.00
033	New	Add	Dark Fiber Primary Route		-	Cannonsburgh / 312 S Front St	Interstate	1	\$963.75	\$0.00
034	New	Add	Dark Fiber Primary Route		-	St Clair / 325 Saint Clair St	Interstate	1	\$963.75	\$0.00
035	New	Add	Dark Fiber Primary Route		-	Barfield Maint / 351 Overall St	Interstate	1	\$963.75	\$0.00
036	New	Add	Dark Fiber Primary Route		-	Overall Elem / 429 Otter Trail	Interstate	1	\$963.75	\$0.00
037	New	Add	Dark Fiber Primary Route		-	Solid Waste / 4765 Florence Road	Interstate	1	\$963.75	\$0.00
038	New	Add	Dark Fiber Primary Route		-	Bradley Elem / 511 Doctor Martin Luth	Interstate	1	\$963.75	\$0.00
039	New	Add	Dark Fiber Primary Route		-	Patterson / 521 Doctor Martin Luther K	Interstate	1	\$963.75	\$0.00
040	New	Add	Dark Fiber Primary Route		-	Northfield Elem / 550 W Northfield Blvd	Interstate	1	\$963.75	\$0.00
041	New	Add	Dark Fiber Primary Route		-	Stones River Water / 5528 Sam Jared	Interstate	1	\$963.75	\$0.00
042	New	Add	Dark Fiber Primary Route		-	Street / 620 W Main St	Interstate	1	\$963.75	\$0.00
043	New	Add	Dark Fiber Primary Route		-	Training / 630 W Main St	Interstate	1	\$963.75	\$0.00
044	New	Add	Dark Fiber Primary Route		-	Barfield Admin / 697 Veterans Pkwy	Interstate	1	\$963.75	\$0.00
045	New	Add	Dark Fiber Primary Route		-	Schools Maintenance / 710 New Salem	Interstate	1	\$963.75	\$0.00
046	New	Add	Dark Fiber Primary Route		-	Mitchel Nielson Primary / 711 W Clark	Interstate	1	\$963.75	\$0.00
047	New	Add	Dark Fiber Primary Route		-	John Pittard Elementary / 745 DeJarne	Interstate	1	\$963.75	\$0.00
048	New	Add	Dark Fiber Primary Route		-	Station 9 / 802 Cason Ln	Interstate	1	\$963.75	\$0.00
049	New	Add	Dark Fiber Primary Route		-	Fleet (SID) / 906 Industrial Dr	Interstate	1	\$963.75	\$0.00
050	New	Add	Dark Fiber Primary Route		-	Tennis / 925 Golf Ln	Interstate	1	\$963.75	\$0.00

* Services Location Details attached

PAGE 2 SUBTOTAL: \$48,187.50 \$0.00



Date: 11/27/2024

SO ID#: **TN-DJasi-112724-KA01**

Line										Solution Charges	
	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time	
051	New	Add	Dark Fiber Primary Route		-	Rutherford County Sheriffs Office / 940	Interstate	1	\$963.75	\$0.00	
052	-	-	-		-	-			\$0.00	\$0.00	
053	-	-	-		-	-			\$0.00	\$0.00	
054	-	-	-		-	-			\$0.00	\$0.00	
055	-	-	-		-	-			\$0.00	\$0.00	
056	-	-	-		-	-			\$0.00	\$0.00	
057	-	-	-		-	-			\$0.00	\$0.00	
058	-	-	-		-	-			\$0.00	\$0.00	
059	-	-	-		-	-			\$0.00	\$0.00	
060	-	-	-		-	-			\$0.00	\$0.00	
061	-	-	-		-	-			\$0.00	\$0.00	
062	-	-	-		-	-			\$0.00	\$0.00	
063	-	-	-		-	-			\$0.00	\$0.00	
064	-	-	-		-	-			\$0.00	\$0.00	
065	-	-	-		-	-			\$0.00	\$0.00	
066	-	-	-		-	-			\$0.00	\$0.00	
067	-	-	-		-	-			\$0.00	\$0.00	
068	-	-	-		-	-			\$0.00	\$0.00	
069	-	-	-		-	-			\$0.00	\$0.00	
070	-	-	-		-	-			\$0.00	\$0.00	
071	-	-	-		-	-			\$0.00	\$0.00	
072	-	-	-		-	-			\$0.00	\$0.00	
073	-	-	-		-	-			\$0.00	\$0.00	
074	-	-	-		-	-			\$0.00	\$0.00	
075	-	-	-		-	-			\$0.00	\$0.00	
076	-	-	-		-	-			\$0.00	\$0.00	
077	-	-	-		-	-			\$0.00	\$0.00	
078	-	-	-		-	-			\$0.00	\$0.00	
079	-	-	-		-	-			\$0.00	\$0.00	
080	-	-	-		-	-			\$0.00	\$0.00	
081	-	-	-		-	-			\$0.00	\$0.00	
082	-	-	-		-	-			\$0.00	\$0.00	
083	-	-	-		-	-			\$0.00	\$0.00	
084	-	-	-		-	-			\$0.00	\$0.00	
085	-	-	-		-	-			\$0.00	\$0.00	
086	-	-	-		-	-			\$0.00	\$0.00	
087	-	-	-		-	-			\$0.00	\$0.00	
088	-	-	-		-	-			\$0.00	\$0.00	
089	-	-	-		-	-			\$0.00	\$0.00	
090	-	-	-		-	-			\$0.00	\$0.00	
091	-	-	-		-	-			\$0.00	\$0.00	
092	-	-	-		-	-			\$0.00	\$0.00	
093	-	-	-		-	-			\$0.00	\$0.00	
094	-	-	-		-	-			\$0.00	\$0.00	
095	-	-	-		-	-			\$0.00	\$0.00	
096	-	-	-		-	-			\$0.00	\$0.00	
097	-	-	-		-	-			\$0.00	\$0.00	
098	-	-	-		-	-			\$0.00	\$0.00	
099	-	-	-		-	-			\$0.00	\$0.00	
100	-	-	-		-	-			\$0.00	\$0.00	
101	-	-	-		-	-			\$0.00	\$0.00	
102	-	-	-		-	-			\$0.00	\$0.00	
* Services Location Details attached											
PAGE 3 SUBTOTAL:									\$963.75	\$0.00	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date:11/27/2024

MSA ID#:TN-391315-bklinger

SO ID#:TN-DJasi-112724-KA01

Account Name:City of Murfreesboro

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Linebaugh Library	105 W Vine St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
2	City Admin	111 W Vine St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
3	Bellwood Elem	1165 Middle Tennessee		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
4	Mitchel Nielson Elem	1303 Jones Blvd		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
5	Cason School	1330 Cason Ln		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
6	Siegel Elem	135 W Thompson Ln		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
7	OFGC	1366 Golf Ln		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
8	MFRD Logistics	1397 Jones Blvd		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
9	Station 3	1511 Dr Martin Luther King		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
10	MWRD O&M	1725 S Church St,		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
11	Station 8	1730 E Northfield Blvd		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
12	Blackfox Elem	1753 S Rutherford Blvd		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
13	Reeves Rogers Elem	1807 Greenland Dr		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
14	Airport (Building Tore Down)	1930 Memorial Blvd		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
15	Stoney Meadow	2003 Stoney Meadow		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
16	Fire Headquarters (Station 1	202 E Vine St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
17	WWTP	2032 Blanton Dr,		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
18	MED	205 N Walnut		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
19	McFadden	211 Bridge Ave		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
20	MWRD Engineering	220 NW Broad St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
21	Old Fire Admin	220 NW Broad St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
22	Station 6	2302 Memorial Blvd		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
23	SportsCom	2310 Memorial Blvd		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
24	Scales Elementary	2340 St Andrews Dr		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
25	MCS Admin	2552 S Church St		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
26	Station 10	2563 Veterans Pkwy		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
27	Station 7	2715 N Thompson Ln		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
28	Station 2	2880 Runnymede Dr		Murfreesboro	TN	37127	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
29	MWRD Admin	300 NW Broad St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
30	Station 5	3006 Florence Rd		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
31	Wilderness	301 Volunteer Rd		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	No
32	Hobgood Elem	307 S Baird Ln		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	
33	Cannonsburgh	312 S Front St		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	
34	St Clair	325 Saint Clair St		Murfreesboro	TN	37130	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	
35	Barfield Maint	351 Overall St		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	
36	Overall Elem	429 Otter Trail		Murfreesboro	TN	37128	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	
37	Solid Waste	4765 Florence Road		Murfreesboro	TN	37129	\$0.00	Matt Jarratt	(615) 893-5210	mjarratt@murfreesborotn.gov	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 11/27/2024

MSA ID#: [

TN-391315-bklinger

SO ID#:

TN-DJasi-112724-KA01

Account Name:

City of Murfreesboro

[illegible]

FIRST AMENDMENT
to
Comcast Enterprise Dark Fiber Agreement No. TN-DJasi-112724-KA01

This First Amendment ("Amendment") is concurrently entered into on November 27, 2024 ("Effective Date") in conjunction with the Comcast Enterprise Dark Fiber Lease Agreement No. TN-DJasi-112724-KA01 ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Murfreesboro ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 4.2 of the Comcast Enterprise Dark Fiber Lease Agreement General Terms and Conditions ("General Terms and Conditions") is hereby amended to read as follows:

Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, including but not limited to Tenn. Code Ann. § 12-4-701, the Tennessee Prompt Payment Act, whichever is lower.

2. Article 9.1 of the General Terms and Conditions is hereby amended to read as follows:

To the extent not prohibited by law, subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

3. Article 9.2 of the General Terms and Conditions is hereby amended to read as follows:

The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in Agreement and any amendments thereto, shall be construed as a modification, compromise, or waiver by Customer of any immunities

afforded to it under applicable law or any limits of liability afforded to it by applicable law, including Tennessee Code § 29-20-201, with respect to matters arising out of the Agreement

4. Article 10.1 of the General Terms and Conditions is hereby amended to read as follows:

Customer shall, at its one expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance that with respect to tort claims governed by the Tennessee Governmental Tort Liability Act meets the insurance requirements for governmental entities contained in Tenn. Code Ann. § 29-2-403 and with respect to claims not subject to the Tennessee Governmental Tort Liability Act provides coverage with not less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Comcast acknowledges and accepts that the coverage that may be afforded to Comcast as an additional insured under such policy is solely limited to liability specifically resulting from the conduct of Customer or its employees which may be imputed to Comcast, is subject to the conditions, terms, and exclusions in the policy, and does not operate to provide coverage or indemnification of liability arising from acts or omissions of Comcast or from any other third party. In addition, Customer shall maintain in effect at its own expense "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of Facilities located in Customer's buildings or on the real property on which such buildings are located.

5. Article 16.1 of the General Terms and Conditions is hereby amended to read as follows:

Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation, including pursuant to Tennessee Code § 10-7-503.

6. Article 16.2 of the General Terms and Conditions is hereby amended to read as follows:

Extent to the required by applicable law, customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of Comcast, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties.

7. Article 19 of the General Terms and Conditions is hereby amended to read as follows:

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts.

8. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
9. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Murfreesboro

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Purchase of Falcon 6-ton Patch Body
Department: Street
Presented by: Raymond Hillis, Executive Director – Public Works
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 purchase of a Falcon 6-ton Patch Body.

Staff Recommendation

Approve the purchase of a Falcon 6-ton Patch Body.

Background Information

A patch truck is specifically designed for repairing potholes and other asphalt damage in any weather conditions. Its heated patch body keeps the asphalt at an ideal temperature, allowing for easier application and more durable, long-lasting repairs. The new Falcon 6-ton patch body will replace an outdated unit that was originally purchased in 2018 and is no longer functional. The 2019 Kenworth T370 truck, previously equipped with the old patch body, is being repurposed to carry the new Falcon patch body.

State statute and Council Resolution authorize cooperative purchases. The purchase of the patch body truck is contracted through BuyBoard to provide the most competitive prices for the department's needs.

Council Priorities Served

Expand Infrastructure

Maintaining current roadways at the highest-level permit maximum utilization of this infrastructure.

Fiscal Impact

Funding for this purchase totaling \$159,045 is included in the FY25 Fixed Asset Budget.

Attachments

1. City Contract with Jet-Vac Equipment Company, LLC
2. Price quote for Falcon 6-ton Patch Truck from Jet-Vac Equipment Company, LLC

Agreement for FALCON 6-Ton Patch Truck

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Jet-Vac Equipment Company, LLC** a limited liability company of the State of South Carolina ("Contractor").

This Agreement consists of the following documents:

- This document
- BuyBoard Contract #685-22 with Falcon Road Maintenance Equipment, Inc. (the "BuyBoard Contract");
- Contractor's Quote #Q00417, dated September 17, 2024 (the "Contractor's Quote" or the "Scope of Work"); 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 BuyBoard Contract
- Lastly, Contractor's Quote.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in Contractor's Quote dated September 17, 2024.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for the rebuild of the Falcon Truck that is the subject of this Agreement (the "Vehicle"). Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services.
 3. The Goods identified in the Scope of Work will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any

contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

f. Risk of Loss.

1. Contractor assumes the risk of loss, theft, or damage to the Falcon Patch Truck that is the subject of this Agreement (the "Vehicle") from the time Contractor (or Contractor's agent) accepts the Vehicle for delivery to Contractor's facility, until the City accepts the Vehicle either upon satisfactory completion of the Contractor's services under this Agreement or upon termination of this Agreement.

g. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby, and
 - b. The Vehicle and all the work and all materials or equipment to be incorporated there, whether in storage on or off the site.

Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. All damage, injury, or loss to any property referred to in subparagraph (a) or (b) of this subsection caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- h. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- i. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- j. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. **Term.** The term of this Agreement shall be Ninety (90) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Quote, which reflects a **total price of \$159,045.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Street Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
5. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. **Notices.**

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	Jet-Vac Equipment Company, LLC
City of Murfreesboro	Attn: Justin Khol, President
111 West Vine Street	5746 Broad Street
Murfreesboro, TN 37130	Sumter, SC 29154
	justin@jet-vac.com

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

in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel


pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

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

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

CITY OF MURFREESBORO, TENNESSEE JET- VAC EQUIPMENT, LLC

By: _____
Shane McFarland, Mayor

Signed by: _____
By:  _____
Justin Khol, President


Approved as to form:
Signed by:  _____
Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

14. Performance Bond and Payment Bond.

14.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

- 14.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 14.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 14.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 14.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.



FLORIDA SHERIFFS
ASSOCIATION



Georgia®



Sourcewell

HGACBuy
THE SMART PURCHASING SOLUTION

Date: 09/17/2024

Quoted To:

City of Murfreesboro, TN - Street Dept.
Attn: Accounts Payable
620 West Main Street
Murfreesboro TN 37130

Location: COOKEVILLE

Quote Number: Q00417

Expiry Date: 10/30/2024

Salesperson: JASON LYNN

jason@jet-vac.com

Responsible: BRITTANY WINDHAM

brittany@jet-vac.com

Attention: Jamie Walden

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

FALCON 6-Ton Patch Truck

154,045.00

single diesel burner, one-piece ceramic combustion chamber.

Included specifications:

Hydraulic loading and unloading doors

Battery charger package

Smart Control package including: voltmeter, VIP, 7-day timer, temperature gauge, hour meter, and diagnostic package.

Dumping frame

Electric/Hydraulic System

Shovel apron

Skirting kit and bumper

Hopper access platform

Platform railings

Ladder - 3 step

Tool box - lane side

Pylon holders

Tool holders

Federal signal lighting kit, including:

stop/tail/turn/reverse, markers, arrow board, work lights for hopper, platform and rear of machine, and beacon.

Additional loading door lever near truck cab

Backup camera

Fire extinguisher

DOT reflective tape

DOT compliance kit: flares, triangles, etc.

Mounted on chassis

Optional Equipment Included In Total:

50-gallon tack tank [\$8,165]
Spray system for tack tank with hose reel [\$5,274]
Washdown system with hose reel [\$2,021]
15 gal plastic water tank [\$2,021]
Torch with bracket for 20lb tank and hose reel [\$2,059]
Spoils bin [\$1,096]
Electric hoist with tray for plate compactor [\$3,274]
Furnish and Install PTO & Hydraulics [\$3,577]

Additional Charges

EQP SHIPPING

5,000.00

Comments

BuyBoard

Proposal Tabulation No. 685-22 - Construction, Road and
Bridge, and Other Related Equipment

QUOTE AMOUNT REFLECTS BUYBOARD PRICING & INCLUDES 10%
CONTRACT DISCOUNT

Selling Price:	159,045.00
Tax:	
Net Selling Price:	159,045.00

Accepted by:

Prepared by:

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Purchase of Snow Plows
Department: Street
Presented by: Raymond Hillis, Executive Director – Public Works
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 purchase of snow plows for Street Department trucks.

Staff Recommendation

Approve the purchase of six Boss 8' Super Duty Steel Plows, one Boss 7'6" HTX Steel Plow, and one Front Plow 10' Single Axel Package with Air Controls

Background Information

Snow plows remove snow and ice from roadways and improve safety and accessibility during and after snowfall by clearing pathways for vehicles. They also reduce the risk of accidents caused by slippery conditions.

State statute and Council Resolution authorize cooperative purchases. Purchase of the snow plows is contracted through Sourcewell to provide the most competitive prices for the department's needs.

Council Priorities Served

Expand Infrastructure

Maintaining current roadways at the highest-level permit maximum utilization of this infrastructure.

Fiscal Impact

Funding for these purchases totaling \$98,454 is included in the FY25 Fixed Asset Budget.

Attachments

1. City Contract with Viking-Cives Midwest, Inc.
2. Price quotes for Snow Plows from Viking-Cives Midwest, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR PURCHASE OF SNOW PLOWS**

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 **VIKING-CIVES MIDWEST, INC.**, a corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with Viking-Cives #062222-VCM, hereinafter "Sourcewell Contract"*
- *Price Quotes from Viking Cives Midwest, Inc including #172219 dated September 23, 2024, #172218 dated September 23, 2024, #172217 dated September 23, 2024, #172216 dated September 23, 2024, #172213 dated September 23, 2024, and Quote #171395 dated July 19, 2024, for Various Snow Plows with Accessories as Listed, hereinafter "Contractor's Quote"*
- *Any properly executed amendments to this Agreement*

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase:
 - a. One (1) Boss 8' Super Duty Steel Plow Assembly for 2017 Ford F250 as detailed in Quote #172219 dated September 23, 2024
 - b. One (1) Boss 8' Super Duty Steel Plow Assembly for 2018 Dodge 2500 as detailed in Quote #172218 dated September 23, 2024
 - c. One (1) Boss 7'6" HTX Steel Plow Assembly for 2018 Chevy Silverado 1500 as detailed in Quote #172217 dated September 23, 2024
 - d. Three (3) Boss 8' Super Duty Steel Plow Assembly for 2019 Chevy Silverado 2500 as detailed in Quote #172216 dated September 23, 2024
 - e. One (1) Boss 8" Super Duty Steel Plow Assembly for 2020 Chevy Silverado 2500 as detailed in Quote #172213 dated September 23, 2024
 - f. One (1) Front Plow 10' Single Axel Package with Air Controls for Kenworth Truck as detailed in Quote #171395 dated July 19, 2024
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on August 15, 2026. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

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

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quotes as:
 - i. One (1) Boss 8' Super Duty Steel Plow Assembly for 2017 Ford F250 as detailed in Quote #172219 dated September 23, 2024, for a price of \$10,942.00
 - ii. One (1) Boss 8' Super Duty Steel Plow Assembly for 2018 Dodge 2500 as detailed in Quote #172218 dated September 23, 2024, for a price of \$10,942.00
 - iii. One (1) Boss 7'6" HTX Steel Plow Assembly for 2018 Chevy Silverado 1500 as detailed in Quote #172217 dated September 23, 2024, for price of \$9,306.00
 - iv. Three (3) Boss 8' Super Duty Steel Plow Assembly for 2019 Chevy Silverado 2500 as detailed in Quote #172216 dated September 23, 2024, for a price of \$32,826.00
 - v. One (1) Boss 8" Super Duty Steel Plow Assembly for 2020 Chevy Silverado 2500 as detailed in Quote #172213 dated September 23, 2024, for a price of \$10,942.00
 - vi. One (1) Front Plow 10' Single Axel Package with Air Controls for Kenworth Truck as detailed in Quote #171395 dated July 19, 2024 for a price of \$23,496.00

for a total purchase price of \$98,454.00. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.

- b. Deliveries and pick-up of all items for the Street Department shall be made within 180 days of issuance of Purchase Order to Attn: Tracy Brown – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: tbrown@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.
- 4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.
- 5. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

<i>If to the City of Murfreesboro:</i> City of Murfreesboro Attn: City Manager 111 West Vine Street Murfreesboro, TN 37130	<i>If to the Contractor:</i> Viking-Cives Midwest Attn: Chris Pobst 22956 Highway 61 PO Box 295 Morley, MO 63767 cpobst@vikingcives.com
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7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's 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 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

VIKING-CIVES MIDWEST, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Chris Polst
Chris Polst, Sales

APPROVED AS TO FORM:

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



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

Quote

Quote #	Date
171395	07/19/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	07/19/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0100, SW-TK0554, NJ2500)	1.00	EA	0.00	0.00
SW-TK0100	10' Single axle pkg with air controls	1.00	EA	162,520.00	162,520.00
NJ2500	Discounted equipment price at 25% off MSRP is \$121,890.00	1.00	EA	-139,024.00	-139,024.00
	Option to modify package with 25% off MSRP, variations from contract item include:				
	- Does not include body				
	- Does not include spreader				
	- Plow				
	- Hydraulic pump				
SALES	Front plow install for customer's existing Kenworth truck, which includes installation, modifications to Kenworth hood, and the following parts:	1.00	EA	0.00	0.00
SALES	TDOT-style lo-pro pin-type front hitch kit for Kenworth	1.00	EA	0.00	0.00
S7310	30-1/2" pin type swivel w/ hardware	1.00	EA	0.00	0.00
S7247	MW30R10 RBA Moldboard Assembly	1.00	EA	0.00	0.00
S7212	MW LW Pushframe Assy w/ 2MKIT-4 Hose Kit	1.00	EA	0.00	0.00
S7208	MW LW COMPRESSION SPRING ARMS x3	1.00	EA	0.00	0.00
S7344	MW two chain lift	1.00	EA	0.00	0.00
S7350	12" Rubber deflector installed on a 10' plow	1.00	EA	0.00	0.00
S7355	36" plow markers, orange plastic	1.00	EA	0.00	0.00
S7356	Parking jack for plow push frame (each)	1.00	EA	0.00	0.00
S7295	Kueper GK5 rubber cutting edge with ceramic wear inserts for 10' plow w/ hardware	1.00	EA	0.00	0.00



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

Quote

Quote #	Date
171395	07/19/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	07/19/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	TDOT-style plow light kit for Kenworth, includes installation	1.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com
Memo: SOURCEWELL

Sub-Total	23,496.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	23,496.00

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

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

*Quoted price does not include any applicable taxes

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis



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

Quote

Quote #	Date
172213	09/23/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	09/23/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0558, SW-TK0554, NJ2500)	1.00	EA	0.00	0.00
SW-TK0558	Medium duty electric package MSRP list price is shown	1.00	EA	91,792.67	91,792.67
NJ2500	Discounted equipment price at 25% off MSRP is \$68,777.000 Option to modify package with 25% off MSRP, variations from contract item include: - Does not include body - Does not include spreader	1.00	EA	-80,850.67	-80,850.67
SALES	Boss 8' Super Duty (steel) plow assembly for 2020 Chevy Silverado 2500, which includes labor to install and the following items:	1.00	EA	0.00	0.00
43140201	STB03167 BLADE CRATE, 8'STR BLD SUPER	1.00	EA	0.00	0.00
43140392	STB15020B, PLOW BOX, RT3-STR, SH2 SUPER,SL3	1.00	EA	0.00	0.00
43140556	LTA15350, UC/RT3,GM 2500/3500,20+	1.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	1.00	EA	0.00	0.00
44844172	MSC25000 13-Pin Truck Side Wiring Harness,	1.00	EA	0.00	0.00
43140555	MSC15375, ADAPTER-LIGHT,GM 1500 19+,13PIN	1.00	EA	0.00	0.00
43140281	MSC01565, SNOW DEFLECTOR	1.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com

Memo: SOURCEWELL

Sub-Total	10,942.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	10,942.00

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

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

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

**Please note if chassis is furnished. It is as a convenience and terms are Net Due on Receipt of Chassis*



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

Quote

Quote #	Date
172216	09/23/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	09/23/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0558, SW-TK0554, NJ2500)	3.00	EA	0.00	0.00
SW-TK0558	Medium duty electric package MSRP list price is shown	3.00	EA	91,792.67	275,378.01
NJ2500	Discounted equipment price at 25% off MSRP is \$68,777.000 Option to modify package with 25% off MSRP, variations from contract item include: - Does not include body - Does not include spreader	3.00	EA	-80,850.67	-242,552.01
SALES	Boss 8' Super Duty (steel) plow assembly for 2019 Chevy Silverado 2500, which includes labor to install and the following items:	3.00	EA	0.00	0.00
43140201	STB03167 BLADE CRATE, 8'STR BLD SUPER	3.00	EA	0.00	0.00
43140392	STB15020B, PLOW BOX, RT3-STR, SH2 SUPER,SL3	3.00	EA	0.00	0.00
43140333	LTA09201B, UC/RT3, CHEVY 3/4 & 1 TON, '11 & NEWER	3.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	3.00	EA	0.00	0.00
44844172	MSC25000 13-Pin Truck Side Wiring Harness,	3.00	EA	0.00	0.00
43140332	MSC09044, LIGHT ADAPTER,CHEVY 1500,14+,13PIN	3.00	EA	0.00	0.00
43140281	MSC01565, SNOW DEFLECTOR	3.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com
Memo: SOURCEWELL

Sub-Total	32,826.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	32,826.00

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

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

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*



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

Quote

Quote #	Date
172217	09/23/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	09/23/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0558, SW-TK0554, NJ2500)	1.00	EA	0.00	0.00
SW-TK0558	Medium duty electric package MSRP list price is shown	1.00	EA	91,792.67	91,792.67
NJ2500	Discounted equipment price at 25% off MSRP is \$68,777.000 Option to modify package with 25% off MSRP, variations from contract item include: - Does not include body - Does not include spreader	1.00	EA	-82,486.67	-82,486.67
SALES	Boss 7'6" HTX (steel) plow assembly for 2018 Chevy Silverado 1500, which includes labor to install and the following items:	1.00	EA	0.00	0.00
43140216	STB18976 BLADE CRATE (SNOWPLOW), 7-6,HTX STEEL STB	1.00	EA	0.00	0.00
43140411	STB10321C, PLOW BOX STR RT3,W/SH2 HTX,SL3	1.00	EA	0.00	0.00
43140515	LTA09002C, UC/RT3,HTX/SPORT,CHEVY 1/2 TON,07UP	1.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	1.00	EA	0.00	0.00
44844172	MSC25000 13-Pin Truck Side Wiring Harness,	1.00	EA	0.00	0.00
43140332	MSC09044, LIGHT ADAPTER,CHEVY 1500,14+,13PIN	1.00	EA	0.00	0.00
SALES	MSC04587C - Snow Deflector - HTX-V, HTX STB, UTV, ATV & SR STB	1.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com
 Memo: SOURCEWELL

Sub-Total	9,306.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	9,306.00

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

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

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*



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

Quote

Quote #	Date
172218	09/23/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	09/23/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0558, SW-TK0554, NJ2500)	1.00	EA	0.00	0.00
SW-TK0558	Medium duty electric package MSRP list price is shown	1.00	EA	91,792.67	91,792.67
NJ2500	Discounted equipment price at 25% off MSRP is \$68,777.000 Option to modify package with 25% off MSRP, variations from contract item include: - Does not include body - Does not include spreader	1.00	EA	-80,850.67	-80,850.67
SALES	Boss 8' Super Duty (steel) plow assembly for 2018 Dodge 2500, which includes labor to install and the following items:	1.00	EA	0.00	0.00
43140201	STB03167 BLADE CRATE, 8'STR BLD SUPER	1.00	EA	0.00	0.00
43140392	STB15020B, PLOW BOX, RT3-STR, SH2 SUPER,SL3	1.00	EA	0.00	0.00
43140338	LTA04770D, UC/RT3, DODGE, 3/4 & 1 TON, 2003 & UP	1.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	1.00	EA	0.00	0.00
44844172	MSC25000 13-Pin Truck Side Wiring Harness,	1.00	EA	0.00	0.00
43140481	MSC25009 KIT-WIRING,RT3 SH2,12V,RAM 25-5500,15+	1.00	EA	0.00	0.00
43140281	MSC01565, SNOW DEFLECTOR	1.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com

Memo: SOURCEWELL

Sub-Total	10,942.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	10,942.00

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

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

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*



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

Quote

Quote #	Date
172219	09/23/24

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

Ship To	
CITY OF MURFREESBORO	
4753 Florence Rd	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KT	09/23/24		Whites Creek, TN	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (20562) Item sold (SW-TK0558, SW-TK0554, NJ2500)	1.00	EA	0.00	0.00
SW-TK0558	Medium duty electric package MSRP list price is shown	1.00	EA	91,792.67	91,792.67
NJ2500	Discounted equipment price at 25% off MSRP is \$68,777.000 Option to modify package with 25% off MSRP, variations from contract item include: - Does not include body - Does not include spreader	1.00	EA	-80,850.67	-80,850.67
SALES	Boss 8' Super Duty (steel) plow assembly for 2017 Ford F250, which includes labor to install and the following items:	1.00	EA	0.00	0.00
43140201	STB03167 BLADE CRATE, 8'STR BLD SUPER	1.00	EA	0.00	0.00
43140392	STB15020B, PLOW BOX, RT3-STR, SH2 SUPER,SL3	1.00	EA	0.00	0.00
43140449	LTA10200, UC,RT3,FORD,2017&UP	1.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	1.00	EA	0.00	0.00
44844172	MSC25000 13-Pin Truck Side Wiring Harness,	1.00	EA	0.00	0.00
43140258	MSC09455, ADAPTER-LIGHT, FORD LED 15-19, 13PIN	1.00	EA	0.00	0.00
43140281	MSC01565, SNOW DEFLECTOR	1.00	EA	0.00	0.00

Prepared By: cpobst@vikingcives.com

Memo: SOURCEWELL

Sub-Total	10,942.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	10,942.00

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

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

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*

COUNCIL COMMUNICATION
Meeting Date: 12/19/2024

Item Title: Purchase of Rock Salt
Department: Street
Presented by: Raymond Hillis, Executive Director – Public Works
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 purchase of 1,000 tons of Rock Salt under the State Contract.

Staff Recommendation

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

Background Information

Rock Salt is required annually to ensure streets remain passable during winter weather events. We would like to purchase from Compass Minerals, an approved supplier for this region under the State of Tennessee contract.

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

This expenditure will total \$106,680 and is funded by the Department's operating budget.

Attachments

Compass Minerals Purchase Order Agreement for Rock Salt

**Sold-To ("Buyer"):**

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

Date: Dec 4, 2024**Document:** 1001150**Tel:** 615-893-4380**Fax:****Email:** tbrown@murfreesborotn.gov**Customer#:** CH704473**Preferred:** Email**Delivery Lead Time:** 7 day(s)**Compass Minerals America Inc. (Seller)/ Quotation for bulk de-icing salt(the "Product")**

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
1	1,000	Murfreesboro TN City of 4753 Florence Road Public Works Garage MURFREESBORO, TN 37129 Destination #: CSH758016	\$106.68 Delivered	Depot: 20898-CLARKSVILLE - WINN Product: BULK COARSE LA - HWY Mode of Transport: DMP Distance: 78 Miles

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

Price(s) effective through Mar 31, 2025

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

Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
- * Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

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

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

Signed by:

Austin Hillbrands

Highway Sales Manager
Compass Minerals America Inc.

Accepted By:

Signature :

Title :

Name :

Date :

Please sign and return by e-mail to highwaygroup@compassminerals.com
Or by Mail Order placement and inquiries Monday through Friday - 7:30 am to 5:00 pm
9900 W. 109th Street, Suite 100, Overland Park, KS 66210

APPROVED AS TO FORM

Adam F. Tucker, City Attorney

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

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

Item Title: Agreement for Intergovernmental Services

Department: Administration

Presented by: Darren Gore

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 agreement with Ramsey Farrar Russell & Smith, LLC for intergovernmental services including legislative services at the General Assembly.

Staff Recommendation

Approve agreement with Ramsey Farrar Russell & Smith, LLC for the 2022 Legislative Sessions.

Background Information

For the past several years, Russ Farrar and his associates at Ramsey, Farrar Russell & Smith have provided the City with legislative monitoring and lobbying services at the General Assembly. Additionally, Mr. Farrar and others with the firm provide the City with additional information regarding communications and decision from the Executive Branch. The City has been well served by the services of Ramsey, Farrar Russell & Smith, which allows the City to have a strong voice in legislative affairs.

Council Priorities Served

Establish strong City brand

Legislative decisions have a significant impact on the operations and services provided by the City. Maintaining a well-respected, effective voice at the legislative level is critical for the City continue developing a strong citizen-oriented brand identity.

Fiscal Impact

This expenditure, \$50,000 in FY25, is funded by the Department's budget and the portion expended in the next fiscal year will be similarly budgeted.

Attachments

Professional Services Agreement with Ramsey Farrar Russell & Smith, L.L.C.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MURFREESBORO
AND RAMSEY FARRAR RUSSELL & SMITH, L.L.C.**

This agreement (the "Contract") entered into this ____ day of _____, 2024 by and between **CITY OF MURFREESBORO**, and **RAMSEY FARRAR RUSSELL & SMITH, L.L.C.**, hereinafter referred to as "CONSULTANT."

I. SCOPE OF WORK

The CONSULTANT shall assist designated agents of **CITY OF MURFREESBORO** in informing elected officials of the Tennessee General Assembly as well as the administration about their programs and services and advocate its position on issues. Any additional services and fees for such services shall be in writing and attached as amendments hereto.

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence January 1, 2025 and terminate on December 31, 2025, unless otherwise extended by mutual agreement of the parties.

2. **CITY OF MURFREESBORO** agrees to compensate the CONSULTANT for the provision of Services herein the sum total of Fifty Thousand Dollars (\$50,000) (the "Fee"). In satisfaction of this fee, payment shall be due to CONSULTANT pursuant to the following schedule:

- \$4,166.67 on January 15, 2025;
- \$4,166.67 on February 1, 2025;
- \$4,166.67 on March 1, 2025;
- \$4,166.67 on April 1, 2025;
- \$4,166.67 on May 1, 2025;
- \$4,166.67 on June 1, 2025;
- \$4,166.67 on July 1, 2025;
- \$4,166.67 on August 1, 2025;
- \$4,166.66 on September 1, 2025;
- \$4,166.66 on October 1, 2025;
- \$4,166.66 on November 1, 2025;
- \$4,166.66 on December 1, 2025.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by J. Russell Farrar for the CONSULTANT. The CONSULTANT

further certifies that all of its employees assigned to serve **CITY OF MURFREESBORO** have such knowledge and experience as required to perform the duties assigned to them.

2. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of **CITY OF MURFREESBORO**. The CONSULTANT will be deemed an independent contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give **CITY OF MURFREESBORO** the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of **CITY OF MURFREESBORO** only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of **CITY OF MURFREESBORO** and that CONSULTANT has been retained by **CITY OF MURFREESBORO** to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages). CONSULTANT shall establish its own place, time, conditions and methods of work. **CITY OF MURFREESBORO** shall not be responsible and will not be liable for payments of any federal, state or local taxes or fees that arise out of this Contract and the work contemplated herein.

3. TERMINATION OR ABANDONMENT

Either **CITY OF MURFREESBORO** or the CONSULTANT may terminate the Contract upon ninety (90) days written notice to the other party for any cause or no cause. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any work performed as of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of **CITY OF MURFREESBORO** prior to payment for the Services rendered.

4. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of **CITY OF MURFREESBORO** as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

5. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

To the extent permitted by Tennessee law, **CITY OF MURFREESBORO** shall indemnify, defend, save and hold harmless the CONSULTANT, and its partners, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages arising out of or resulting from any negligent or intentionally wrongful actions or inactions caused by **CITY OF MURFREESBORO**, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

6. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services.

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Davidson County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Davidson County, Tennessee.

7. ENTIRE AGREEMENT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

8. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

9. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part

hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

10. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

11. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

12. INCORPORATION OF OTHER DOCUMENTS

CONSULTANT shall provide Services pursuant to this Contract and in accordance with the Scope of Work identified herein. It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and any other proposals offered by either the CONSULTANT or **CITY OF MURFREESBORO**, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.

13. OWNERSHIP AND USE OF DOCUMENTS

The CONSULTANT warrants that all work produced under this Contract, whether in written or electronic form, shall be the original work of CONSULTANT unless otherwise stated in writing. Ownership of all results and documents delivered shall pass to **CITY OF MURFREESBORO** upon delivery.

14. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY OF MURFREESBORO:

Darren Gore
111 West Vine Street
Murfreesboro, Tennessee 37133

CONSULTANT:

RAMSEY FARRAR SMITH & RUSSELL
L.L.C.
Attn: J. Russell Farrar, Esq.
12 Cadillac Drive, Suite 480
Brentwood, TN 37027

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this PROFESSIONAL SERVICES AGREEMENT BETWEEN **CITY OF MURFREESBORO AND RAMSEY, FARRAR RUSSELL & SMITH, L.L.C.** as of the date above written.

CITY OF MURFREESBORO

**RAMSEY, FARRAR RUSSELL & SMITH,
L.L.C.**

BY: _____
SHANE MCFARLAND,
MAYOR

BY: _____
J. RUSSELL FARRAR,
FOUNDING PARTNER

APPROVED AS TO FORM

Signed by:


43A2036E51F9401...
Adam F. Tucker, City Attorney

No Items.

COUNCIL COMMUNICATION

Meeting Date: 12/19/2024

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
KCM Food Corporation	U & I	2069 Lascassas Pike	On-Premises	Restaurant	Name Change/Ownership Change

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	KCM Food Corporation
Name of Business	U & I
Business Location	2069 Lascassas Pike
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Eun Hee Ku
Age	52
Residency City/State	Nashville, TN
Race/Sex	Asian/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
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Occupancy Application Approved?	No
----------------------------------------	----

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.

