

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
February 27, 2025

Public Comment on Actionable Agenda Items

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: National Athletic Training Month Proclamation

Consent Agenda

1. Lease for Wee Care Day Care (Administration)
2. Professional Services Supplement #1 - St. Andrews Drive Widening (Engineering)
3. Elevator Maintenance Services Agreement Revival (Facilities)
4. HVAC Renovations at Reeves-Rogers Elementary Final Change Order (Facilities)
5. HVAC Renovations at Hobgood Elementary Final Change Order (Facilities)
6. RFCSP Use Approval for Health Services (Purchasing)
7. Telephony Service Agreement (Information Technology)
8. Change Order to Computer-Aided Dispatch Rehosting (Police)
9. Change Order Four to the Motorola Agreement for Public Safety Communications Equipment (Police)

Minutes

10. City Council Meeting Minutes (Finance)

New Business

Land Use Matters

11. Sewer Allocation Variance- Beasie Road – Cintas (Planning)

Resolution

12. Resolution to File FTA Applications (Transportation)

On Motion

13. Presentation of FY24 Audit Report (Finance)
14. Patterson Park Chiller Replacement (Facilities)
15. Construction Administration Contract for Blackman/Burnt Knob/Manson Intersection (Engineering)
16. Professional Services Contract - Bridge Avenue Bridge Replacement (Engineering)

17. Professional Services Supplement #1 - Rutherford Blvd and SE Broad Intersection (Engineering)
18. Tommy Bragg Drive Final Change Order (Engineering)
19. Cherry Lane 2 Wetland/Stream Credit Funding Approval (Engineering)
20. Purchase of Drones (Fire)
21. Purchase of Turnout Gear (Fire)
22. Murfreesboro Medical Clinic Contract Amendment (Fire)
23. Physical Therapy and Nutrition Program Contracts (Fire)
24. Sewer Ordinance Amendments – MCC Section 33-2.1.1 (Administration)
25. MTSU Service Fee Agreement for Residential Properties (Administration)

Board & Commission Appointments

26. Airport Commission (Mayor)
27. Golf Commission (Mayor)
28. Community Investment Trust Committee (Mayor)
29. Board of Trustees and Committee on Contributions (Mayor)
30. Rutherford County Library Board of Directors (Mayor)

Licensing

31. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Lease for Wee Care Day Care
Department: Administration
Presented by: Angela Jackson, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider renewal of lease agreement with Wee Care Day Care.

Staff Recommendation

Approve lease agreement with Wee Care Day Care.

Background Information

Wee Care Day Care is a nonprofit organization that serves low-income families and is licensed by the State of Tennessee to provide childcare services for children ages six-weeks to five-years. The facility housing Wee Care is City-owned and located at 510 Hancock Street, adjacent to Patterson Park Community Center. It was constructed in 1980 with funds provided by the Department of Housing and Urban Development's Community Development Grant and has been utilized by Wee Care exclusively since then.

The Strategic Partnership process requires assessment and reporting to ensure measurable goals and objectives are met, and tracks not only direct funding, but also in-kind services. The renewal of this lease allows an extension of the existing agreement.

Council Priorities Served

Responsible Budgeting

Strategic Partnerships identify and support value-added services that directly impact and enhance the City's mission.

Fiscal Impact

None. The lease continues as an in-kind contribution by the City to Wee Care Day Care for monthly rental that is valued at \$2,750 per month.

Attachment

Lease Agreement

THIS INSTRUMENT PREPARED BY:
John Tully
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
(615) 849-2616

LEASE AGREEMENT

This Lease Agreement made and entered into on _____, by and between **CITY OF MURFREESBORO**, a municipal corporation organized pursuant to the laws of the state of Tennessee and located in Rutherford County, hereinafter referred to as "Lessor" and **WEE CARE DAY CARE CENTER**, a non-profit Tennessee corporation, with its principal office currently at 510 South Hancock Street, Murfreesboro, Tennessee, hereinafter referred to as "Lessee":

W I T N E S S E T H:

Subject to the terms and conditions hereinafter set forth, Lessor lets and leases unto Lessee and Lessee hereby accepts as tenant of said Lessor, the Day Care Center Building and adjacent land contiguous thereto and fenced, located at 510 South Hancock Street, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee. Wee Care Day Care shall use the Premises to serve the community as a childcare provider appropriately licensed with the Tennessee Department of Human Services.

1. The term of the Lease shall be for one year, from February 20, 2025 to February 19, 2027.
2. The monthly rental shall be \$2,750.00 per month; PROVIDED HOWEVER that for so long as the Lessee is not in default of any provision of this Lease, Lessor shall treat the monthly rent as an in-kind contribution.
3. The Lessee shall maintain liability insurance on the Property and shall name the Lessor as an additional insured. Annually, Lessee shall provide Lessor a copy of the insurance certificate and endorsement naming Lessor as an additional insured. Lessee shall provide Lessor with a copy of such insurance policy upon request. The Lessee shall maintain a minimum of One Million Dollar combined single limits for general liability, professional liability, automobile liability, and non-owned liability insurance. Notwithstanding the foregoing, Lessor may require Lessee to maintain minimum liability limits greater than One Million Dollars as provided herein, upon review by Lessor annually upon renewal based upon the Consumer Price Index for Cost of Living and other relevant factors bearing upon the subject of liability insurance.
4. The Lessee shall maintain worker's compensation insurance on all employees, if required by law and shall assure that employees of any partner or subtenant organizations are likewise covered by workers' compensation if required by law. If workers' compensation insurance is not required by law, Lessee shall ensure that its employees or volunteers, and the employees and volunteers of any partner or subtenant organizations, are covered by appropriate insurance covering accidental injury suffered while on or about the Premises.
5. The Lessor shall maintain fire and casualty insurance on the building. Lessee shall be solely responsible for providing fire, casualty or other such insurance in appropriate amounts on personal property, furnishings or other building contents.
6. The Lessor shall be responsible for maintaining the roof and the structural exterior walls. All other maintenance and repairs shall be at the expense of the Lessee. Lessee shall be responsible for all mechanical, electrical, heating and air-conditioning, equipment, appliances, and plumbing. Lessee shall be responsible for maintenance of the parking lot, driveway and grounds. Lessee shall be solely responsible for providing playground equipment and ensuring that the playground meets all applicable regulations and requirements solely at their expense. In the event maintenance or repairs are required, Lessor shall perform an inspection and provide a deadline to Lessee for time to complete the work.

7. The Lessee shall be responsible for paying all utilities.
8. The Lessee shall continue to satisfy the purposes set forth in its Charter for Non-Profit Corporation filed with the Secretary of State of Tennessee on January 3, 1980 and shall satisfy the requirements of an 25 U.S.C. § 501 (c)(3) corporation. Any deviation will be treated as a breach of this Lease Agreement. In addition, the Lessee shall make its books and records available to the City of Murfreesboro at all reasonable times. The Lessee shall submit its proposed budget annually and also an exact statement of its actual operating expenses for the previous year.
9. Lessee shall maintain a childcare license with the State of Tennessee in good standing throughout the duration of this lease. If such childcare license is suspended or revoked for any reason, the City reserves it right to immediately terminate this Lease Agreement.
10. The Lessee covenants and agrees that it will not otherwise sublet any part of the Leased Premises, or assign the Lease or any part thereof, without the prior written consent of Lessor.
11. Lessee hereby covenants and agrees that it will not discriminate against any person on any unlawful basis, including but not limited to race, religion, national origin, age, sex, or disability and that its programs and services comply with the Americans with Disability Act. Lessee further covenants and agrees that it will ensure that any partner or subtenant organizations likewise will abide by this provision.
12. Lessee agrees that all new construction and all activities shall be in conformity with the Americans with Disabilities Act.
13. Lessee shall have the right, at Lessee's cost and expense, to make alterations and additions to the building located on the Property let hereby, provided, however, that major alterations and additions of \$7,500.00 or more are first approved by Lessor in writing, which approval will not be unreasonably withheld. Such alterations and additions shall be in accord with the laws, rules and regulations of applicable governmental authority or any agency thereof and Americans with Disabilities Act as provided in the paragraph 12.
14. Lessor shall have the right to inspect the Property. Lessee shall provide the Lessor a copy of inspections performed by the State of Tennessee or other governing body within 30 calendar days of receipt, providing evidence of compliance, correction action taken or planned by the abatement date indicated on the notice.
15. The Lessee shall provide maintenance and inspection reports to include:
 - a. Quarterly inspections completed by Lessee;
 - b. Facility budget and record of expense for repairs and improvements;
 - c. Maintenance activity checklists (completed, required/scheduled for completion, & future needs)
16. The Lessee shall provide basic termite/pest control protection to the Structure. Basic termite/pest control shall encompass an annual termite inspection with treatment as needed and pest control as needed.
17. The Lessee covenants and agrees as follows:
 - a. To indemnify Lessor against, and to hold Lessor free and harmless from loss from, each and every claim and demand of whatever nature, made on behalf of Lessee or any other person or persons, for any wrongful or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions;
 - b. That no signs or advertising may be erected or posted on the above described Property without the prior written approval of Lessor and that any signage erected with Lessor's approval shall comply with the City of Murfreesboro Sign Ordinance;
 - c. To observe and obey all rules, regulations and procedures promulgated by Lessor;

- d. To Follow all rules and regulations of the State Fire Marshall's Office, the Murfreesboro Fire Department, the City of Murfreesboro, and the Rutherford County Health department while utilizing the kitchen on these Premises.
 - e. Lessee agrees and understands that no children under the age of eighteen (18), including children of Lessee's employees, shall be allowed in the kitchen at any time.
18. The Lessee shall provide the Lessor, upon request, access to any and all records of Lessee relative to this Agreement, and shall respond to the Lessor's requests for information, as necessary for Lessor to verify and/or determine Lessee's compliance with the terms of this Lease Agreement and Lessee shall provide copies of same to Lessor if necessary.
19. Either Party may terminate the Lease Agreement, with thirty (30) days written notice. Termination may result from a Party's failure to abide by the terms of this Lease Agreement. In the event of a breach of the Lease Agreement, the non-breaching party may, but is not required to, give the breaching party an opportunity to timely correct the default. In the event the breaching party defaults in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from the non-breaching party, the non-breaching party at its option may at once terminate this Lease by written notice to the breaching party, whereupon this Lease shall end.
20. Upon termination or expiration of this Lease, Lessee shall peaceably surrender to Lessor the Property in as good order and condition as when received, reasonable use and wear thereof (and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Lessee has no control or acts for which Lessor is responsible pursuant to this Lease), excepted. Upon expiration or termination of the Lease, improvements made to the Property shall revert to Lessor. Notwithstanding the above, Lessee shall have the right to remove any trade fixtures from such Property, subject to Lessee's obligation to repair any damage to the Property resulting from such removal.
21. The Lessee shall provide an authorized person to be the point of contact for the Lessor and such person shall be responsible for updating the Lessor with any changes relative to the officers of the Lessee, addresses, telephone numbers, etc.
22. If the Property becomes inoperable or unusable or the Lessor discontinues operation, then the Lessor has no obligation to provide substitute space for Lessee's use.
23. Time is of the essence of this Lease Agreement. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of Lessor and Lessee, their successors and assigns.
24. If Lessee remains in possession of the premises after the expiration of the term hereof or any extension thereof, Lessee shall be a tenant at will and there shall be no automatic renewal of this Lease by operation of law.
25. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:
- | | |
|---|--|
| To Lessor at:
City of Murfreesboro
Attention: City Manager
111 West Vine Street
Murfreesboro, TN 37130 | To Lessee at:
Wee Care Day Care Center
c/o Hope Oliver, Board Chair
510 South Hancock Street
Murfreesboro, TN 37130 |
|---|--|
26. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.
27. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of the Lessor and the Lessee, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

CITY OF MURFREESBORO

WEE CARE DAY CARE CENTER

By: _____
Mayor Shane McFarland

DocuSigned by:
Hope Oliver
By: _____
Hope Oliver, Board Chair

ATTEST:

Erin Tucker, City Recorder

The foregoing Lease Agreement
approved as to form, on
1/30/2025
_____.

Signed by:
Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Professional Services Supplement #1 – St. Andrews Dr. Widening

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract supplement #1 for engineering services in conjunction with the widening of St. Andrews Drive.

Staff Recommendation

Approve contract supplement with HMB.

Background Information

In May 2022, the City Council approved a design contract with Wiser, now HMB, for the preliminary and final design to widen approximately 0.9 miles of St. Andrews Drive, from New Salem Highway to Veterans Parkway. The design includes a three-lane curb and gutter section, with a sidewalk and multiuse path on each side, as outlined in the 2040 Major Transportation Plan. Additionally, the project encompassed the design of two traffic signals along Veterans Parkway at St. Andrews Drive and Armstrong Valley Road.

Since the initial approval, additional services outside the original scope have been required. These services include drainage design, coordination with Colonial Gas, and additional surveying. As a result, we are requesting a supplemental amount of \$41,708, bringing the total contract value to \$432,948.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the expansion of existing roadways.

Fiscal Impact

This expense, \$41,708, is a portion of the project costs funded by the FY22 CIP Budget.

Attachments

Professional Services Contract Supplement #1 from HMB.



1620 Gateway Blvd., STE 201, Murfreesboro, TN 37129



(615) 278-1500



hmbpe.com

December 12, 2024

Chris Griffith, PE
Executive Director of Public Infrastructure
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

Subject: Supplement #1
to the St. Andrews Drive Widening Project approved on May 27th, 2022
for Additional Drainage outside the original scope

HMB Professional Engineers, LLC is pleased to submit Supplement #1 for additional services outside the original contract scope of the City of Murfreesboro's St. Andrew's Widening Project approved on May 27th, 2022. The original contract was created with the assumption that the drainage design would utilize the proposed box beneath St. Andrews that we had in our files and records. The box design changed several times during our discussions with Neel-Schaffer and the City of Murfreesboro. HMB has also been requested by Colonial to stake out the proposed features around the gas line crossing. The following details the additional work outside our original scope:

Survey Services

1. HMB will stake the proposed edge of travelled way, edges of sidewalk, and toe of slope for the Colonial gas line crossing.
2. Miscellaneous survey tasks as needed.

Roadway Design Services

1. HMB met with the City and Neel-Schaffer to determine the proposed box design that:
 - a. Carried the design flow without significant changes to the flow elevations.
 - b. Fit beneath the proposed roadway.
 - c. Minimized ROW acquisition and construction costs.
2. HMB developed three options and exhibits with cost estimates.
3. HMB attended multiple meetings with the City and Neel-Schaffer to determine the best option for this project.



1620 Gateway Blvd., STE 201, Murfreesboro, TN 37129



(615) 278-1500



hmbpe.com

FEE:

Additional Survey:	Hourly not to exceed \$8,310.00
Additional Design:	Hourly not to exceed \$33,397.50
FEE TOTAL	Hourly not to exceed \$41,707.50

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-278-1500 or DMcClatchey@hmbpe.com.

Sincerely,

HMB Professional Engineers, LLC

Neal McClatchey, PE
Project Manager

Accepted by:

Shane McFarland, Mayor

Approved as to form:

Signed by:

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



1620 Gateway Blvd., STE 201, Murfreesboro, TN 37129



(615) 278-1500



hmbpe.com

EXHIBIT B

Schedule of Hourly Fees

January 1, 2021 – December 31, 2022

Professional Services	Current Rates
Principal Engineer	\$ 205.00
Senior Project Manager	\$ 180.00
Senior Engineer	\$ 175.00
Project Manager	\$ 150.00
Project Engineer II	\$ 140.00
Project Engineer I	\$ 125.00
Engineering Intern II	\$ 120.00
Engineering Intern I	\$ 105.00
Engineering Technician	\$ 105.00
Resident Project Representative	\$ 95.00
Senior Surveyor	\$ 165.00
Survey Project Manager	\$ 135.00
Registered Land Surveyor	\$ 125.00
1 Person Survey Crew	\$ 110.00
2 Person Survey Crew	\$ 160.00
3 Person Survey Crew	\$ 190.00
Survey CAD Technician	\$ 115.00
Utility Coordinator	\$ 105.00
Cartographic Manager	\$ 125.00
Certified Photogrammetrist	\$ 120.00
Cartographic Tech II	\$ 105.00
Cartographic Tech I	\$ 95.00
Lidar Technician II	\$ 105.00
Lidar Technician I	\$ 95.00
Clerical Staff	\$ 80.00
Equipment	
Static Laser Scanner	\$ 900/Day
Mobile Laser Scanner	\$8,500/Day

COUNCIL COMMUNICATION
Meeting Date: 02/27/2025

Item Title: Elevator Maintenance Services Agreement Revival

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the Revival Agreement for Elevator Maintenance Services for ten (10) city buildings.

Staff Recommendation

Approve the revival of the agreement with Kone, Incorporated.

Background Information

The city's goal is to become more proactive in its approach to building maintenance. Using an outside contractor for elevator maintenance services allows the city to identify problems before they arise and prolong the life cycle of the elevators. The proposed revival covers the ten (10) city facilities that have an elevator.

This agreement is renewable up to a total of five one-year renewals. This is the first renewal option of the Original Agreement.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The expense is funded by the operating budgets of Facilities Maintenance and Water Resources.

Attachments

Elevator Maintenance Services Agreement Revival



**REVIVAL AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
KONE, INC.**

This Revival Agreement, made on _____, by and between the City of Murfreesboro ("City") and KONE, Inc. a Corporation of the State of Delaware ("Contractor"), is for the purpose of Elevator Maintenance Services.

WITNESSETH

WHEREAS, the City and Contractor were parties to that certain agreement for Elevator Maintenance Services dated August 23, 2022, attached hereto as Exhibit A (the "Murfreesboro Agreement" and Riders); and

WHEREAS, the initial term of the Murfreesboro Agreement was from August 23, 2022 through November 30, 2024, with the option for the City to extend the term of the Murfreesboro Agreement for up to a total of five one-year renewals; and

WHEREAS, the parties inadvertently failed to amend the Murfreesboro Agreement to extend the term when the amended term expired, but continued to operate under the terms of the Murfreesboro Agreement as if it had been extended; and

WHEREAS, the parties desire to enter into this Revival Agreement so that there will be a current contract between the parties for the services under the Murfreesboro Agreement; and

WHEREAS, the parties agree to an Escalation Clause (Exhibit B) to allow for price adjustment not addressed in the original Agreements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Incorporation of Murfreesboro Agreement and Riders.** The parties hereto expressly acknowledge and agree that the Murfreesboro Agreement and Riders are hereby revived and in full force and effect, subject to the terms below. All terms and conditions of the Murfreesboro Agreement are incorporated herein by reference. Notwithstanding the foregoing, in the event of a conflict between a term in the Murfreesboro Agreement and this Revival, the terms of this Revival Agreement shall control.
2. **Term.** The term of this Revival Agreement shall have commenced on December 1, 2024, and shall expire on November 30, 2025. This is the first renewal option of the Murfreesboro Agreement, pursuant to Section 2.

3. No Defaults. The parties agree that (i) neither party is currently in default under the terms of this Contract and (ii) each party has received the services and payment that would have been due to the party had the Murfreesboro Agreement not inadvertently expired before it was extended.
4. Pricing. The parties agree to pricing in the Escalation Clause (Exhibit B) for the initial amendment term. The parties further agree that the pricing of any future renewals, up to five total one year term renewals pursuant to Section 2 of the Murfreesboro Contract, are explicitly outlined in Exhibit B.
5. All other terms of the Contract remain in full force and effect and are otherwise unchanged by this Revival Agreement.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures.

CITY OF MURFREESBORO

Shane McFarland, Mayor

Approved as to Form:

Adam F. Tucker

Adam F. Tucker, City Attorney

KONE INC.

Barry Lambert

Barry Lambert, General Manager, Services & Solutions

EXHIBIT A

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR
FOR ELEVATOR MAINTENANCE**

This Contract is entered into and effective as of the 23rd day of August, 2022 ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **KONE, INC.**, a corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *City of Kansas City Master Contract (reference GENRL-EV2516) dated December 1, 2018, hereinafter, "Master Contract"*
- *Contractor's Proposal, attached and hereinafter, "Exhibit A"*
- *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, Master Contract*
- *Lastly, Exhibit A.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase elevator maintenance services as set forth in the Master Contract and Exhibit A. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Master Contract through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. **Term.** The initial term of this contract shall be from the Effective Date through the end of the Master Contract on November 30, 2024. In the event the Master Contract is extended, at any time prior to the expiration of the initial or subsequent term, the City, in its sole discretion, may renew this contract for up to five (5) additional one (1) year terms consistent with the Master Contract term. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right

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

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

3. Price; Compensation; Method of Payment.

- a. The price for the maintenance services to be provided under this Contract is set forth in Exhibit A, which reflects a price of \$800/month, excluding any advanced payment options. **Upon execution of this contract, Kone agrees to provide the Maintenance Control Program (MCP) records and documentation required by the State of Tennessee at no cost to the City.** 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 any items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items, 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.
- 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 Master Contract and Exhibit A.
- 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.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the Master Contract and Exhibit A.

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 Contract must be mailed first class mail or hand delivered to the following:

Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor: Kone Inc.
Attention: Kreigh Bourff
Address: 738 Melrose Ave.
Nashville, TN 37211

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. **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 August 23, 2022 (the "Effective Date").

CITY OF MURFREESBORO

DocuSigned by:

By: *Craig D. Findall*

Craig D. Findall, City Manager

KONE INC.

By: *Jeff Blum*

Jeff Blum, Senior Vice President

SAP: 41365471

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

Dedicated to People Flow™



Exhibit A

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit A, the terms in this Exhibit A shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location & Address	Type of Equipment	Type of Service	Service Call Coverage	Testing	Pricing
Murfreesboro City Hall 111 West Vine Street	3 Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$300 month
Bradley Academy 415 South Academy Street	Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$100 month
Patterson Park 521 Mercury Boulevard	Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$100 month
Murfreesboro Sports Complex 2310 Memorial Boulevard	Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$100 month
Murfreesboro Adams Tennis Complex 925 Golf Lane	Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$100 month
2140 Thompson Lane Murfreesboro, TN	Hydraulic	Complete Maintenance	Regular Time Coverage	Cat 1	\$100 month

TOTAL: \$800/month

The price is based upon monthly in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a discount will apply as outlined:

Payment Option	Discount	Revised Monthly Price	Acceptance
Annual in advance payment	5% Decrease	\$760 per month	
Quarterly in advance payment	2% Decrease	\$784 per month	

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Tennessee.

PROPOSED SCOPE OF WORK:

1. SERVICES

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Gearless Traction Elevators

1. Relay Logic Control System
All control system components.
2. Microprocessor Control System
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Gearless Machine Components
All gearless machine components.
4. Hoistway and Pit Equipment
All elevator control equipment and buffers.
5. Rails and Guides
Guide rails, guide shoe gibs, and rollers
6. Ropes
Hoist ropes, governor ropes, and compensation ropes.
7. Wiring
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. Door Equipment
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
9. Manual Freight Door Equipment
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. **Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**

All elevator control system components on the car.

B. MRL Elevators

1. **Relay Logic Control System**

All control system components.

2. **Microprocessor Control System**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. **Gearless Machines Components**

All MRL machine components.

4. **Hoistway and Pit Equipment**

All elevator control equipment and buffers.

5. **Rails and Guides**

Guide rails, guide shoe gibs, and rollers

6. **Ropes**

Hoist ropes, governor ropes, and compensation ropes.

7. **Wiring**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

8. **Door Equipment**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. **Manual Freight Door Equipment**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

10. **Power Freight Door Equipment**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. **Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**

All elevator control system components on the car.

C. Hydraulic Elevators

1. **Relay Logic Control System**

All control system components.

2. **Microprocessor Control System**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. **Power Unit**

- Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
All elevator control equipment and buffers.
 5. Rails and Guides
Guide rails, guide shoe gibs, and rollers
 6. Wiring
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
 7. Door Equipment
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

 8. Manual Freight Door Equipment
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
 9. Power Freight Door Equipment
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
 10. Hydraulic System Accessories
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
 11. Signals and Accessories
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
 12. Car Equipment
All elevator control system components on the car.

EXTENT OF COVERAGE – ESCALATORS

Use technical personnel directly employed, trained, and supervised by KONE. Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair, or replace the following:

1. Escalator Drive Machines.
2. Motors and Brakes.
3. Controllers and Switches.
4. Handrail Drive Devices.
5. Handrails.
6. And Parts thereof, including:
 - Worms and Gears.
 - Bearing and Thrusts.
 - Windings, Commutators and Rotating Elements.
 - Contacts, Coils, Switches and Relays.
 - Resistors and Magnet Frames.
 - Resistors and Magnet Frames.
 - Steps, Demarcation Strips, Risers, and Rollers.
 - Step Chains, Handrail Chains, and Drive Chains.
 - Step Tracks and Handrail Tracks.
 - Sprockets, Pulleys, and Gears.
 - Drive Belts and Timing Belts.
 - Tension Devices.
 - Combs and Comb plates (combs are billable, when damaged by others).
 - Landing Plates.

- Lubricators.
- Under Steps and Comb Lighting.
- Safety Devices.

Perform an annual test of all operating and safety devices and governors using the provisions of Part X, ANSI A17.2 as a guide. Furnish 10 days advance notice of tests. Provide written report of tests and file with proper authorities.

Perform a total cleandown of escalator equipment, including pits, pans, and balustrade interiors, as conditions warrant.

Wax handrails, as required, to provide smooth quiet operation.

Perform tests, as required by local authority having jurisdiction. Note all QEI Inspections shall be at <Customer>'s expense.

NOTE: Step Index Tests are not included.

Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened, and aligned. KONE shall be responsible for advising <Customer> of the necessity to replace these products but shall not be responsible for the cost of such replacement.

Cleaning to be by <Customer> on routine basis.

Examination and Lubrication - (Equipment included per table on page 1)

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve-month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any

person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Portion Coverage - (Equipment coverage per the table on page 1)

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

Overtime Coverage - (Equipment coverage per the table on page 1)

In addition to the above coverage, this Agreement covers requests for service during overtime working hours.

Travel Time & Expenses

Purchaser will not be billed for travel time or expenses to and from the site for service requests covered under the scope of work.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D "exclusions section" EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to

prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.

4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

D. ESCALATOR

1. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a

- separate proposal or recommendation for such work.
2. KONE's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during KONE's technical survey, Purchaser will immediately remove the unit from service until repairs are performed. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposal. If Purchaser does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Agreement without penalty.
 3. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

6. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of Five (5) years and is non-cancelable.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

7. CANCELLATION (can leave this out and use master agreement term)

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

8. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

ACCEPTANCE

Service Agreement Effective Date: 07/01/2022

Service Agreement Number: TBD

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency


(Signature)

(Print Name)

(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.



(Submitted By)

Jeff Blum

(Approved By) Authorized Representative

Senior Vice President

(Title)

Date: 8 / 22 / 2022 SAP: 41365471

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$650 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of \$0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY _____ Date: _____

B. KONE Care - Wireless Phone Provider Service

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer shall bear the responsibility to reactivate the analog phone line in the

event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \$35.00 per month per elevator.

ACCEPTED BY _____ Date: _____

c. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of (\$65/unit/month)

ACCEPTED BY _____ Date: _____

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
All Murfreesboro Elevators		X	X	X

4. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.

5. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.

6. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.

7. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the

Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

8. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

EXHIBIT B

Equip. ID	Site Name	Address	City	State	Zip	1/31/25 through 11/30/25 OMNIA Monthly Pricing	12/1/25 through 11/30/26 OMNIA Monthly Pricing	12/1/26 through 11/30/27 OMNIA Monthly Pricing
'ASSENGER ELEVATOR	BRADLEY ACADEMY	415 Academy St.	MURFREESBORO	TN	37130-3747	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	PATTERSON PARK	521 MLK Jr. Blvd.	MURFREESBORO	TN	37130-4938	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	MURFREESBORO ELECTRIC DEPARTMENT	205 N. Walnut	MURFREESBORO	TN	37130-3621	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	MURFREESBORO SPORTS COM	2310 Memorial	MURFREESBORO	TN	37129-5107	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	MURFREESBORO ADAMS TENNIS COMPLEX	925 Golf Ln	MURFREESBORO	TN	37129-3699	\$ 103.25	\$ 103.25	\$ 106.62
3 PASSENGER ELEVATOR	MURFREESBORO CITY HALL	111 W. Vine	MURFREESBORO	TN	37130-3573	\$ 103.25	\$ 103.25	\$ 106.62
1 PASSENGER ELEVATOR	MURFREESBORO CITY HALL	111 W. Vine	MURFREESBORO	TN	37130-3573	\$ 103.25	\$ 103.25	\$ 106.62
2 PASSENGER ELEVATOR	MURFREESBORO CITY HALL	111 W. Vine	MURFREESBORO	TN	37130-3573	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	Parks/Fire Administration Building	2140 N. Thompson Ln.	MURFREESBORO	TN	37129-6069	\$ 103.25	\$ 103.25	\$ 106.62
'ASSENGER ELEVATOR	Water Resources Administration	316 Robert Rose	MURFREESBORO	TN	37129-6337	\$ 103.25	\$ 103.25	\$ 106.62
3 PASSENGER ELEVATOR	MURFREESBORO WASTE WATER	2032 Blanton Dr.	MURFREESBORO	TN	37129-2912	\$ 103.25	\$ 103.25	\$ 106.62
2 PASSENGER ELEVATOR	MURFREESBORO WASTE WATER	2032 Blanton Dr.	MURFREESBORO	TN	37129-2912	\$ 103.25	\$ 103.25	\$ 106.62
1 PASSENGER ELEVATOR	MURFREESBORO WASTE WATER	2032 Blanton Dr.	MURFREESBORO	TN	37129-2912	\$ 103.25	\$ 103.25	\$ 106.62
1 PASSENGER ELEVATOR	MURFREESBORO WATER PLANT	5328 Sam Jared Dr.	MURFREESBORO	TN	37129-2912	\$ 103.25	\$ 103.25	\$ 106.62
1 FREIGHT ELEVATOR	MURFREESBORO WATER PLANT	5328 Sam Jared Dr.	MURFREESBORO	TN	37129-2912	\$ 250.00	\$ 250.00	\$ 258.12
5128641 Remote Monitoring Bundle	45128641 Remote Monitoring Bundle	2032 Blanton Dr.	MURFREESBORO	TN	37129-2912	\$ 67.11	\$ 67.11	\$ 69.25
5128625 Remote Monitoring Bundle	45128625 Remote Monitoring Bundle	2032 Blanton Dr.	MURFREESBORO	TN	37129-2912	\$ 67.11	\$ 67.11	\$ 69.25
4962239 Remote Monitoring Bundle	44962239 Remote Monitoring Bundle	316 Robert Rose	MURFREESBORO	TN	37129-6337	\$ 67.11	\$ 67.11	\$ 69.25
4927745 Remote Monitoring Bundle	44927745 Remote Monitoring Bundle	2140 N. Thompson Ln.	MURFREESBORO	TN	37129-2912	\$ 67.11	\$ 67.11	\$ 69.25
Monthly Pricing						Y1 Firm	Y2 Firm	Y3 - 3.25%
						\$ 1,963.94	\$ 1,963.94	\$ 2,027.82

COUNCIL COMMUNICATION
Meeting Date: 02/27/2025

Item Title: HVAC Renovations at Reeves-Rogers Elementary Final Change Order

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the Final Change Order to the Agreement with Xenergy, Incorporated to reflect actual work performed and the final agreement amount.

Staff Recommendation

Approve the final change order with Xenergy, Incorporated.

Background Information

The HVAC Renovations at Reeves-Rogers Elementary School included replacement of large rooftop units for the common areas (library, cafeteria, hallways, etc.) and the installation of Bard units in the individual classrooms.

Xenergy's agreement was originally for \$1,293,000. During construction, it was determined that trench drains were needed in the sidewalk in fourteen (14) locations to disperse condensation from the newly installed Bard units. \$18,000 of the \$50,000 contingency allowance was needed for this project, which results in \$32,000 being deducted from the original agreement amount. The revised final total agreement amount will become \$1,261,000.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The \$32,000 unused contingency allowance reduces the final agreement amount to \$1,261,000.

Attachments

HVAC Renovations at Reeves-Rogers Elementary Final Change Order

Johnson + Bailey Architects P.C.

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



CHANGE ORDER NO. 1

PROJECT: HVAC Renovations at
Reeves Rogers Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 1

DATE: October 30, 2024

ARCHITECT'S PROJECT NO: 2302-R

CONTRACTOR: Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

CONTRACT FOR: HVAC Renovations

CONTRACT DATED: August 18, 2023

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

ITEM 1: Add drainage grates at fourteen (14) heat pump unit locations as shown on sketch SKA6.1.1 dated 12-06-24.

ADD: \$18,000.00

ITEM 2: Reduce Owner's Contingency Allowance to \$32,000.00.

DEDUCT: \$18,000.00

TOTAL:.....\$0.00

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was \$1,293,000.00
Net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was \$1,293,000.00
The Contract Sum will be increased by this Change Order \$0.00
The new Contract Sum including this Change Order will be \$1,293,000.00
The Contract Time will be Unchanged
The Contract Time extensions by previous Change Orders is Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is July 31, 2024

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

XENERGY, INC.
CONTRACTOR

CITY OF MURFREESBORO
OWNER

Signed by:
BY
Keaton S. Pettit, President

DocuSigned by:
BY
Ronald Gray, President

BY
Shane McFarland, Mayor

DATE 2/13/2025

DATE 2/14/2025

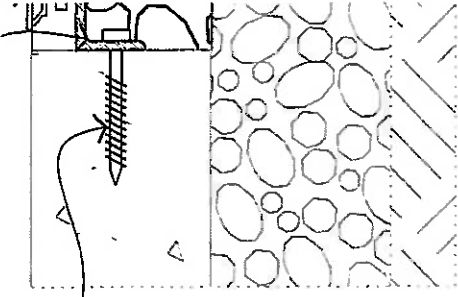
DATE

ATTACHMENTS:

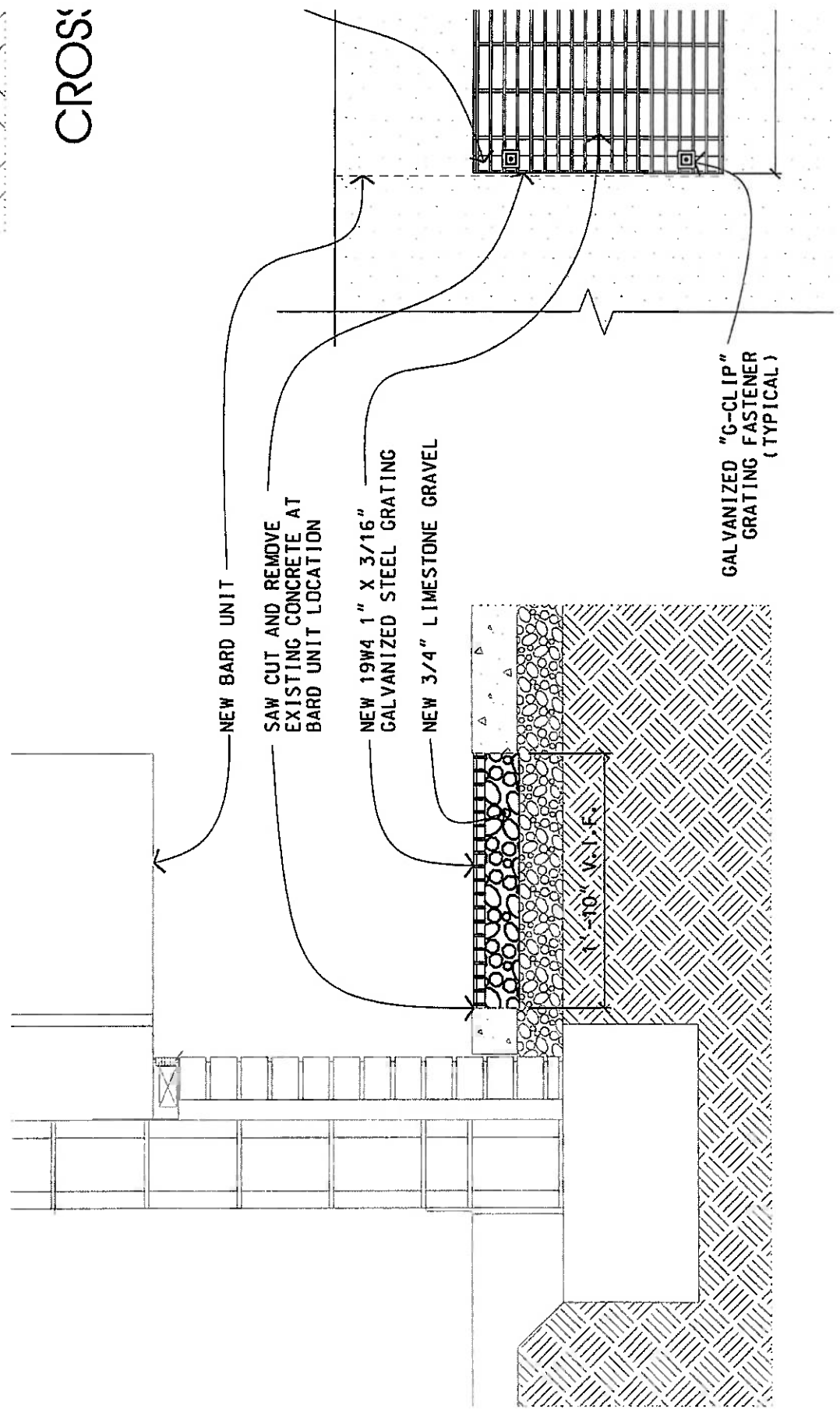
- A. J+B sketch SKA6.1.1 dated 12-06-24
- B. Grate installation location plan
- C. Xenergy proposal dated 12-20-24

1 1/2" x 1 1/2" x 3/16"

(4) 1/4" X 3" TAPCON ANCHORS SPACED EQUALLY



CROSS



NEW BARD UNIT

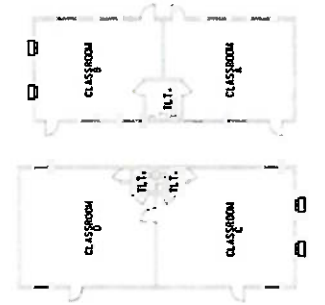
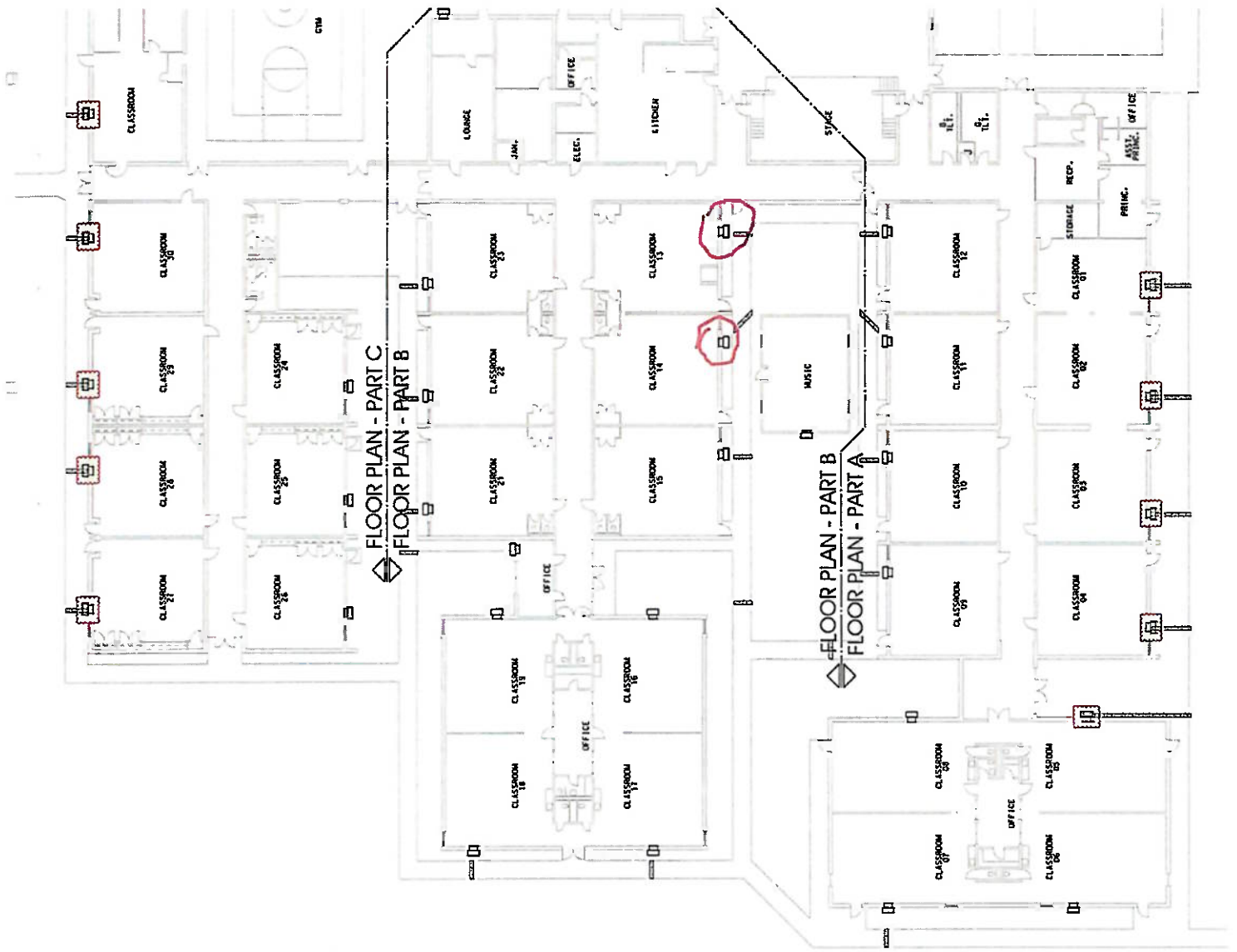
SAW CUT AND REMOVE EXISTING CONCRETE AT BARD UNIT LOCATION

NEW 19W4 1" X 3/16" GALVANIZED STEEL GRATING

NEW 3/4" LIMESTONE GRAVEL

GALVANIZED "G-CLIP" GRATING FASTENER (TYPICAL)

1'-10" MIN. F.





101 Hanover Square
Nashville, TN 37215
Tel. (615) 440-7638

Xenergy, Inc. TN Contractor 64687

December 20, 2024 (REVISED)

Keaton Pettit
Architect
Johnson + Bailey Architects, P.C.
100 E Vine St, Suite 700
Murfreesboro, TN 37130

RE: Reeves Rogers Elementary School HVAC Renovations
Response to RFI – additional concrete work

Keaton:

Xenergy proposes to accomplish the following Scope of Work at Hobgood Elementary School:

1. Install a 22" x 42" (V.I.F.) drain per the attached sketch in fourteen (14) locations

Our price for this work is \$18,000 and includes all materials, labor, equipment, dumpster, taxes, etc.

Please let me know if you have any questions.

Sincerely,

Ronald J. Gray
President

Johnson + Bailey Architects P.C.

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



CHANGE ORDER NO. 2

PROJECT: HVAC Renovations at
Reeves Rogers Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 2

DATE: February 11, 2025

ARCHITECT'S PROJECT NO: 2302-R

CONTRACTOR: Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

CONTRACT FOR: HVAC Renovations

CONTRACT DATED: August 18, 2023

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

ITEM 1: Resolve unused Owner's Contingency Allowance.

DEDUCT: \$32,000.00

TOTAL:(\$32,000.00)

Not valid until signed by both the Owner and Architect.

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

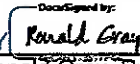
The original Contract Sum was	\$1,293,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$1,293,000.00
The Contract Sum will be decreased by this Change Order	\$32,000.00
The new Contract Sum including this Change Order will be	\$1,261,000.00
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 31, 2024

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

XENERGY, INC.
CONTRACTOR

CITY OF MURFREESBORO
OWNER

BY 
Keaton S. Pettit, President

BY 
Ronald Gray, President

BY
Shane McFarland, Mayor

DATE 2/14/2025

DATE 2/14/2025

DATE

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: HVAC Renovations at Reeves-Rogers Elementary School
Contract No.: ITB-62-2023
Architects: Johnson+Bailey Architects, P.C.
Contractor: Xenergy, Inc.

Original Contract Amount: \$ 1,299,000.00
Adjusted Contract Amount: \$ 1,261,000.00
Contingency Allowance Amount: \$ 50,000.00
Adjusted Contingency Allowance Amount: \$ -

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Add Drainage Grating at (14) Bard Unit Locations	WCD	OWNER	PENDING	Council	2/11/2025	2/11/2025		0	\$ (18,000.00)	\$ (18,000.00)	\$ 32,000.00
2	(Final) Resolve Unused Contingency Allowance	WCD	OWNER	PENDING	Council	2/11/2025	2/11/2025		0	\$ (32,000.00)	\$ (32,000.00)	\$ -
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
Totals									0	\$ (50,000.00)	\$ (32,000.00)	\$ -

Abbreviations
 RFP = REQUEST FOR PROPOSAL
 FO = FIELD ORDER
 WCD = WORK CHANGE DIRECTIVE
 CCR = CONTRACTOR CHANGE REQUEST

**A Contract Time
 Extension Requires
 City Council Approval**

COUNCIL COMMUNICATION
Meeting Date: 02/27/2025

Item Title: HVAC Renovations at Hobgood Elementary Final Change Order

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the Final Change Order to the Agreement with Xenergy, Incorporated to reflect actual work performed and the final agreement amount.

Staff Recommendation

Approve the final change order with Xenergy, Incorporated.

Background Information

The HVAC Renovations at Hobgood Elementary School included replacement of large rooftop units for the common areas (library, cafeteria, hallways, etc.) and the installation of Bard units in the individual classrooms.

Xenergy's agreement was originally for \$1,489,000. During construction, it was determined that trench drains were needed in the sidewalk to disperse condensation from the newly installed Bard units. \$5,900 of the \$50,000 contingency allowance was needed for this project, which results in \$44,100 being deducted from the original agreement amount. The revised final total agreement amount will become \$1,444,900.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The \$44,100 unused contingency allowance reduces the final agreement amount to \$1,444,900.

Attachments

HVAC Renovations at Hobgood Elementary Final Change Order

Johnson + Bailey Architects P.C.

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



CHANGE ORDER NO. 1

PROJECT: HVAC Renovations at
Hobgood Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 1

DATE: February 11, 2025

ARCHITECT'S PROJECT NO: 2302-H

CONTRACTOR: Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

CONTRACT FOR: HVAC Renovations

CONTRACT DATED: August 18, 2023

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

ITEM 1: Add concrete sidewalk and drainage grating at HP #B17 as shown on sketches SKA2.1.1 dated 12-12-24 and SKA6.1.1 dated 12-06-24.

ADD: \$5,900.00

ITEM 2: Reduce Owner's Contingency Allowance to \$44,100.00.

DEDUCT: \$5,900.00

TOTAL:.....\$0.00

Not valid until signed by both the Owner and Architect.

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


The original Contract Sum was	\$1,489,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$1,489,000.00
The Contract Sum will be increased by this Change Order	\$0.00
The new Contract Sum including this Change Order will be	\$1,489,000.00
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 31, 2024

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

XENERGY, INC.
CONTRACTOR

CITY OF MURFREESBORO
OWNER

BY 
Keaton S. Pettit, President

BY 
Ronald Gray, President

BY
Shane McFarland, Mayor

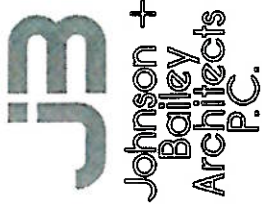
DATE 2/13/2025

DATE 2/13/2025

DATE

ATTACHMENTS:

- A. J+B sketch SKA2.1.1 dated 12-12-24
- B. J+B sketch SKA6.1.1 dated 12-06-24
- C. Xenergy proposal dated 12-12-24



City Center
 100 East Vine St.
 Murfreesboro Tennessee
 37130

615-890-4660
 Fax: 615-890-4664

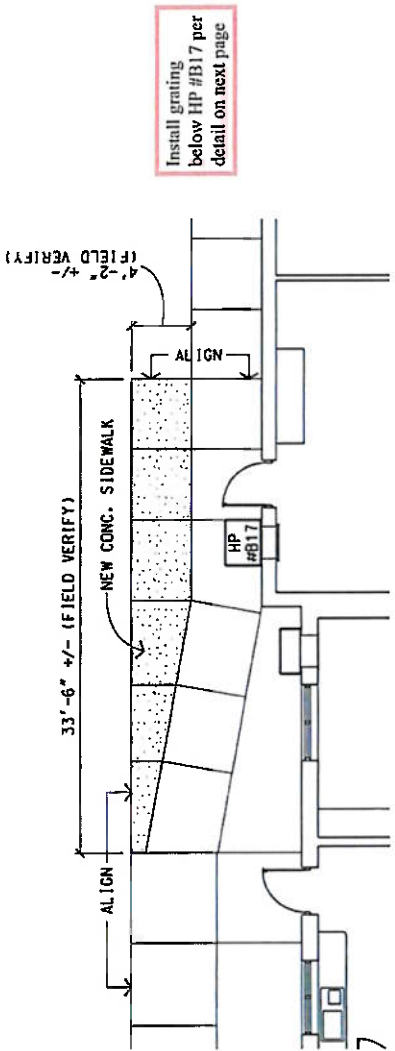
HVAC Renovations at
 Hobgood
 Elementary

REVISION	DATE

THIS DRAWING SHALL NOT BE
 REPRODUCED, PUBLISHED, OR USED
 IN ANY MANNER WITHOUT THE
 PERMISSION OF THE ARCHITECT.

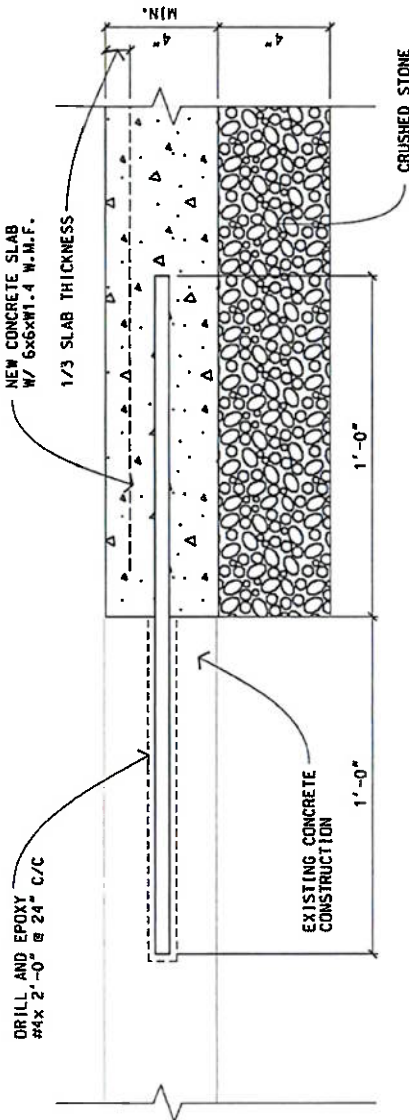
PROJECT NO. 2302-H
 DATE 12-12-24
 DRAWN BY K.S.P.
 CHECKED BY J.B.A.

SKA2.1.1



PARTIAL SITE PLAN

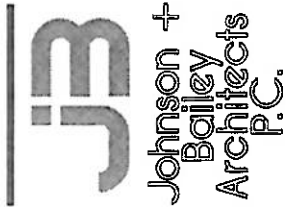
SCALE 1/8" = 1'-0"



CONCRETE SIDEWALK DETAIL



SCALE 3/4" = 1'-0"



**Johnson +
Bailey
Architects
P.C.**

City Center
100 East Vine St.
Memphis, Tennessee
37102

615-890-4660
Fax: 615-890-4564

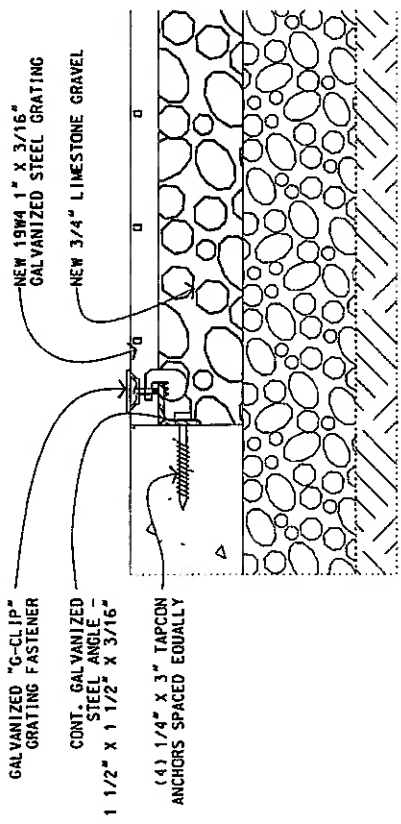
HVAC Renovations at
Reeves Rogers
Elementary

REVISION	DATE

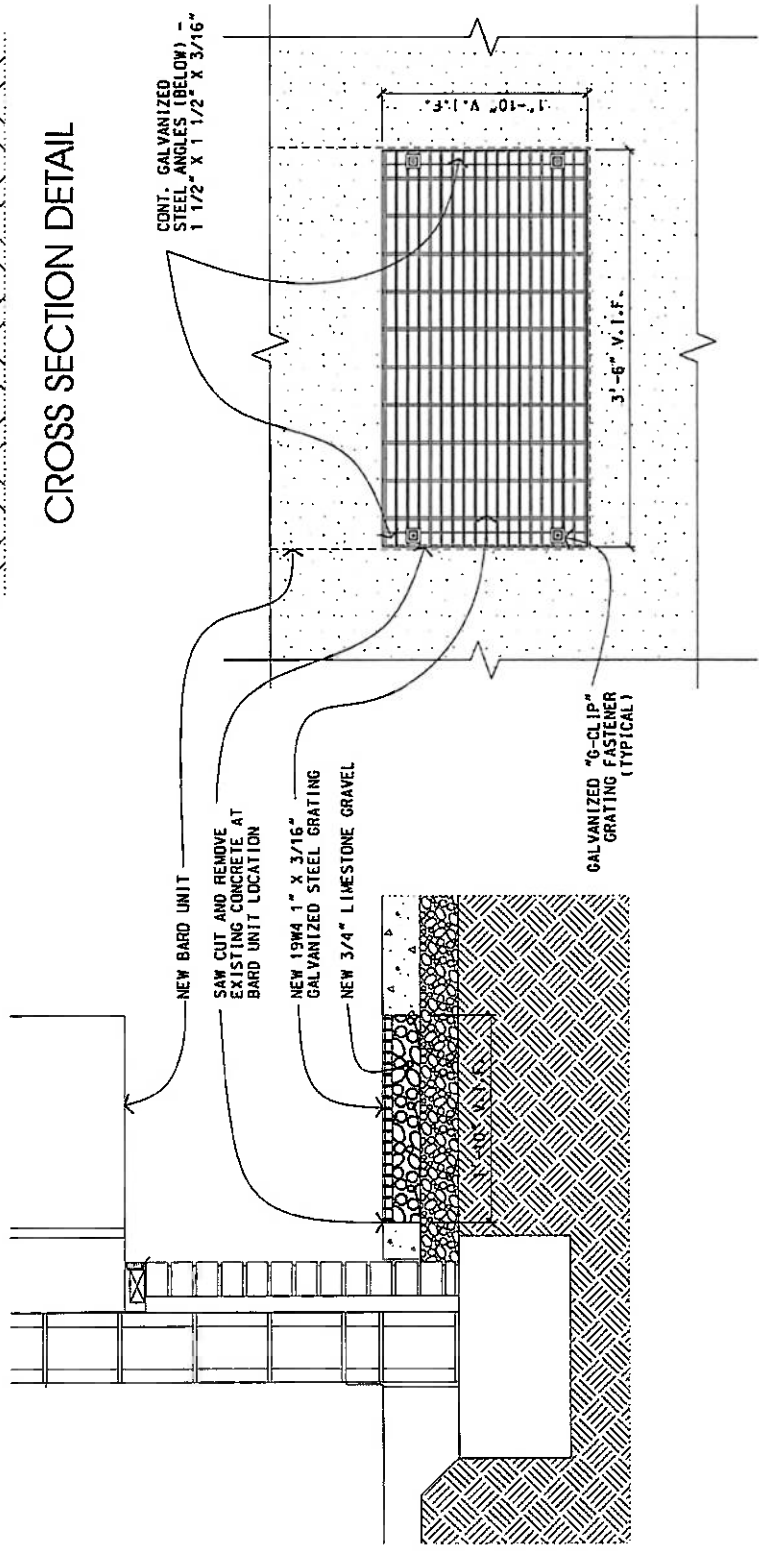
THIS DRAWING SHALL NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

PROJECT NO. 2302-R
DATE 12-06-24
DRAWN BY K.S.P.
CHECKED BY J.B.A.

SKA6.1.1



CROSS SECTION DETAIL



PLAN VIEW

SECTION VIEW



101 Hanover Square
Nashville, TN 37215
Tel. (615) 440-7638

Xenergy, Inc. TN Contractor 64687

December 12, 2024

Keaton Pettit
Architect
Johnson + Bailey Architects, P.C.
100 E Vine St, Suite 700
Murfreesboro, TN 37130

RE: Hobgood Elementary School HVAC Renovations
Response to RFI – additional concrete work

Keaton:

Xenergy proposes to accomplish the following Scope of Work at Hobgood Elementary School:

1. Re-work the existing concrete sidewalk per the attached sketch
2. Install a 22" x 42" (V.I.F.) drain per the attached sketch in one location

Our price for this work is \$5,900 and includes all materials, labor, equipment, dumpster, taxes, etc.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ron Gray'.

Ronald J. Gray
President

Johnson + Bailey Architects P.C.

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



CHANGE ORDER NO. 2

PROJECT: HVAC Renovations at
Hobgood Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 2

DATE: February 11, 2025

CONTRACTOR: Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

ARCHITECT'S PROJECT NO: 2302-H

CONTRACT FOR: HVAC Renovations

CONTRACT DATED: August 18, 2023

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

ITEM 1: Resolve unused Owner's Contingency Allowance.

DEDUCT: \$44,100.00

TOTAL:.....(\$44,100.00)

Not valid until signed by both the Owner and Architect.

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

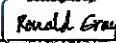
The original Contract Sum was	\$1,489,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$1,489,000.00
The Contract Sum will be decreased by this Change Order	\$44,100.00
The new Contract Sum including this Change Order will be	\$1,444,900.00
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 31, 2024

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

XENERGY, INC.
CONTRACTOR

CITY OF MURFREESBORO
OWNER

BY 
Keaton S. Pettit, President

BY 
Ronald Gray, President

BY _____
Shane McFarland, Mayor

DATE 2/13/2025

DATE 2/13/2025

DATE _____

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: HVAC Renovations at Hobgood Elementary School
Contract No.: ITB-62-2023
Arch/Eng: Johnson+Bailey Architects, P.C.
Contractor: Xenergy, Inc.

Original Contract Amount \$ 1,485,000.00
Adjusted Contract Amount \$ 1,444,900.00
Contingency Allowance Amount \$ 50,000.00
Adjusted Contingency Allowance Amount \$ -

CCR No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Add Concrete Sidewalk & Drainage Grating - (2) Locations	WCD	OWNER	PENDING	Council	2/11/2025	2/11/2025		0	\$ (5,900.00)		\$ 44,100.00
2	[Final] Resolve Unused Contingency Allowance	WCD	OWNER	PENDING	Council	2/11/2025	2/11/2025		0	\$ (44,100.00)	\$ (44,100.00)	\$ -
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
Totals									0	\$ (50,000.00)	\$ (44,100.00)	\$ -

**A Contract Time
 Extension Requires
 City Council Approval**

Abbreviations
 RFP = REQUEST FOR PROPOSAL
 FO = FIELD ORDER
 WCD = WORK CHANGE DIRECTIVE
 CCR = CONTRACTOR CHANGE REQUEST

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Approval of use of Request for Competitive Sealed Proposals for Health Benefits, Dental, and Vision Services Providers

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval to use Request for Competitive Sealed Proposals (RFCSP) to assist the Human Resources Department with the procurement of Health Benefits Services, Dental, and Vision Services providers for City employees.

Staff Recommendation

Approve the use of the RFCSP process for procurement of these services.

Background Information

Due to our current contracts expiring, the City needs to bid these services. An RFCSP allows staff to evaluate the different services offered by vendors and choose the most appropriate service for the money.

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

Council Priorities Served

Responsible budgeting

By using this procurement method, the Purchasing Department can assist the Human Resources Department in achieving a more qualified pool of bid proposals, which allows staff to choose an experienced vendor that provides the required services and beneficial pricing.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Telephony Support Agreement
Department: Information Technology
Presented by: Matt Jarratt – Director of Information Technology
Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approval of a renewal agreement with IT Voice for maintenance and support services for the City’s Mitel phone system.

Staff Recommendation

Approve the IT Voice Mitel MiCare Support Agreement.

Background Information

The IT Voice Mitel MiCare Support Agreement covers maintenance, repairs, and technical support for the Mitel phone system, ensuring system reliability and vendor assistance. It includes provisions for remote access, price adjustments, and third-party service responsibilities.

The City has partnered with IT Voice since 2019. As Mitel partner and by using a Sourcewell contract, IT Voice supports all City facilities using Mitel’s software and hardware. The agreement provides an annual price, which can be renewed in one year increments.

The enterprise-wide phone system is scheduled for replacement in fiscal year 2028; the agreement is to allow annual renewals structured for flexibility while the transition plan is developed and executed.

Council Priorities Served

Responsible budgeting

The agreement supports operational stability for the City’s telecommunication needs.

Fiscal Impact

The agreement totals \$33,690 annually. The contract includes a minimum 5% annual increase in service charges, with potential adjustments based on IT Voice’s cost increases or inflation metrics.

Attachments

IT Voice Mitel MiCare Support Agreement

**ADDENDUM TO IT VOICE SERVICE TERMS AND CONDITIONS BETWEEN
SLAPPEY COMMUNICATIONS D/B/A IT VOICE AND
THE CITY OF MURFREESBORO, TENNESSEE**

This Addendum (herein "Addendum") amends the IT Voice Service Terms and Conditions ("Agreement" or "Contract") between Slappey Communications d/b/a IT Voice ("Contractor"), a Texas corporation, and the City of Murfreesboro, Tennessee ("City"), as well as any and all contracts and agreements for Mitel Support that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.

- 2. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

- 3. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision, notwithstanding any provision in the Agreement to the contrary (including paragraph 10.a). Notwithstanding paragraph 12.b of the Agreement, Provider's aggregate liability to Customer shall not exceed the annual fee paid by the City. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements

shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

- 4. Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
- 5. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 6. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. Neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
- 7. Non-solicitation of Contractor's employees.** City shall not knowingly solicit an employee and/or independent contractor of Contractor while said employee and/or independent contractor is in the employment or contract of Provider. The remainder of paragraph 13.e of the Agreement is stricken.
- 8. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- 9. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 10. Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything

contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

11. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.

12. Parties to Receive Notice: Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of Murfreesboro
ATTN: City Attorney
111 West Vine Street
Murfreesboro, TN 37128

13. Amendment. This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges. Notwithstanding any provision in the Agreement to the contrary, including Paragraph 6.f, the total annual increase shall not exceed the greater of the Provider Rate Increase, the Minimum Increase, or the Consumer Price Index rate of inflation (specifically the CPI-U).

14. Continuing Validity; Survival; Non-Merger. So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

15. No Presumption Against Drafter. This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

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

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

Slappey Communications d/b/a IT Voice

City of Murfreesboro, Tennessee



Signature

Shane McFarland, Mayor

02.12.2025

Date

Date

Will Slappey

Printed Name

Approved as to form:

CEO

Title

Adam F. Tucker, City Attorney



Mitel Support AGREEMENT

Subject to conditions herein, IT Voice will, without additional cost to the Customer, furnish all necessary service, parts and materials to maintain the covered equipment in good working condition and repair. This agreement does not cover the costs of performing any relocations, additions or changes to the equipment or other items listed as not covered in the attached document describing what is covered under the agreement. IT Voice shall provide regular service response within twenty-four (24) hours of receipt of notice from the customer requesting service. EMERGENCY SERVICE, however, will be normally responded to within two (2) hours of the Customer’s request being received by IT Voice. EMERGENCY SERVICE is defined as that necessitated by a Major Failure of this equipment to operate as required. Services will be rendered unless prevented by causes beyond IT Voice control. Coverage is provided 8:00 a.m. through 4:30 p.m., Monday through Friday, except holidays. After hours coverage is available at an additional charge. Refer to the attached document for additional details on what is and is not covered under this support agreement.

IT Voice will respond to any service request as required above. However, it is understood that this agreement covers failure of the equipment caused by normal usage only. This agreement does not cover damage or failure of the equipment caused by but not limited to misuse, negligence, accident, theft or unexplained loss, abuse, flood, wind, lightning, other acts of nature or public enemy. Repair necessitated by any of the above causes shall be made by IT Voice, and the Customer shall pay a reasonable cost of labor and materials to IT Voice. Improper wiring and installation of any new Mitel covered hardware or repair, or alterations made by anyone other than IT Voice to existing Mitel covered hardware voids this agreement unless such issues are remediated by IT Voice at customer’s expense within (30) days of being notified in writing of such issues.

In the performance of all of these various services, the Customer hereby grants IT Voice access to the premises on which the equipment is located during normal business hours or otherwise arranged through the office manager for emergency service.

Licenses covered: (1) ST100A (3) ST100DA (2) ST1D (14) ST50A (3) ST100A (4) ST100DA (1) Call Recorder and Add-On (3) DIST VOICE SVCS SVR (33) SIP Trunk Lic (16) Additional Site Lic (2) Audio Conf (2) Web Conf (1)Virtual Edge Gtwy Svr (174) Courtsey Lic (45) Telephony Lic (348) Essentials Lic (10) Standard Lic (18) Advanced Lic

Customer agrees to pay IT Voice \$33,690.40 per year, invoiced in the full amount for the period beginning October 1st, 2024, plus applicable sales tax, for this Mitel MiCare Support Agreement (phones not included).

IT Voice will provide continuing support services and materials as specified in this Agreement. IT Voice will also provide modifications, adds and changes (MACs) at a discounted rate of \$179.00 per hour (during Normal Business Hours) plus a reasonable fuel surcharge. Only items identified as covered by continued support in the Mitel MiCare Support document attached hereto are covered at no cost and are provided as part of the support agreement. IT Voice will provide a quote or estimate of charges for the completion of any MACs that are not covered by this agreement for approval prior to the commencement of hours being incurred.

This agreement shall be renewed annually on September 1st each year unless the Customer advises in writing within 30 days prior to the anniversary date of its intention to cancel this Agreement. This agreement pertains only to equipment listed within this agreement. Any additional Mitel licenses or equipment purchased during this support agreement from IT Voice and installed by IT Voice will be purchased to include a line item for MiCare Support for incremental items purchased.

Visit <https://www.itvoice.com/hubfs/Terms%20and%20Conditions.pdf> for complete terms

City of Murfreesboro

IT Voice

Signed by

Signed by

Date

Date

APPROVED AS TO FORM

Adam F. Tucker, City Attorney

IT VOICE SERVICE TERMS AND CONDITIONS

(last updated September 2024)

These Terms and Conditions will apply to your services upon any service purchase, renewal, upgrade, or additional service purchase from Slappey Communications d/b/a IT Voice (IT Voice”) and/or its affiliates.

These IT Voice Service Terms and Conditions (these "**Terms**"), together with any applicable Order Document(s) and applicable Supplemental Terms (collectively, the "**Agreement**"), constitute a binding agreement between IT Voice and/or its Affiliates (together, "**Provider**") and Customer (each a "**Party**") under which Provider provides Customer access to Provider's Services. Customer accepts and agrees to be bound by the Agreement by executing an Order Document or by using Provider's Services.

1. **DEFINITIONS.** Unless otherwise defined in the Agreement, capitalized terms have the following meaning:

"Affiliate" means an entity that controls, is controlled by, or is under common control with a Party. For this definition, "control" means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

"Aggregate Data" means anonymized and de-identified data derived from the data of multiple customers of Provider (including Customer Data) for the purpose of summarizing information.

"Applicable Laws" means all applicable local, state, provincial, federal, and international laws and regulations.

"Authorized User" means any Representative or other person or entity acting on Customer's behalf who is authorized by Customer to use the Services and who has been supplied with access to the Services either by Customer or by Provider at Customer's request.

"Beginning of Service Date" means the first day on which Provider begins processing billing for Services provided to Customer.

"Carrier Cutover Date" means the date applicable carrier services (or internet, LEC, or other similar services) have been activated, the Internet or Network is operational, and Customer telephone numbers have been ported for use with the Services.

"Confidential Information" means information designated by a Party or a Party's Affiliate as being confidential or private, or would under the circumstances be reasonably understood by the Receiving Party to be confidential, and that is disclosed by a Party, its Affiliates, or their respective Representatives (the "**Disclosing Party**") to the other Party, its Affiliates, or their respective Representatives (the "**Receiving Party**"), regardless of the form of disclosure. Confidential Information includes, but is not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans. Confidential Information shall not include information that the Receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the Receiving Party, (b) was known to the Receiving Party as of the time of its disclosure, (c) is independently developed by the Receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party.

"Content" means any information provided by Provider through its Services.

"Customer" means the legal entity that executes an Order Document or uses the Services.

"Customer Data" means any information, including Personal Information, uploaded, provided, or made accessible to Provider by Customer or Authorized Users (or by Provider on behalf of Customer) to use the Services.

"Documentation" means Provider's user guides, training manuals, instructions, usage information, and other similar documentation, as updated or revised by Provider from time to time, that Provider provides to Customer (i) within the Service or (ii) at one of Provider's websites or portals (or a successor site that Provider may designate from time to time).

"Effective Date" means the first day of the month following completion of the Equipment Cutover Date, the Carrier Cutover Date, the Managed IT and Cloud Transition Date, and the Other Services

Transition Date. Provider reserves the right to invoice the Customer for partial and full Services delivered by Provider prior to the Effective Date.

"Equipment Cutover Date" means the date equipment is installed and functional at Customer's location.

"Expenses" means any reasonable, preapproved expenses described in an Order Document or otherwise as being reimbursable to Provider by Customer, that Provider actually incurs while providing Customer the Services. Provider's reimbursable Expenses include (as applicable) postage fees, wire transfer fees, and other out-of-pocket administrative costs.

"Intellectual Property" means all trade secrets, Inventions, patents and patent applications, trademarks and service marks (whether registered or unregistered and including any goodwill acquired in such marks), trade names, trade dress, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

"Interim Service Period" means the time period between the Beginning of Service Date and the Effective Date.

"Invention" means any work of authorship, invention, know-how, device, design, algorithm, software code, method, process, improvement, concept, idea, expression, or discovery, whether or not copyrightable or patentable and whether or not reduced to practice.

"IT Voice" means Slappey Communications, LLC, a Texas limited liability company with offices located at 4260 Cahaba Heights Court, Suite 100, Birmingham, Alabama 35243.

"Managed IT and Cloud Transition Date" means the date cloud and IT Services have been activated and Provider begins providing the cloud and managed IT Services.

"Order Document" means a Sales Order, scope of work, service agreement, or other document used to purchase Services from Provider.

"Other Services Transition Date" means the date any Services other than those already defined have been activated and Provider begins providing the other Services.

"Personal Information" means any information that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information under Applicable Laws.

"Provider Technology" means the technology and Intellectual Property used in providing the products and services offered by Provider, including computer software programs, websites, networks, and equipment. Provider Technology does not include Third-Party Applications.

"Representative" means a director, officer, employee, consultant, advisor, representative, or agent of the subject party.

"Sales Order" means Provider's sales order form that describes the Services, Professional Services, and support plans ordered by Customer and the fees, certain Expenses, and other specified terms.

"Service(s)" means the Provider service offering(s) specified in the applicable Order Document.

"Supplemental Terms" has the meaning provided in Section 15 of these Terms.

"Term" has the meaning provided in Section 8 of these Terms.

"Third-Party Applications" means computer software programs and other technology that are provided or made available to Customer by third parties.

2. **THE SERVICES.** Each service may be governed by additional terms that describe usage and additional obligations of the Parties with respect to that particular Service only. Section 15 contains descriptions of Provider's services and links to their corresponding Supplemental Terms. Supplemental Terms for services that Customer does not purchase, or use do not apply to Customer.

a. **Use of the Services.** Provider delivers Cloud, VoIP, networking, managed IT, security, and other services on a subscription basis. Provider hereby grants a nonexclusive, nontransferable, worldwide right to access and use the Service(s) during the Term to Customer, solely for Customer's internal business operations. All other rights are reserved by Provider. Customer will not be granted access

to Services that are not included in an Order Document signed by Customer and accepted by Provider, except as otherwise provided in the Agreement.

b. Customer's Account. Customer access the Service(s) will be provided through an account enabled by Provider ("**Account**"). Customer shall designate a specific person or persons authorized by Customer to manage and support the Account, including the creation of usernames and passwords for Authorized Users. Customer is solely responsible for maintaining the status of its Authorized Users. Customer and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and Account information under their control. Provider shall not be responsible for unauthorized access to the Account, except to the extent caused by Provider's breach of the Agreement, including its obligations under Section 5. Customer must notify Provider promptly if (i) Customer reasonably believes the Account has been compromised, including any loss, theft, or unauthorized access, use, or disclosure of Account information or (ii) Customer believes any other breach of security in relation to Customer's Account information or the Services may have occurred or is reasonably likely to occur.

c. Provider's Responsibilities. Provider shall: (i) track uptime statistics and, as applicable, provide status updates via email or customer portal or an equivalent replacement; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (1) planned downtime (scheduled with at least 1 day advanced notice and at a time intended to minimize the impact to Provider and customers); (2) any disruption of Services caused by circumstances beyond Provider's reasonable control, including internet service provider, voice carrier, or local network failures or delays or denial of service attacks against which Provider maintains commercially reasonable prevention controls; (3) lack of functionality due to firewalls, switches, software or any other services provided by third parties or Customer that are necessary for proper functioning of the Services or features of the Services; (iii) provide its standard support for the Services to Customer at no additional charge, or upgraded support if purchased separately; and (iv) conduct its business in compliance with Applicable Laws. Nothing in the Agreement shall preclude Provider from providing services to others which may result in competitive computer programs techniques, products and documentation, whether or not such materials are similar to materials developed by Provider pursuant to the Agreement.

d. Customer's Responsibilities. Customer shall (i) ensure Customer's configuration and set up of the Services is accurate and complete at all times; (ii) ensure the Services are compatible with Customer's business and systems requirements; (iii) ensure the accuracy and completeness of all information provided by Customer in connection with the Services (billing information, purchase orders, etc.); and (iv) be responsible for the provision, maintenance, and use of Customer's hardware, network, internet connectivity, and software. Customer shall comply with the Acceptable Use Policy available at www.itvoice.com, with all Documentation, and with all Applicable Laws. Customer shall ensure Authorized Users and Representatives of Customer (and, if Customer enables its Affiliates to use the Services, its Affiliates, their Authorized Users, and their Representatives) comply with all Customer obligations under the Agreement. Customer shall be responsible for the acts and omissions of its Affiliate's Authorized Users and Representatives as though they were Customer's own Authorized Users and Representatives. Customer shall ensure that all of Customer's officers, employees, contractors, or anyone interacting with Provider on Customer's behalf do so in manner that is professional, courteous, and in the spirit of a partnership-relationship.

e. Customer Obligations. Customer shall (a) grant to Provider all appropriate administrator access to equipment, systems, and portals, and (b) maintain all necessary media, license keys, and vendor contact numbers and provide such information to Provider when needed. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT THE PRESCRIBED BACKUP SCOPE COVERS ALL REQUIRED CUSTOMER DATA. Customer will immediately notify Provider upon learning of any significant problem with the performance of the network. Customer will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation and supportability of its systems and infrastructure. Customer may be responsible for performing tasks required for data security and retention. Customer will notify Provider within a commercially reasonable time of any changes in Customer's key personnel.

f. Customer Affiliates. Customer may allow its Affiliates to use the Services. Unless Provider accepts an Order Document from an Affiliate or otherwise agrees in writing, all use of the Services by Customer's Affiliates will be under Customer's Account, Customer (not the Affiliates) will be invoiced for the Services, and Customer shall pay all invoices to Provider. When an Affiliate of Customer uses the Services, all references to "Customer" in the Agreement relating to access or use of, or restrictions or limitations on access or use of, the Services shall also refer to the Affiliate.

Only the entity specified on an Order Document may (i) take any action to enforce such entity's rights and obligations arising from the Agreement, or (ii) request technical support for such entity with respect to the Services.

g. Provider Affiliates. Provider may perform the Services itself or through any of its Affiliates. When an Affiliate of Provider provides the Services, all applicable references to "Provider" in the Agreement shall refer to such Affiliate. Provider is responsible for its Affiliates' compliance with the terms of the Agreement, and for their acts and omissions of its Affiliates as though they were those of Provider. Customer shall pay all invoices to whichever of Provider or Provider's Affiliate that issued the invoice. IT Voice may invoice on behalf of its Affiliates. Provider's Affiliate(s) responsible for providing the invoiced service shall be identified on all Customer invoices.

h. Subcontractors. Provider may use subcontractors to perform the Services and Provider shall be responsible for the acts and omissions of such subcontractors.

i. Restrictions. Customer shall use the Services only as set forth in the Agreement, and the Documentation and shall not use the Services for the benefit of any third party. Customer shall not (i) reverse assemble, reverse engineer, decompile, or attempt to derive source code from Provider's services, Content, or Provider Technology; (ii) reproduce, modify, create, or prepare derivative works of Provider's Content, Provider Technology, or Documentation; (iii) distribute or display Provider's Content, Provider's Technology, or Documentation other than to Authorized Users; (iv) share, sell, rent, lease, or otherwise distribute access to Provider's services (except to Customer's Affiliates as expressly permitted in Section 2(e)), or use Provider's services to operate any timesharing, service bureau, or similar business; (v) alter, destroy, or otherwise remove any proprietary notices within Content, Provider Technology, or Documentation; or (vi) disclose the results of any benchmark tests to any third parties without Provider's prior written consent.

j. Unsupported APIs and Third-Party Application Integrations. Provider may cease to support older APIs and functionality with respect to specific Third-Party Applications as of the date specified in the Documentation in accordance with Section 9(b)(i)(2) of these Terms. The following sections of these Terms will not apply to Customer's continued use of such APIs or functionality beyond the specified date: (i) support obligations in Section 2(c)(iii), (ii) warranty obligations in Section 9(b)(i)

(*Provider's Warranties*) and (iii) any support or warranty obligations or any timeliness or accuracy guarantees set forth in any applicable Supplemental Terms.

k. **Use Monitoring.** Provider reserves the right to review the usage of all Services (including, by way of example and not limitation, hosted, VOIP, SIP, faxing, data-retention, data-backup, and any other applicable services) to ensure that Customer is not abusing such plans. Customer understands that unlimited plans or plans that do not specify a usage amount are to be used for normal business use only. Customer shall not employ methods or devices to take advantage of the plans by using the Services excessively or for means not intended by Provider. Customer agrees that Provider has the right to terminate the Service or charge additional fees if Customer's usage is abnormal as determined in Provider's sole discretion.

l. **Charges for Additional Services.** Any service(s) not identified and included in the Order Document(s) will not be included within the price and will be the sole responsibility of the Customer. Provider assumes no liability or responsibility for service(s) not identified or included.

m. **Equipment Services.** Provider may provide any equipment-based Services with a mixture of used, refurbished, and new equipment as determined in Provider's sole discretion.

n. **Provider Access & Information.** Customer shall give Provider remote, administrative access to all of the necessary equipment and or portals through any of Customer's relevant network equipment and services (firewalls, routers, switches, cloud appliances, etc.). Customer acknowledges it will incur additional charges if Provider's access capabilities are modified or limited in any way by Customer's equipment, services, employees and/or other technology vendors. Customer shall participate with and deliver required materials and information to Provider on a timely basis and Customer shall be solely responsible for any delays and/or additional expenses incurred by either Party as the result of Customer's failure to do so. Customer shall be solely responsible for, and shall have sole control over, the content of any information passing through Customer's network.

o. **Support & Maintenance Coverage.** Support and maintenance coverage shall be provided during normal business hours (Monday through Friday 8:00 AM to 5:00 PM, Customer local time). Support and maintenance coverage shall only cover the specific equipment, users, and scope of work as

outlined in the Order Document(s). Unless otherwise included, all non-labor costs, including hardware, software, accessories, and consumables are not covered by the Agreement. Equipment maintenance coverage does not include any damage from physical breakage or acts of nature. Provider may replace any broken equipment covered by the maintenance coverage with used equipment as Provider deems necessary. Customer understands that support and maintenance coverage will be limited on any end of life (“**EOL**”) products. Maintenance and support on EOL products will be limited to Provider’s reasonable efforts. If Provider cannot fix an issue with an EOL product, the Customer may (a) pay to upgrade that portion of the solution or (b) abandon that portion of the solution. Fees and Expenses for additions, moves, and changes will be invoiced to Customer. Any Services provided that are not included in the scope of the Agreement will be invoiced to Customer on a time and materials basis. Provider shall be entitled to rely on all oral and written orders and instructions issued by Customer, its employees, or agents, including, without limitation, instructions to initiate work and/or perform work and incur expenses on Customer’s account. On-site services not included within the scope of Services will be invoiced on a "portal-to-portal" basis, meaning hourly charges will begin when Provider's staff member leaves Provider's office and will end when the staff member completes the services at Customer's place of business. Support requests will be answered by Provider in the order in which they are received. Remote support services not included within the scope of services will be charged to Customer in quarter-hour increments (i.e., for each quarter hour or portion thereof) per incident. On-Site Support services not included within the scope of services will be charged to Customer in one-hour increments (i.e., for each hour or portion thereof) including travel time. Support for solutions not purchased from Provider will be limited to reasonable effort support, may require engagement with a third party, and may result in additional charges to Customer.

p. **Standard Operational Hours.** Operational hours for Provider's hosted systems are 5:00 AM to 10:00 PM Central Time. The period between 10:00 PM and 5:00 AM Central Time is reserved for maintenance, repairs, and backup procedures.

q. **Quantities.** The Service Fees set forth in the Order Document(s) only includes the specific items outlined in the document and may not be inclusive of all users, systems, equipment, or infrastructure in use by Customer. Customer will be invoiced by Provider for all applicable users, systems equipment, and infrastructure provided with the Services (which may result in an increase

to the estimate given by Provider). Customer may add additional users, systems, equipment, and infrastructure to the Agreement subject to additional one-time and/or monthly charges.

r. **Adherence to the Law.** It is solely the responsibility of the Customer to make sure the configuration, use, and policies of the Customer adhere to all applicable laws and regulations. Customer acknowledges that Provider and Provider's software(s) may come with configurations which may need to be modified to meet legal requirements. This includes but is not limited to any laws regarding recording and reporting.

s. **Special Equipment Requirements.** In a co-managed, a la carte, data backup, or other IT services in which Customer retains part of the systems management, Customer shall not make any changes to equipment or solution(s) for which the Provider has management responsibilities. Any required changes (including, without limitation, to software versions, patches, connectivity, configurations, warranties, underlying operating systems, etc.) shall be coordinated with Provider, which may result in additional charges to Customer. If changes are not coordinated with Provider and the function of Provider's solution(s) is affected thereby, Provider will invoice Customer for the time and expense incurred by Provider to restore the solution(s).

3. PROPRIETARY RIGHTS

a. **Provider's Intellectual Property.** Provider does not convey nor does Customer obtain any right in the programs, systems, data or materials utilized or provided by Provider in the performance of the Agreement (together with, but not limited to, their source codes and related documentation and instructions); *provided, however*, that Customer shall have a perpetual, royalty-free license to use for Customer's internal business purposes any and all programming deliverables described on the applicable Order Document from and after full payment to Provider of all amounts due. Provider shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement. Provider retains and owns all right, title, and interest in Services, Content, Provider Technology, the Documentation, Provider's Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys any ownership interest in Provider's Intellectual Property to Customer.

b. Customer's Intellectual Property. Customer retains all ownership rights in Customer Data and Customer's Confidential Information, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys any ownership interest in or to the Customer Data or Customer's Confidential Information to Provider. Notwithstanding the foregoing, Provider may create Aggregate Data (as defined in Section 4(b) (*Aggregate Data*)), and shall own all right, title, and interest in Aggregate Data, both during and after the Term of the Agreement.

4. PRIVACY AND SECURITY

a. Use of Customer Data. Customer Data may be used, retained, and disclosed by Provider solely to (i) provide the Services; (ii) provide customer support; and (iii) comply with Applicable Laws. Personal Information of any employee or authorized Customer Representative (i.e., names and email addresses) are not included in Customer Data and Customer's Confidential Information collected or received by Provider in connection with the procurement or use of, or payment for, the Services. Provider shall use such Personal Information as provided in the Provider Privacy Policy available at www.itvoice.com, which describes how to manage individual communication preferences.

b. Aggregate Data. Aggregate Data may be generated, created, and used by Provider for any lawful purposes. Personal Information relating to Customer, Authorized Users, Customer's clients or customers, or other information that could reasonably identify a natural person or Customer shall not be included in Aggregate Data.

c. Protection of Customer Data, Personal Information, and Confidential Information. Each Party is responsible for complying with Applicable Laws (including, without limitation, applicable data protection legal requirements) in connection with the Agreement. Provider shall prevent unauthorized release, access, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Information by implementing and maintaining commercially reasonable technical, administrative, and physical safeguards and security methods. Provider's security methods may be updated, upgraded, changed, or supplemented as determined in Provider's sole discretion, which may require Customer to take action for continued use of the Services. Customer is responsible for advising Provider of any compliance requirements necessary for operation of Customer's business and Provider will assist Customer in meeting such

requirements through installation and maintenance of technology solutions. Customer shall validate that deployment and use of such solutions meet Customer's compliance requirements. Notwithstanding the foregoing, Customer acknowledges that Customer is solely responsible for its compliance with HIPAA, PCI, and all other applicable regulatory data security requirements. Customer is solely responsible for implementing and monitoring appropriate operational and security procedures and backup requirements selected by Customer and for making backup copies of all data.

d. **Notices.** Provider shall notify Customer without undue delay in accordance with Applicable Laws of unauthorized use, access or disclosure of any Customer Data or Customer's Confidential Information in Provider's control, including incident information required under Applicable Laws or reasonably requested by Customer to allow Customer to comply with its obligations under Applicable Laws. Provider shall use commercially reasonable efforts to identify the cause of the incident and remediate the cause within Provider's systems to the extent within Provider's reasonable control.

5. CONFIDENTIAL INFORMATION

a. **Use of Confidential Information.** Except as provided for in the Agreement, the Receiving Party shall not make any disclosure of the Disclosing Party's Confidential Information to anyone other than the Receiving Party's employees who have a need to know in connection with the Agreement. The Receiving Party shall notify its employees of their confidentiality obligations with respect to the Disclosing Party's Confidential Information and shall require its employees to comply with these obligations.

b. **Disclosures Required by Law.** If any Applicable Laws or judicial or administrative order requires disclosure of any of the Disclosing Party's Confidential Information by the Receiving Party, if legally permitted the Receiving Party shall promptly notify the Disclosing Party in writing before making any such disclosure, to allow the Disclosing Party to protect its Confidential Information. The Receiving Party shall cooperate with the Disclosing Party, at the Disclosing Party's reasonable expense, in seeking and obtaining protection for the Disclosing Party's Confidential Information. In the absence of a protective order, the Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

6. FEES AND PAYMENT

a. **Fees.** Customer shall pay all fees specified in each Order Document and applicable Expenses. Subscription fees will be invoiced to Customer in advance. Payment obligations are non-cancelable and fees and expenses paid are non-refundable. Provider may provide one or more invoices for the services and invoices may be issued by any combination of IT Voice and its Affiliates. Any cost saving estimates given by Provider are not guaranteed. Prices for goods are based on use or trade-in value of Customer's existing cable and communications equipment where appropriate. All pricing is for informational purposes only until approved by the Parties in a signed Order Document. Unless expressly specified otherwise in any Order Document, all fees, rates, and estimates exclude Taxes (as defined in Section 6(e)).

b. **Ancillary Fees.** Customer shall be responsible, and Provider will invoice, for fees and Expenses related to the following: (i) time spent by Provider to resolve functionality issues arising under Section 2(c)(2); and (ii) as provided in the Supplemental Terms.

c. **Payment.** Provider's pricing is based upon built in discounts for Customer's agreement to use autopay. If Customer removes autopay, Customer agrees to pay all additional fees associated with the removal of autopay. Notwithstanding the foregoing, Customer shall pay all invoiced fees and Expenses within ten (10) days after the invoice date unless otherwise agreed by Provider in writing. Customer payments will be applied to the oldest invoice first. If an invoice remains unpaid thirty (30) days after the invoice date a finance charge of 1.5% (18% per annum) will be applied. All payments will be made via Provider's online portal. Additional fees will apply if Customer requires paper invoices.

d. **Subscription Plans.** Customer's subscription plan for the Service is specified in the applicable Order Document. A Service subscription total price cannot be reduced during the Subscription Term.

e. **Taxes.** Customer is responsible for any applicable sales, transfer, use, excise, value-added, or similar taxes, levies, duties, fees, surcharges, and other gross receipts-based tax imposed against or on products and services, payable with respect to Customer's order of Services required or permitted to be collected by any local, state, or federal jurisdiction ("**Taxes**"). Customer shall be responsible for any such Taxes and shall either (i) remit such Taxes to the Provider or (ii) provide

Provider with a certificate or other proof acceptable to Provider evidencing an exemption from such Taxes. In the event the Provider fails timely to invoice Taxes on taxable goods or services covered by the Agreement, the Provider shall promptly notify Customer after discovery and Customer shall remit such Taxes to Provider.

f. **Fee Increases.** Charges for Services are based on the rate(s) and tariff(s) charged to Provider and Provider's vendor(s). Should any vendor rate(s), element(s), or other costs charged to Provider increase during the Term of the Agreement, Provider may increase the rate charged to Customer in an amount equal to 1.3x the underlying cost increase ("Provider Rate Increase"). All Service charges are subject to a minimum five percent (5%) annual increase ("Minimum Increase"); provided, however, the total annual increase shall not exceed the greater of the Provider Rate Increase, the Minimum Increase, the Consumer Price Index rate of inflation (specifically the CPI-U), and twenty percent (20%). Notwithstanding the foregoing, in the event of any change in applicable law, regulation, decision, rule or order that materially affects Provider's ability or cost to provide the Services, Provider may modify this Agreement (and any Services or Service charges provided hereunder) upon prior written notice to Customer. Unless otherwise agreed in writing, Service fees may be increased by Provider notifying Customer of such increase at least thirty (30) days prior to the price increase. Such notice may be in the form of an invoice or other form of notice used by Provider to communicate with Customer. Additional fees for any upgrade or any additional Service ordered by Customer; and the expiration of any discount or incentive programs to which Customer was previously entitled do not constitute fee increases.

g. **Attorneys' Fees.** Provider shall be entitled to recover its attorneys' fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of the Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof.

h. **Security Deposit.** Customer will deliver to Provider a deposit equal to the amount of the monthly subscription fee for the Services (the "**Security Deposit**"). The Security Deposit is not an advanced payment of fees or Expenses or a limit on Provider's damages in the event of Customer's breach of the Agreement. Provider is not required to segregate the Security Deposit from other funds or pay any interest on the Security Deposit. Without prejudice to any other remedies, Provider may apply the Security Deposit to unpaid invoices or against any damages suffered by Provider as the result of a Customer Breach. At Provider's demand, Customer shall replenish any portion of the Security

Deposit applied by Provider. Upon termination of the Agreement, Provider will refund the Security Deposit (or any remaining balance) to Customer within 120 days.

7. SERVICE SUSPENSION AND DISPUTES

a. **Generally.** Provider shall endeavor to resolve with Customer any circumstance that results in the exercise of Provider's suspension rights as reasonably practicable under the circumstances. Bases for suspension include, without limitation, the following: (i) a material risk caused by Customer, its Affiliates, or its or their Authorized Users or Representatives to the security or performance of the Services, Customer, or any other Provider customer or business partner; (ii) use of the Services in violation of the Agreement; or (iii) Customer is delinquent in its payment obligations for any undisputed amounts. In the case of payment delinquency, Provider shall notify Customer (including by phone or email to Customer's business contact) at least five (5) days before suspending the applicable Service. For any other suspension, Provider shall make a good faith effort to contact and provide notice to Customer in advance. Payment of undisputed amounts will be considered delinquent if not received within 15 days after the invoice date. Provider acknowledges that suspending the Services is a significant action. Provider shall exercise this remedy only in good faith and as necessary to resolve the issue giving rise to the suspension.

b. **Effect of Suspension.** Upon a suspension of Services, Customer (i) shall remain responsible for all fees and charges for suspended Services and other Services to which Customer continues to have access, if any; and (ii) Customer will not be entitled to any compensation or credit for any period of suspension, unless the suspension was due to Provider's error or omission.

c. **Billing Disputes.** Billing disputes must be asserted by Customer in writing to Provider within thirty (30) days after the date of the invoice giving rise to the dispute. Suspension rights, Termination rights and interest on late payments will not be exercised by Provider if Customer's dispute of charges is reasonable and in good faith and Customer reasonably cooperates with Provider to resolve the dispute.

d. **Service Disputes.** If Customer believes any Services delivered by Provider are of a lesser quality than set forth in the Agreement, Customer must notify Provider in writing, delivered by certified

letter return receipt requested, outlining the problem and Customer's desired outcome. Provider will have thirty (30) days from receipt of Customer's letter to bring the Service quality up to the agreed level. If Provider cannot resolve said issues within such thirty (30) day period, and the Parties are unable to reach a mutually acceptable plan for resolution then, as Customer's sole remedy, the Service fees associated with the affected Service(s) will be reduced by 20% until the Service(s) is returned to the agreed level(s).

8. TERM AND TERMINATION

a. **Agreement Term.** The term of the Agreement (the "**Term**") begins on the Effective Date of the initial Subscription Term for the first Service purchased and ends on the date of termination or expiration of the final Subscription Term.

b. **Subscription Terms.** Customer may purchase subscriptions to one or more Services. The effective period of each subscription is a "**Subscription Term**", which will begin on the subscription's "**Effective Date**" and ends five (5) years after its Effective Date, unless otherwise specified in the Order Document. At the end of the then-current Subscription Term, each Service subscription will automatically renew for the same period length as first subscribed (a "**Renewal Subscription Term**") until either Party delivers written notice of cancellation or nonrenewal at least 180 days prior to the end of the then-current Subscription Term.

c. **Subscription to Upgraded or Additional Services.** If Customer upgrades any Service during a Subscription Term, then the Subscription Term for the upgraded Service will extend the Subscription Term of any existing subscriptions which would expire sooner to have the same end date of the upgraded service. Fees for the upgrade will be added to the then-current subscription Service fee. The Subscription Term for any additional Service that Customer subscribes to will begin on the Effective Date for that upgraded Service and Customer will be charged separately for the applicable activation and annual Service subscription fee for the additional Service. If Customer upgrades the tier of Service purchased, renews a Service, or purchases an additional Service, then all Services to which Customer subscribes under these Terms will be subject to the then-current Terms and applicable Supplemental Terms.

d. Termination for Breach or Cause. Either Party may terminate the Agreement or any affected Service by notice to the other Party upon the other Party ceasing to operate in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within sixty (60) days of filing. Provider may terminate the Agreement if Customer materially breaches its obligations under the Agreement. Material breach by Customer includes the following by way of example and not limitation: (1) Customer is unable to resolve any material issue leading to suspension of Services arising from the acts or omissions of Customer, its Affiliates, or their Authorized Users or Representatives within thirty (30) days following notice of suspension; or (2) Customer's use of the Services in violation of Applicable Laws; or (3) Customer fails to fulfill any of Customer's Responsibilities; or (4) Customer fails to make the payments due in a timely manner. If Provider terminates the Agreement or any Service because of Customer's material breach, no prepaid amounts will be refunded to Customer, and Customer will be responsible for the Early Termination Charges.

e. General Effects of Termination. Upon any termination of the Agreement: (i) all of Customer's rights under the Agreement immediately terminate (with the exception of those surviving termination, as described below); and (ii) Customer shall pay early termination charges equal to one hundred percent (100%) of the Subscription fees for the remainder of the Subscription Term (the "**Early Termination Charges**"). Early Termination Charges shall be paid within thirty (30) days after delivery of Customer's termination notice or immediately upon receipt of Provider's invoice for same. Transitional services or information shall not be provided by Provider until Early Termination Charges are paid in full. All provisions that by their nature should survive termination of the Agreement will do so (including, by way of example and not limitation, payment obligations, indemnification and defense obligations, and duties of confidentiality).

f. Return of Equipment and Transfer of Contracts. Upon any termination of the Agreement Customer may either relinquish all equipment owned by Provider or enter into a new agreement with Provider for continued service. If Provider has been required to enter into third-party contracts (software, licensing, subscriptions, pre-purchased products, etc., collectively "**Contracts**") to ensure Customer receives uninterrupted Services, Customer shall be solely responsible for any Contracts which extend beyond the termination date by either transferring the Contracts into the Customer's name or paying the termination fees associated with such Contracts.

Regardless Customer shall pay Provider for one (1) month of service beyond the termination date to provide continuity of services for Customer and allow ample time for Provider to terminate any underlying services and remove Provider's equipment and software.

9. WARRANTIES

a. **Mutual Warranties.** Each Party represents and warrants to the other Party that (i) it has the authority to enter into and perform its obligations under the Agreement; (ii) the Agreement does not conflict with any other agreement entered into by it; (iii) it does not conduct business for any unlawful purpose; and (iv) it is not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; Her Majesty's Treasury, Asset Freezing Unit's Consolidated List of Financial Sanctions Targets; the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's domicile or use of the Services.

b. **Provider's Warranties.** Provider offers the following warranties for the Services:

i. The Services provided to Customer under the Agreement will perform in all material respects in accordance with its applicable, then-current Documentation; (2) subject to Section 4(c), neither a Service nor its features or functionality will be materially reduced during a Subscription Term (*provided, however, reductions may take effect upon expiration of a Subscription Term with at least ninety (90) days' written notice to Customer*); and (3) Provider will use commercially reasonable efforts to ensure the Provider Technology provided to Customer contains no computer virus, Trojan horse, worm, or other similar malicious code; *provided, however, Provider does not warrant that the Provider Technology is free from all bugs, errors, or omissions.*

ii. The warranties in this Section 9(b) do not apply to the extent that the Service, systems, or software have been modified by persons other than Provider's employees or persons authorized by Provider.

c. **Disclaimer of Implied Warranties.** Except as expressly provided in the Agreement, the Services are provided on an "as-is" and "as available" basis, and neither Party makes any warranties of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by Applicable Laws.

10. INDEMNIFICATION

a. **Indemnification Clause.** Customer shall indemnify and defend Provider and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of a third-party demand, claim, or action that (1) Customer's use of the Service in breach of the Agreement infringes the Intellectual Property rights of a third party; (2) results from Customer's breach of its obligations under the Agreement; or (3) results from Customer's violation of Applicable Laws.

b. **Process.** The obligations of Customer to defend or indemnify Provider under this Section 10 are subject to the following: (i) the Provider must promptly inform the Customer of any claim or action within the scope of the Customer's defense or indemnity obligations set forth in the Agreement in writing, provided that Customer shall not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that the Customer is prejudiced by any such failure to provide prompt notice; (ii) the Customer shall be given exclusive control of the defense of such claim and all negotiations relating to its settlement, except that the Customer may not, without Provider's approval, (A) make any admissions on the Provider's behalf or (B) settle any such claim unless the settlement unconditionally releases the Provider of all liability; and (iii) the Provider must reasonably assist the Customer in all necessary respects in connection with the defense of the claim, at the Customer's expense. The Provider may participate in the defense of the claim at its sole cost and expense.

c. **Exclusive Remedy.** This Section 10 states the Customer's sole liability and the Provider's exclusive remedy with respect to Infringement and any third-party claim or action described in this Section. This Section does not apply to any direct claims between the Parties.

11. MODIFICATIONS

a. **Modification Notice.** Subject to the restrictions in this Section 11, these Terms, the Acceptable Use Policy, or any Supplemental Terms may be modified by Provider from time to time. Provider shall provide prior written notice ("**Modification Notice**") to Customer of such modifications at least thirty (30) days prior to the effectiveness of the modifications. No prior notice is required if modifications are necessary to comply with Applicable Laws, but Provider shall use commercially reasonable efforts to provide prior notice when practicable. The list of services in the table in Section 15 may be modified at any time without providing prior notice.

b. **Renewal Modification Notice.** The modifications will become effective (without notice) for each Service affected by the changes upon renewal of such Service. Customer may avoid the applicability of the changes only by cancelling the renewal of Customer's subscription prior to commencement of the Renewal Subscription Term.

c. **General.** Customer will be bound by the modifications as of the effective date stated in the Modification Notice.

12. EXCLUSION OF CERTAIN CLAIMS; LIMITATION OF LIABILITY

a. **Exclusion of Certain Claims.** In no event shall either Party be liable to the other Party or any other party for cost of cover or any consequential, indirect, special, punitive, incidental, exemplary, or lost profits damages of any kind, whether foreseeable or unforeseeable. The previous sentence will not apply to (i) instances of gross negligence or willful misconduct, (ii) a Party's breach of its privacy, security, and confidentiality obligations set forth in Section 4 and Section 8, (iii) to a Party's misappropriation of the other Party's intellectual property rights, or (iv) to a Customer's indemnification obligations.

b. **Limitations of Liability.** Except as otherwise provided in these Terms, in no event shall Provider's aggregate liability to Customer exceed the fees paid or payable by Customer to Provider under the Agreement during the thirty (30) day period immediately preceding the event

giving rise to the claim. Provider will have no liability to Customer if technology or human failures cause any disruption to Customer, any injury to persons or property, losses (including any loss of business or data losses), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the service or equipment, reliance by any user or customer on any data provided or obtained through use of the Services or equipment, any interruption, defect, error, virus, ransomware, cybercrime, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with the Agreement. In no event shall Provider be liable to Customer, any user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential, or punitive damages.

c. **Limitation of Claims.** Notwithstanding any statute or law to the contrary, and except with respect to claims of infringement or misappropriation of Intellectual Property of the other Party, neither Party may bring any claim relating to the Agreement more than one (1) year after the events giving rise to the claim occurred.

d. **General.** These exclusions and limitations apply even if the remedies are insufficient to cover all the losses or damages of such Party, its Affiliates or, in the case of Customer, Authorized Users. Without these limitations, the fees for the Service(s) would be significantly higher. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all the above exclusions or limitations may not apply, and the Parties may have additional rights.

13. MISCELLANEOUS

a. **Compliance with Laws.** Each Party shall at all times comply with all Applicable Laws, including, without limitation: anti-corruption laws, including, to the extent applicable, the U.S. Foreign Corrupt Practices Act of 1977, as amended; federal immigration and hiring laws.

b. **Relationship of the Parties.** The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties.

c. **Third-Party Applications.** Provider shall not be responsible for and does not in any way endorse any Third-Party Applications or websites linked to by Provider's website or the Services.

d. **Publicity.** Neither Party shall issue any public statement regarding the Agreement without the other Party's prior written consent. Unless a Party has specifically notified the other Party to the contrary in writing, either Party may use the name or logo of the other Party or its Affiliates to identify such other Party as a customer or vendor (as the case may be) in accordance with that Party's provided marketing guidelines.

e. **Non-Solicitation.** Customer acknowledges that Provider has invested substantial expense in terms of time and money spent on advertising, screening, testing, training, and experience development of its personnel, in addition to the consequential impact an employee may have on the revenue activity to Provider. Customer shall not to solicit, hire or otherwise contract with any employee and/or independent contractor of Provider without the expressed written consent of Provider while said employee and/or independent contractor is in the employment or contract of Provider or within one (1) year after leaving employment of Provider. Customer further agrees to indemnify and compensate Provider for liquidated damages that may be suffered by Provider relevant to the impact of their solicitation of the employee. The liquidated damages for breach of this clause shall not be less than \$100,000.00. This Section 13(e) shall survive the termination of the Agreement.

f. **Governing Law, Arbitration, Jurisdiction and Venue.** Provider and Customer agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by binding arbitration before a single arbitrator in Jefferson County, Alabama, in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The arbitrator(s) shall apply Alabama law to the merits of any dispute or claim, without reference to conflicts of law rules. Customer

hereby consents to the personal jurisdiction of the state and federal courts located in Jefferson County, Alabama for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which Provider and Customer are participants. Each Party shall each pay one-half (1/2) of the costs and expenses of such arbitration.

g. Equitable Relief. Each Party acknowledges that damages may be an inadequate remedy if the other Party or its Affiliates or its or their Representatives (or, in the case of Customer, Authorized Users) violate the obligations under the Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security and without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

h. Force Majeure. Provider shall be responsible to Customer for any failure or delay of performance caused by circumstances beyond Provider's reasonable control, including, without limitation, fire, earthquake, storm, or other act of God; labor disputes or supplier failures or shortages; electrical, telecommunications, or other utility failures; vandalism, ransomware, or cybercrime; embargoes; riots; pandemics, acts of government or national emergencies; or acts of terrorism or war.

i. Notices. Provider shall provide Customer with legal notices in writing by email, mail, or courier to the address provided by Customer. Customer shall immediately notify Provider of any change to Customer's address for notice. Except as otherwise specified in the Agreement, all notices to Provider must be in writing and sent to IT Voice, 4260 Cahaba Heights Court, Suite 100, Birmingham, Alabama 35243, Attention Legal Department.

j. Successors and Assigns. Either Party may assign the Agreement without the other Party's consent to an entity that acquires all or substantially all of the assets of or that is an Affiliate of the assigning Party; *provided, however,* that (i) the assigning Party must provide notice of the assignment to the other Party, (ii) the assignee agrees in writing to be bound by the Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor of the non-assigning Party or to an entity operating a business in violation of Applicable Laws. Except as provided above, neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the

Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

k. **Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of the Agreement will remain in full force and effect.

l. **Waiver.** No waiver of any provision of the Agreement, nor any consent by a Party to the breach of or departure from any provision of the Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver or consent will be effective only in the specific instance and for the purpose for which given.

m. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes all prior or contemporaneous communications, representations, agreements, or understandings (whether written, electronic, or verbal) between the Parties with respect thereto. Except as specified in Section 11, the Agreement may not be modified or amended except by a written instrument executed by both Parties. Customer's standard terms of purchase or vendor management terms (including purchase order terms or click-through terms), if any, are inapplicable. Except to the extent expressly specified otherwise, if there is any conflict between these Terms and any of the other Agreement documents, then the following order of precedence applies: (i) any addendum between the Parties, (ii) the Order Document, (iii) the Supplemental Terms, as applicable, and (iv) these Terms.

o. **Cyber Insurance.** Customer is required to purchase cyber insurance to reimburse Customer for the cost of Provider services needed to mitigate any cyber event which insurance must be in place for the duration of the Agreement. The amount of insurance coverage must be based on the perceived exposure and risk associated with Customer's business. Provider fees include but are not limited to any and all time for technical and customer support at emergency rates, consulting, technical tools, forensic tools, systems, processes and controls to attempt to prevent, remediate and/or eliminate a perceived or active cyber threat. Services may include, but are not limited to,

support for investigations, technical and legal support, gathering forensic evidence and customer support before, during and after the event. Due to the urgency and nature of cyber events, Provider will require a monetary deposit from Customer to begin remediation which will be applied toward payment for Provider's remediation services in an amount determined in Provider's sole discretion. Customer is solely responsible for paying Provider in full for all services, equipment and goods provided by Provider in connection with the remediation. Such services, equipment and goods include, without limitation, Provider's time, tools, software, hardware, resources and any other items needed for the mitigation, consulting and support during the cyber event) regardless of whether Customer has a cyber insurance policy in effect. Customer will pay Provider within thirty (30) days of Provider's invoice regardless of whether Customer is in receipt of a settlement from its insurance company.

p. **Mutual Non-Disparagement.** It is agreed by each Party that they will not, at any time, make any comments about each other that are, or could be interpreted to be, disparaging or derogatory or that paint the other party in a negative light. Specifically, Customer agrees, among other things, that they will not make any disparaging, derogatory or negative comments about Provider officers, directors, owners, employees, products, services, policies or practices. Provider's obligation pursuant to this Section is limited to comments made by members of Provider's Board of Directors or Officers. If either Party breaches the commitments contained in this Section, that Party will be liable to the other for any resulting harm incurred.

REVTEL COMMUNICATIONS, LLC. SERVICE TERMS AND CONDITIONS

Terms and Conditions Applicable to Voice & Carrier Services

RevTel Communications, LLC (“RevTel”), an IT Voice Affiliate, will provide all Voice, LEC, and Carrier Services to customers. RevTel’s Voice and Carrier Services are subject to the following Supplemental Terms.

1. 911 LIMITATIONS AND RESTRICTIONS. THE SERVICE INCLUDES A 911/E911 ACCESS COMPONENT. THE SERVICE’S 911/ E911 ACCESS COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS THAT ASSOCIATED WITH TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICE OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/ E911 ACCESS PORTION OF THE SERVICE WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW AND REPRESENTS AND WARRANTS IT HAS BEEN INFORMED BY REVTEL OF THE REASONS TO HAVE AT LEAST ONE BACKUP METHOD OF ACCESSING 911/E911 SERVICE, SUCH AS A CIRCUIT-SWITCHED TDM TELEPHONE OR CELLULAR TELEPHONE, PER CUSTMOMER LOCATION.

- a. Loss or interruption of electrical power to Customer’s VoIP telephone, its ATA, Modem, Router, Switch or any other devices in the critical path from Customers VoIP handset to the [Company Name] switching center at the user’s location. The user will not be able to use the Service for calls (including “911”) during such a power interruption or outage. Following the power interruption or outage, users may find it necessary to reset or reconfigure the Service prior to being able to use the Service for making and receiving calls, including “911” calls.
- b. Loss or interruption of Internet access at the user’s location.
- c. Failure of the user’s broadband or VoIP hardware (including without limitation Phones).
- d. Failure of the user’s broadband or VoIP software (including without limitation soft phones).
- e. Improperly installed or configured user broadband or VoIP hardware.

- f. Improperly installed or configured user broadband or VoIP software (including without limitation soft phones).
- g. Suspension, disconnection, or termination of the Service for any reason, including without limitation (i) for failure to pay or default, or (ii) failure of the Service to function for any reason.
- h. Customer failed to provide RevTel with any physical location of the RevTel served VoIP handset-user, or failed to provide the correct physical location of same (i.e., the address is incorrect, incomplete, abbreviated, or misspelled).
- i. Customer failed to update the user's physical location with RevTel when the user moved or changed location/address.
- j. The user attempts a 911 call via a RevTel served VoIP handset from a location/address different than the location/address registered with RevTel.
- k. For the purposes herein (911/E911), the terms location and address shall be understood to designate information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper PSAP for the call's originating location. Such location and address may include but not necessarily limited to the street name and number, building, unit, and zip code (e.g. Unit B-22, 1111 North Main Street, Anywhere, State, 99999).

REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S EQUIPMENT (PHONE OR SOFTPHONE) WITH REVTEL UPON ORDERING THE SERVICE AND UPON ADDING A USER/ USERS TO AN EXISTING REVTEL SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE ONLINE ORDER FORM. CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATION WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES VIA THE SETTINGS PAGE ON CUSTOMER'S WEB-BASED USER PORTAL OR, WITH RESPECT TO SOFTPHONES, VIA THE SETTINGS PAGE ON THE SOFTPHONE. CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER'S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT REVTEL'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE REVTEL SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES REVTEL OF A CHANGE IN THE REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION

UNAVAILABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

WARNING LABELS. REVTEL WILL PROVIDE CUSTOMER WITH LABELS WARNING THAT THE 911/ E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT REVTEL VIA [CONTACT METHOD(S)].

ADDITIONAL 911/ E911 LIMITATIONS. THE LOCAL EMERGENCY CALL TAKER RECEIVING THE 911 CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE 911 CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, WIRELINE 911 SERVICES.

911/ E911 LIMITATION OF LIABILITY/ INDEMNITY. REVTEL AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS WILL HAVE NO LIABILITY TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY FOR, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO, CUSTOMER, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS REVTEL, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR REVTEL'S PROVISION OF 911/ E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/ E911 SERVICES.

2. Customer Proprietary Network Information. In the normal course of providing services to its users and customers, RevTel collects and maintains certain customer proprietary network information ("CPNI")

typical to the industry. CPNI includes the types of telecommunications and interconnected VoIP services Customer currently purchases or subscribes to, how Customer uses those services (for example, Customer's calling records), and billing information related to those services. Customer's telephone number, name, and address do not constitute CPNI. RevTel does not sell, trade, or otherwise share Customer's CPNI with anyone outside of RevTel and those parties authorized to represent RevTel to offer RevTel's services or to perform functions on RevTel's behalf related to RevTel's services, except as the law may require or Customer may authorize. Federal law generally permits RevTel to use CPNI in its provision of the telecommunications and interconnected VoIP services Customer purchases or subscribes to, including billing and collections for those services. RevTel may also use or disclose Customer CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect RevTel's rights or property, to protect against the unlawful use of RevTel Services, or to protect other users.

Customer may elect to prohibit RevTel's use of Customer's CPNI to market services other than services of the same type that Customer already purchases from RevTel by providing RevTel with Customer's "opt-out" notice within thirty (30) calendar days of Customer's Service commencement via written notice to RevTel at the notice address. If Customer fails to do so within such timeframe, Customer will be deemed to have given RevTel consent to use Customer's CPNI to market services other than services of the same type that Customer already purchases from RevTel. Restricting RevTel's use of Customer CPNI will not affect RevTel's provision of any service, nor will it necessarily eliminate all types of RevTel marketing.

3. Taxes and Fees. Taxes and fees applicable to Voice Services are described on the RevTel Communications, LLC terms attached as an exhibit labeled Understanding Taxes, Surcharges and Fees at the end of this document.

4. Facsimile and Recording Limitations. Due to faxing being outdated, Services to any lines used for faxing are not guaranteed to work. Recordings will be available for thirty (30) days unless stated otherwise in the Order Document or restrained by system limitations.

5. Installation Requirements. To ensure satisfactory operation of equipment, Customer is responsible for ensuring its facility meets the following requirements: (1) conduit for cabling is already present (if required by building codes) and prices for cabling assumes that the building is equipped with standard drop in (suspended) ceilings (with at least 24" clearance above ceiling grid) and all walls are studded walls with at least 3" clearance on the interior of the walls (any building or areas of the building that have other finishes

may require Provider to attach conduit to the walls, floors, or ceiling that may not match existing surfaces in color or texture); (2) room temperature must be maintained between 60-80 degrees Fahrenheit; (3) relative humidity not exceeding 75%-non condensing; (4) normal business lighting; (5) adequately equipped and isolated power; (6) a 3' minimum clearance in front of the equipment; (7) access to "cold water ground" within 10' of the equipment; (8) the demark must be in the same room as the equipment (if it is not, then the demark will be extended at the customer's cost); and (9) the location(s) designated for the equipment shall not be within the proximity of utility piping which may cause harm to the equipment if the pipes were to malfunction. Any damage to equipment caused by the failure of the above conditions or any other environmental conditions shall be Customer's responsibility.

6. Carrier Management. Customer appoints Provider as Customer's exclusive agent to act on its behalf to provision services with the underlying telecommunications carrier ("**Carrier**") (if any). Customer authorizes Provider to provision and manage Carrier's services, receive, and pay bills from Carrier on Customer's behalf and engage with Carrier on Customer's behalf to open tickets, report service outages, and engage with Carrier for technical support. Customer shall abide by Carrier's current terms of service. Customer acknowledges that Provider may not be a reseller of Carrier services and is only responsible for managing Carrier's services on behalf of Customer. Customer shall execute the necessary Letter(s) of Authorization (LOA) necessary for Provider to perform the services described in this section. Provider's price quote for the carrier services does **not** include taxes, surcharges, or other fees for the proposed services, or any miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recover charges, misc. internet charges, long distance charges, operator assistance call charges (i.e., collect calls, third-party calls and call interrupts), and/or other charges identified in tariffs or applicable Carrier service agreement terms. In accordance with the tariffs or other applicable service Agreement terms, Customer will be responsible, and Provider will invoice Customer, for all such charges incurred or increases to same. Nonprofit organizations are advised that the majority of telecommunication taxes and fees will apply regardless of any tax-exempt status and the organization should expect to be invoiced for taxes and fees.

7. Domestic and International Call Limitations. Provider may or may not block international calls and directory assistance calls. If you require these features, please contact Provider to have them enabled. Overages above the included Domestic long-distance use will be invoiced by Provider at the Provider's

current rate per Minute of Use (MOU). No International Long Distance is included within the services unless specifically stated. All International calls will be invoiced to Customer over and above the monthly payment at the tariffed rate(s).

8. Switch/Internet Access. Unless otherwise stated in the Order Document, phones do not include network switch or internet access. Customer is solely responsible for all costs associated with Customer's internal network (including a managed switch) and internet access (including providing a Public IP exclusively for Voice use). Further, Customer acknowledges that the VOIP services provided by Provider use the Customer's internet and recognizes that the voice quality will depend on the quality of Customer's internet service.

9. Termination of Existing Services. Customer is solely responsible for disconnecting any existing telecommunication networks or facilities and for any termination liability associated with such terminations.

REVTEL COMMUNICATIONS, LLC

Understanding Taxes, Surcharges and Fees

Taxes and Surcharges

Federal Surcharges

Federal Universal Service Fund (FUSF). The Telecommunications Act of 1996 requires RevTel Communications, LLC (“RevTel”) to contribute to the Federal Universal Service Fund (“FUSF”). The FUSF helps to make phone service affordable and available to all Americans, including consumers with low incomes; those living in areas where the cost of providing telephone service is high; public schools and libraries; and rural healthcare providers. The Federal Communications Commission (“FCC”) delegates the administration of the FUSF to the Universal Service Administrative Company (“USAC”). Each quarter, the FCC adopts a “contribution factor” for FUSF support. The contribution factor is a percentage of the total interstate and international end-user telecommunications and Interconnected VoIP (“I-VoIP”) revenue that each carrier is responsible for contributing to the FUSF. As permitted by FCC regulations, RevTel has opted to bill the FUSF surcharge as a separate line item to end-user customers. Consistent with such regulations, RevTel only bills FUSF line item charges in an amount equal to the quarterly contribution factor currently in effect multiplied by the invoiced amount subject to the FUSF. This is a permissible pass-through surcharge but is not a tax or charge mandated by the government.

Please visit [USAC’s Website](#) for more information on the FUSF.

State & Local Taxes and Surcharges

State & Local Regulatory Surcharges

State Universal Service Fund (USF). RevTel may also be required to contribute to State Universal Service Funds (“SUSF”). The funds may be used to assist in providing universal service and to support a variety of other programs at the state level. RevTel collects applicable charges from its end-user customers. These charges are permissible pass-through surcharges but are not taxes or charges mandated by the government.

Telecommunications Relay Services Fund. Some states also require contributions to State Telecommunications Relay Services (“TRS”) Funds to offset the cost of providing local transmission services that provide hearing or speech challenged individuals with the ability to use certain communications services. Many states require RevTel to remit this fee to the governing authority. RevTel collects applicable fees from customers and remits them to the relevant authorities.

State & Local Sales and Use Tax

All states, with limited exceptions, impose some form of state-level sales and use tax. The sales and use tax is generally imposed on the sale or use of tangible personal property and certain services. These taxes are intended to be passed on to the end user/consumer.

In many states, local jurisdictions also impose a sales or use tax. In some instances, the local sales and use tax is administered by the local jurisdiction. In other instances, the state administers the local sales and use tax.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel collects sales and/or use taxes as required by state and/or local law.

Communications Services Tax

Some state and local jurisdictions impose communications specific taxes on communications services in addition to or in lieu of sales or use tax. The communications services tax is intended to be passed on to the end user/consumer. The rates for communications services taxes are usually different than the sales and use tax rates and vary by jurisdiction.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel collects communications services taxes as required by applicable state and/or local law.

Gross Receipts Taxes

A number of states impose a gross receipts tax on communications service providers. In some states, gross receipts taxes are intended to be passed on to the end user/consumer. In other states, the gross receipts tax is the responsibility of the seller, and there is no pass-through to the end user.

Certain exemptions may exist for gross receipts taxes that are intended to be passed on to the customer, based on the type of entity making the purchase (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays gross receipts taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

Local Utility Taxes

Local utility taxes are imposed by cities and counties in a select number of states. Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays local utility taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

Local License Taxes

Local license taxes are imposed by cities and counties in a limited number of states.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays local license taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

E911 Fees

In order to fund the provision of 911 emergency telephone service, state and local jurisdictions impose E911 fees on certain communications services. These fees are sometimes administered by the state department of revenue, but the majority of E911 fees are assessed and administered by local jurisdictions. E911 fees are intended to be passed on to the customer on the invoice. Sales for resale are generally exempt from E911 fees. Non-profit organizations are generally subject to E911 fees, whereas they might be exempt from taxes or other fees.

RevTel collects E911 fees from customers when required by applicable state and/or local law.

Other Fees

Cost Recovery

VoIP Cost Recovery Fee (CRF). A VoIP Cost Recovery Fee ("CRF") equal to X% of invoiced charges (excluding taxes) will apply to VoIP services. This charge is imposed to recover costs incurred by RevTel for fees, contributions and/or charges associated with telecommunications services for the sight and hearing impaired, local number portability, North American Numbering Plan administration, and administrative costs, fees and expenditures related to compliance with Federal and state regulatory programs and annual FCC regulatory fee obligations, along with other carrier and administrative expenses (including, but not limited to, legal, general compliance, payroll, property and infrastructure expenses and costs imposed upon RevTel by its suppliers related to RevTel's VoIP offerings).

This is a permissible fee but is not a tax or charge mandated by the government. For more information on programs supported by the CRF, please see below.

Federal Telecommunications Relay Services (TRS) Fund. The TRS Fund was established by the FCC in 1993 to reimburse TRS providers for the cost of providing interstate TRS services. TRS services are telephone transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone.

Under the FCC's rules, RevTel must contribute a percentage of its intrastate, interstate and international end-user communications revenues to the TRS Fund. The contribution percentage varies annually.

Local Number Portability Administration (LNPA). Local Number Portability (“LNP”) is a customer’s ability to keep existing phone numbers when switching to another service provider. RevTel must provide LNP, as well as contribute to the FCC’s LNPA program, designed to diffuse the costs of administering LNP. RevTel pays a proportionate share of the LNP costs in each region in which it operates and has customers. This fee varies frequently by region.

North American Numbering Program Administration (NANPA). The North American Numbering Plan (“NANP”) is an integrated telephone numbering plan for the Public Switched Telephone Network (“PSTN”) serving multiple countries including the United States and its territories. It is administered by the North American Numbering Plan Administration (“NANPA”).

Under the FCC’s rules, RevTel must contribute to the costs of numbering administration. Contributions are based on a percentage of RevTel’s revenues from customers using international, intrastate and interstate communications services. The percentage varies annually.

Annual Regulatory Fee. RevTel, as an interstate service provider, must pay an annual regulatory fee to the FCC. This fee varies annually.

Internet Access Cost Recovery Fee

An Internet Access Cost Recovery Fee (“CRF”) equal to X% of invoiced charges (excluding taxes) will apply to Internet access services. This charge is imposed to recover administrative and other costs incurred by RevTel related to its Internet access service offerings. These costs include administrative expenses including, but not limited to network investment and infrastructure expenses and costs imposed upon RevTel by its suppliers related to RevTel’s Internet access service offerings.

Network Cost Recovery Fee

A Network Cost Recovery Fee (“CRF”) equal to X% of monthly recurring charges (excluding taxes) will apply to all services. This charge is imposed to recover costs incurred by RevTel related to network and equipment investment, including but not limited to equipment and service upgrades and various costs for supporting critical applications and offerings.



319 Plus Park Blvd, Suite 202
 Nashville, TN 37217
 (615) 290-3932
Billy Johnston
Michael B. Climer



PO Reference: Sourcewell Pricing Contract #120122-MBS
Mitel Budgetary Pricing Worksheet - Phones and License Budget

9/24/2024

Qty	Itemized Description	Mitel List Price	Sourcewell SKU Numbers	Sourcewell Per Unit	Price Extended
	<u>Mitel Phones</u>				
1	IP480G IP Phone	\$475.00	10577	\$308.75	\$308.75
1	IP485G IP Phone	\$555.00	10578	\$360.75	\$360.75
1	6905 IP Phone	\$121.00	50008301	\$78.65	\$78.65
1	6920w IP Phone	\$350.00	50008385	\$227.50	\$227.50
1	6930w IP Phone	\$450.00	50008386	\$292.50	\$292.50
	<u>Application Server Licenses</u>				
1	Courtesy License (Ext only)	\$120.00	30145	\$72.00	\$72.00
1	Telephony License (Ext+Mlbx)	\$200.00	30146	\$120.00	\$120.00
1	Essentials License (Ext+Mlbx, Connect Desktop Client with IM, Collaboration, Softphone, Peer to Peer Video, Web & App Dialer)	\$250.00	30147	\$150.00	\$150.00
1	Standard License (Essentials + Remote Phone (Requires Edge GW), SFDC/other CRM)	\$375.00	30148	\$225.00	\$225.00
1	Advanced License (Standard + Operator, Workgroup Supervisor = Agent Management (No Video) = Queue Handling, Workgroup voice-mail. Log in, Log out. (No video)	\$620.00	30149	\$372.00	\$372.00
	Detail Design, Project Mgmt, Programming, Site Impl., Training (Customer to Install)		ITV Hourly Rate	\$179.00	\$179.00
	Mitel MiCare Partner Hardware/Software Support-1 Year (Self-Support on Phones Beyond Year 1)		94111		
				Shipping	\$0.00
				<i>Taxes not Included</i>	TBD
		GRAND TOTAL			

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Change Order to Computer-Aided Dispatch Rehosting

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider change order to CAD rehosting.

Staff Recommendation

Approve the change order to the CAD rehosting to offer after-hours technical services.

Background Information

In 2023, Council approved the rehosting of the CAD software system with CentraSquare Technologies. Our current agreement provides for the server cutover to take place during normal business hours. We have since determined that it would be more prudent to complete the server cutover during less demanding hours of operation. The change order will provide after-hours technical assistance for a total of \$4,485.

Council Priorities Served

Maintain Public Safety

Providing current software solutions for communications and records systems.

Fiscal Impact

The cost of the \$4,485 will be funded from CIP Public Safety Software.

Attachment

Change Order from Central Square



Quote prepared on:
January 06, 2025
Quote prepared by:
Amy Smith
amy.smith@centralsquare.com

Change Order

Quote #: Q-203501
Primary Quoted Solution: PSJ Enterprise
Quote expires on: July 03, 2025
Change Order in reference to: Q-101218

Quote prepared for:
Seth Russell
Murfreesboro Police Department
1004 N Highland Ave
Murfreesboro, TN 37130
6158931311

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Project Management Services - Fixed Fee	975.00
2. Public Safety Technical Services - Fixed Fee	3,510.00
Services Total	4,485.00 USD

QUOTE SUMMARY

Services Subtotal	4,485.00 USD
--------------------------	---------------------

Quote Subtotal 4,485.00 USD



Quote prepared on:
January 06, 2025

Quote prepared by:
Amy Smith

amy.smith@centralsquare.com

Change Order

Quote Total 4,485.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

MORE INFORMATION AT CENTRAL SQUARE.COM



Quote prepared on:

January 06, 2025

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []


Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Shane McFarland, Mayor

Date: _____

Signed by:
 APPROVED AS TO FORM

 Adam P. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Change Order Four to the Motorola Agreement for Public Safety Communications Equipment

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider change order number four to the Motorola agreement.

Staff Recommendation

Approve the change order to upgrade the radio communications server.

Background Information

Council approved an agreement with Motorola for Public Safety Communications in 2017. Change Order Four provides for the purchase and installation of a new radio management server. The current server is eight years old and is no longer efficient for our operating standards. This equipment is available for purchase via our current contract with Motorola for \$21,692.

Council Priorities Served

Maintain public safety

Radio systems are crucial in providing immediate communication to emergency personnel.

Fiscal Impact

The expense of \$21,692 is funded by the department's FY25 operating budget.

Attachments

Change Order Four



CHANGE ORDER

004

Change Order Number: 004
 Date: 12 December 2024
 Project Name and Number: TN-16I137AG
 Customer Name: City Of Murfreesboro TN
 Customer Project Mgr: Joseph Johnson

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

City of Murfreesboro approves the scope additions for the below items:

Scope Addition:

Radio Management **\$21,692.00**

- Addition of x2 COMPUTER,RACK MOUNT WINDOWS SERVER
- Engineering and Technician Services w/Optimization

Project Completion Date: December 2025

Contract Project Identifier (Name or Number): TN-16I137AG Contract Date: December 2016

In accordance with the terms and conditions of the contract identified above between City of Murfreesboro and Motorola Solutions, Inc., the following changes are approved:

Contract Price * Adjustments

Original Contract Price:	\$11,549,664
Previous Change Order amounts for Change Order numbers [001] through [003]:	\$0
This Change Order:	\$ 21,692
Contract Credit (If Applicable):	\$NA
New Contract Price:	\$11,571,356

***"Contract Price" does not include taxes.**



CHANGE ORDER

004

Completion Date Adjustments

Original Completion Date:	March 2018
Current Completion Date prior to this Change Order:	June 2025
New Completion Date:	December 2025

<p>Equipment Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed.</p> <p>Add:</p> <p>RM Server:</p> <ul style="list-style-type: none"> ● Addition of x2 COMPUTER,RACK MOUNT WINDOWS SERVER ● Engineering and Technician Services w/Optimization

<p>Scope of Work Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed.</p> <p>Service Setup for Radio Management Server</p>
--

<p>SUA/Support Service Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed. Must be completed by Project CSM.</p> <p>MSI is responsible for onsite dispatch and repair services on equipment</p>
--

<p>Schedule Changes: <i>(describe change or N/A)</i></p> <p>Update project completion based on CUD tower and shelter install: December 2025</p>
--

<p>Contract Price Changes: <i>(describe change or N/A)</i></p> <p>Price Increase: \$21,692</p>

<p>Customer Responsibilities: <i>(describe change or N/A)</i></p> <p>Representative for the City of Murfreesboro agrees to the following changes: Approve purchase of equipment addition of Server Equipment</p>



CHANGE ORDER

004

Payment Schedule for this Change Order:

(describe new payment terms applicable to this change order)

This change order will be billed upon completion of the scope of services in this change order.

Purchase Order Requirements for this Change Order (select only one).

A Purchase Order is required - included with this change order and is attached.

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer

By: Jeremy Phillips
Printed Name: Jeremy Phillips
Title: Regional SDI Manager
Date: 1/16/2025

By: _____
Printed Name: Shane McFarland
Title: Mayor
Date: _____

Reviewed by: Davin Hand
Motorola Solutions Project Manager

Date: 3 Jan 2025

APPROVED AS TO FORM

Adam F. Tucker
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION
Meeting Date: February 27, 2025

Item Title: City Council Meeting Minutes
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

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- February 6, 2025 (Public Comment)
- February 6, 2025 (Regular Meeting)
- February 13, 2025 (Workshop)

Historical Minutes

- November 30, 2023 (Workshop)
- December 7, 2023 (Public Comment)
- December 7, 2023 (Regular Meeting)
- December 14, 2023 (Workshop)
- December 21, 2023 (Regular Meeting)
- January 11, 2024 (Public Comment)
- January 11, 2024 (Regular Meeting)
- January 18, 2024 (Workshop)
- January 25, 2024 (Regular Meeting)



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, February 6, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, February 6, 2025.

Council Members Present

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

Madelyn Scales Harris and Kirt Wade were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Sam Huddleston, Assistant City Manager
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Public Comment

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer, indicated no one had registered to speak and moved to the next item on the agenda.

Mayor McFarland gave an opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:31p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, February 6, 2025, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, February 6, 2025.

Council Members Present

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

Madelyn Scales Harris was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Sam Huddleston, Assistant City Manager
Michael Bowen, Chief of Police
Mark McCluskey, Chief of Fire Rescue
Russ Brashear, Transportation Assistant Director
Matthew Blomeley, Assistant Planning Director
Valerie Smith, Water Resources Director
Kyle Lingo, Fleet Services Assistant Director
Ben Newman, Planning Director
Holly Smyth, Principal Planner
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

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

Mayor McFarland reminded residents to complete the 2025 Special Census. The census is nearing completion and can be filled out at www.murfreesborocensus.com. No private information is needed, just the number of individuals in your home. For every person that signs up, the City receives \$175.00 in federal and state shared funds to help keep City taxes low.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer, indicated no one had registered to speak and moved to the next item on the agenda.

Consent Agenda

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

- 1. Mandatory Referral for Abandonment of a Sanitary Sewer Easement West of Cason Lane (Planning)**
- 2. Trade of Firearms to GT Distributors (Police)**
- 3. Amendment Three To Grant Contract (Police)**
- 4. Contract Amendment with TDOT for Matching 5339 Funds (Transportation)**
- 5. United Systems Contract - Remote Mount Antenna Kits (Water Resources)**
- 6. United Systems Contract - Water Meters (Water Resources)**
- 7. SSR Task Order Amendment No. 1 - Plans Review Assistance (Water Resources)**
- 8. MSA Amendment 2 with MR Systems, LLC (Water Resources)**
- 9. Asphalt Purchases Report (Water Resources)**

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

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

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

Nay: None

Minutes

10. City Council Meeting Minutes. Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding approval of the following City Council meeting minutes. The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Current Minutes

- January 16, 2025 (Public Comment)
- January 16, 2025 (Regular Meeting)

Historical Minutes

- October 24 – 25, 2024 (Council Retreat)
- August 3, 2023 (Public Comment)
- August 3, 2023 (Regular Meeting)
- August 10, 2023 (Workshop)
- August 17, 2023 (Regular Meeting)
- August 31, 2023 (Regular Meeting)

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

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

Nay: None

Old Business

Ordinance

11. Ordinance 25-O-06 FY25 Budget Amendment (Second and Final Reading) (Finance).

Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication requesting Council amend Ordinance 25-O-06, amending the City's budget, and approve the ordinance on second and final reading, as amended. Ms. Tucker indicated an additional change to move an IT position budgeted in Water Resources' budget to the General Fund budget under the IT Department. This change will increase the City's headcount, the revenues from Water Resources, and payroll expenses.

Mr. Wright made a motion to amend Ordinance 25-O-06, as requested. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

The ordinance titled "ORDINANCE 25-O-06 amending the Fiscal Year 2025 (hereafter "FY2025") Budget (3rd Amendment)" which passed its first reading on January 30, 2025, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 25-O-06, as amended, on second and final reading. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

12. Amending the PRD zoning for property along Veals Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding amending the PRD zoning of approximately 205.21 acres located along the north side of Veals Road west of Double Springs Road. Notice of public hearing was published on January 16, 2025, in *The Daily News Journal*. Mr. Blomeley stated that a public hearing was required on the matter. Mr. Blomeley introduced Matt Taylor, SEC, who presented a PowerPoint presentation reviewing the proposed PRD changes.

12a. Public Hearing: Amend the Zoning on 205.21 acres. Mayor McFarland initiated a public hearing, welcoming comments on amending the PRD zoning and providing instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

12b. Ordinance 25-OZ-02 (First Reading). The ordinance titled, “ORDINANCE 25-OZ-02 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 205.21 acres in the Planned Residential Development (PRD) District (Greystone PRD) located along Veals Road and Double Springs Road as indicated on the attached map, Meritage Homes, applicant [2024-420]” was offered for passage on its first reading.

Mr. Wright made a motion to approve Ordinance 25-OZ-02 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Rezoning property along Old Lascassas Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning of approximately 4.0 acres located at the southwest corner of Old Lascassas Road and North Rutherford Boulevard to be rezoned from CF (Commercial Fringe District) to PCD (Planned Commercial District). Notice of public hearing was published on January 16, 2025, in *The Daily News Journal*. Mr. Blomeley stated that a public hearing was required on the matter. Mr. Blomeley introduced Benny Pandorf, consultant for Huddleston-Steele, who presented a PowerPoint presentation reviewing the proposed site plan.

13a. Public Hearing: Rezone 4.0 Acres. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and providing instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

13b. Ordinance 25-OZ-03 (First Reading). The ordinance titled, “ORDINANCE 25-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to

Planned Commercial Development (PCD) District (Lascassas Crossings PCD); HEMG, LLC, applicant [2024-419]” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-03 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14. Amending the PCD zoning for property along North Rutherford Boulevard (Planning).

Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding amending the PCD zoning of approximately 1.94 acres located along the east side of North Rutherford Boulevard north of Louise Street. Notice of public hearing was published on January 16, 2025, in *The Daily News Journal*. Mr. Blomeley stated that a public hearing was required on the matter. Mr. Blomeley introduced Brian Grover, SEC, who presented a PowerPoint presentation regarding the proposed site layout.

14a. Public Hearing: Amend the Zoning on 1.94 acres. Mayor McFarland initiated a public hearing, welcoming comments on amending the zoning and providing instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

14b. Ordinance 25-OZ-04 (First Reading). The ordinance titled, “ORDINANCE 25-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 1.94 acres in the Planned Commercial Development (PCD) District (East Side Village PCD) located along North Rutherford Boulevard as indicated on the attached map, CSC Properties, LLC, applicant [2024-421]” was offered for passage on its first reading.

Ms. Averwater made a motion to approve Ordinance 25-OZ-04 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Rezoning property along East Castle Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a rezoning for approximately 3.88 acres located along both sides of East Castle Street and along the west side of South Bilbro Avenue

from RS-8 (Single-Family Residential District 15) & CCO (City Core Overlay District) to PND (Planned Institutional District) & CCO. Notice of public hearing was published on January 16, 2025, in *The Daily News Journal*. Mr. Blomeley stated that a public hearing was required on the matter. Matthew Blomeley introduced Brian Grover, of SEC, who presented a PowerPoint presentation reviewing the proposed site plan.

Mayor McFarland, Mr. Wright, and Mr. Maxwell indicated their support of the proposal to reduce parking and safety issues in the area around First Baptist Church.

15a. Public Hearing: Rezone 3.88 acres. Mayor McFarland initiated a public hearing, welcoming comments on amending the rezoning and providing instructions for those wishing to speak. The following individuals addressed the Council:

1. James McCarroll, Senior Pastor of First Baptist Church, spoke in favor of the rezoning request. He stated the parking lot addition will keep church attendees safe and clear the streets for the traffic flow.

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

15b. Ordinance 25-OZ-05 Rezoning property along East Castle Street (First Reading) (Planning). The ordinance titled, “ORDINANCE 25-OZ-05 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.88 acres located along South Bilbro Avenue and East Castle Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Institutional Development (PND) District (First Baptist Church Murfreesboro PND) and City Core Overlay (CCO); First Baptist Church Murfreesboro, applicant [2024-422]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 25-OZ-05 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

16. Purchase of Service Truck (Fleet Services). Kyle Lingo, Fleet Services Assistant Director, presented a Council Communication requesting Council approve the contract and

purchase of a Chevrolet 4WD MD Service Body Truck from Wilson County Motors, LLC in the amount of \$132,196, funded from the Other Capital Sources Fund.

Ms. Averwater made a motion to approve the contract and purchase from Wilson County Motors, LLC. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

17. Calgon Carbon Corporation Contract - Granular Activated Carbon (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approve a contract for Granular Activated Carbon (GAC) to be used in the water plant GAC contactors with Calgon Carbon Corporation. The cost for removing the existing GAC media, cleaning the contactor, and replacing the GAC media is \$165,680. Funding will come from the FY26 capital budget.

Mr. Maxwell inquired about the replacement of one per year unless unusual circumstances exist. Ms. Smith explained this is a normal replacement schedule and that an unusual circumstance would be if one was unavailable, hard to find, or another basin needed repair then two may be replaced in a year.

Mr. Wade made a motion to approve the contract with Calgon Carbon Corporation. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

18. SSR Task Order Emerging Contaminant GAC Pilot (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve a task order with Smith Seckman Reid, Inc. to conduct a pilot evaluating Granular Activated Carbon (GAC) and Ion-Exchange (IX) effectiveness in removing certain emerging contaminants from drinking water. The base cost for the Emerging Contaminant Removal Pilot Project is \$235,541 with contingencies included. Funding will come from capital reserves.

Mr. Maxwell inquired about the regulation of emerging contaminants in 2029. Ms. Smith clarified that the EPA standard requirements will change in 2029. Adam Tucker, City Attorney, clarified the EPA rule was adopted in 2024 but is not a mandatory standard until 2029.

Mr. Wade made a motion to approve the task order with Smith Seckman Reid, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Old Fort Park Parking Renovations - Stormwater Participation (Water Resources).

Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approval to use stormwater funds to pay for the upgraded cost of a permeable paver system versus a conventional paved parking lot at Old Fort Park. This project would be considered a retrofit. The Stormwater Fund cost participation would be taken from Stormwater Capital Reserves in the amount of \$373,580, the difference in cost between the City Fund Cost for asphalt paving (\$359,502) and parking improvement with pavers (\$733,082).

Ms. Averwater made a motion to approve the use of stormwater funds for Old Fort Park Parking Renovations. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. WRRF Wet Weather Upgrades - SSR Task Order Amendment No. 1 (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve Amendment No. 1 of Smith Seckman Reid, Inc. (SSR, Inc.) Engineering Task Order for the design of the upgrades and expanded facilities at the WRRF to treat peak wet weather flows in the amount of \$56,340, bringing the total task order to \$749,340.

Mr. Wade made a motion to approve the SSR, Inc. Task Order Amendment No. 1. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

21. WRRF Wet Weather Upgrades - TTL Task Order No. 17 Geotech Services (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approve TTL's geotechnical and testing services Task Order No 17 under their Master Services Agreement with the City for Phase 4F – Wet Weather Upgrades (TTL

Project No. 000240803304.00 - REV1). The geotechnical testing services, \$89,108, will be funded by the Department's Working Capital Reserves.

Mr. Wade made a motion to approve TTL Task Order No. 17 for Geotechnical Testing Services.

Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

22. Beer Permits. (Finance). Erin Tucker City Recorder/ Chief Financial Officer presented a Council Communication regarding Beer Permits. The following was offered for approval:

Regular Beer Permits

- Kwik Sak 618, 1630 Bradyville Pike (ownership change)

Applicants met requirements for the Beer Permit and were recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

2025 Census Update. Sam Huddleston, Assistant City Manager, reminded the community to complete the 2025 census and the drawing for a \$100 gift card on February 14, 2025. If residents complete the census online, they will be entered into the drawing. Mr. Huddleston stated the Fire Rescue Department will begin door-to-door census campaigning this weekend, within their station's area, to assist with non-responding streets and addresses.

Patterson Park Bradyville Town Hall Meeting. Mr. Huddleston reminded the Mayor, Council, staff and viewers about the Town Hall Meeting next week, Tuesday, February 11, 2025, at 6:00 p.m. located at Olive Branch Church, 1115 Minerva Drive. City Council and staff will discuss parks, road

and transportation projects, real-time crime center, public safety and offer a question-and-answer session for the Patterson Park Bradyville area. Mr. Huddleston invited those in the community to attend the meeting.

Finance Department Accomplishments. Mr. Maxwell reminded Mayor McFarland about announcing the great job the Finance staff has done. Mayor McFarland praised the Finance Department for the following:

1. Financial Audit Report has no findings.
2. Successful property tax season with over 90% of taxes collected (excluding public utilities).
3. Payroll has successfully implemented two mid-year pay raises, and two significant payroll/benefit policy changes (five PTO days & updated on-call policies).
4. Accounts Payable processed a total of 28,543 invoices and cut 16,682 checks/ACH payments.
5. The newly formed City Clerk Division has transitioned to new online Public Records requests portal and finalized the implementation of the electronic contracts module.

Next Council Meetings. Darren Gore, City Manager, stated Council will meet on Thursday, February 13, 2025, will not meet on February 20, 2025, and anticipate meeting again on February 27, 2025.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:57 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, February 13, 2025 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:34 a.m. on Thursday, February 13, 2025.

Council Members Present

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

Jami Averwater and Austin Maxwell were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Amanda DeRosia, Interim Finance Director
Lesley Short, Assistant Finance Director
Sam Huddleston, Assistant City Manager
Craig Tindall, Special Counsel
John Tully, Assistant City Attorney
Brad Hennessee, Facilities Manager
Matthew Blomeley, Assistant Planning Director
Chad Gehrke, Airport Director
Greg McKnight, Executive Director of Development
Nate Williams, Executive Director of Recreational Services
Angela Jackson, Executive Director of Strategic Services
Chris Griffith, Executive Director of Public Infrastructure
Raymond Hillis, Executive Director of Public Works
Michele Emerson, City Engineer
Lexi Stacey, Project Coordinator
Michael Bowen, Chief of Police
Steve Jarrell, Deputy Chief of Police
Mark McCluskey, Chief of Fire Rescue
Randolph Wilkerson, Human Resources Director
Jim Kerr, Transportation Director
Chad Gehrke, Airport Director
Brad Hennessee, Facilities Maintenance Director
Russell Gossett, Solid Waste Director
Mike Browning, Public Information Officer
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland confirmed with Erin Tucker, City Recorder/ Chief Financial Officer, that no one had registered to speak at public comment on actionable agenda items and then moved to the next item on the agenda.

Action Items

1. Old Fort Ballfield Renovations (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of an Agreement with Musco Sports Lighting, LLC for ballfield lighting renovations at Old Fort Park and CIP fund reallocation. Discussion ensued. Put in amount of funding.

Vice Mayor Shacklett made a motion to approve the Agreement with Musco Sports Lighting, LLC and CIP reallocation. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

2. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication requesting approval of the following City Council meeting minutes:

Current Minutes

January 30, 2025 (Regular Meeting)

Historical Minutes

September 14, 2023 (Workshop)

September 21, 2023 (Public Comment)

September 21, 2023 (Regular Meeting)

October 12, 2023 (Workshop)

October 19, 2023 (Regular Meeting)

November 2, 2023 (Public Comment)

November 2, 2023 (Regular Meeting)

November 9, 2023 (Workshop)

The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

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

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

Nay: None

3. Ordinance 25-OZ-04 Amending the PCD zoning for property along North Rutherford Boulevard (Second and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 1.94 acres in the Planned Commercial Development (PCD) District (East Side Village PCD) located along North Rutherford Boulevard as indicated on the attached map, CSC Properties, LLC, applicant [2024-421]" which passed its first reading on February 6, 2025, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 25-OZ-04 on second and final reading. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

4. Ordinance 25-OZ-05 Rezoning Property along East Castle Street (Second and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-05 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.88 acres located along South Bilbro Avenue and East Castle Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Institutional Development (PND) District (First Baptist Church Murfreesboro PND) and City Core Overlay (CCO); First Baptist Church Murfreesboro, applicant [2024-422]" which passed its first reading on February 6, 2025, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 25-OZ-05 on second and final reading. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

5. Ordinance 25-OZ-02 Amending the PRD Zoning for Property along Veals Road (Second and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-02 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 205.21 acres in the Planned Residential Development (PRD) District (Greystone PRD) located along Veals Road and Double Springs Road as indicated on the attached map, Meritage Homes,

applicant [2024-420]" which passed its first reading on February 6, 2025, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-02 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

6. Ordinance 25-OZ-03 Rezoning Property along Old Lascassas Road (Second and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Planned Commercial Development (PCD) District (Lascassas Crossings PCD); HEMG, LLC, applicant [2024-419]" which passed its first reading on February 6, 2025, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-03 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Absent: Madelyn Scales Harris

7. Reallocation of CIP Funds for Pipe Replacement in Kingdom Ridge Subdivision (Engineering). Chris Griffith, Executive Director of Engineering, presented a Council Communication requesting reallocation of FY22 CIP funds to the Kingdom Ridge Subdivision Pipe Replacement. The estimated cost of this project is \$250,000 which is funded by the FY 22 CIP.

Ms. Scales Harris made a motion to approve the reallocation of FY22 CIP funds. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Workshop Items

8. Presentation of FY24 Audit Report (Finance). Mayor McFarland stated this item was pulled from the agenda as Mr. Jobe, the auditor who will be presenting, was ill. Mayor McFarland requested this item be presented at a future evening meeting.

9. Keystone – Broad Street Redevelopment Amendments Overview (Administration). Darren Gore, City Manager, presented a Council Communication regarding Broad Street

redevelopment project, amended tax increment financing and amended and restated development agreement update. Mr. Gore turned the floor over to Matt Taylor of SEC, Inc. who proceeded to present a PowerPoint presentation reviewing the current status of the Keystone Development including key tasks completed, equity partners and design team, proposed development, study views, approved building elevations, economic impact plan, City and county proceeds, previous and proposed infrastructure improvements, previous and proposed development schedule, previous and proposed parcel for development + transaction, and changes to agreements. Mr. Taylor answered questions from Council regarding the Hometown Heroes program and the development. Discussion ensued.

Mr. Taylor outlined a projected start date for the WGNS portion (a free-standing building) in September 2025, with the bulk of the rest of the project being done between November 2025 - April 2026, followed by 18 months of construction through 2027.

Darren Gore, City Manager, outlined a timeline for Council review and approval of items for the Keystone Development from February – April 2025 and encouraged Council to ask questions during this time frame.

No action was taken.

10. Cherry Lane Corridor Study Area (I-840 to I-24) (Administration). Darren Gore, City Manager, presented a Council Communication regarding review of the Cherry Lane Corridor Study Area between I-840 and I-24. A master plan for the Cherry Lane corridor would help mitigate the loss of the interchange due to the Choice Lane TDOT project. The City is recommended to take the lead on a master plan due to constraints identified within the Cherry Lane corridor including CSX railroad (R/R), Overall Creek and the West Fork Stones River floodways and floodplains, and the limited access to Broad St. (US41) & I-840 on several properties which may result in traffic issues. Mr. Gore recommended pausing development in this area until infrastructure is designed to support traffic projections and anticipated utility service for economic development. Approving development plans in a piecemeal fashion, under the City's regular order of business, will conflict with the necessary long-term transportation and utility infrastructure improvements. This corridor needs an overall master plan to prevent future issues. Properties that may be affected during this recommended pause include Waldron Property, Dismukes Property, Hord Property, I-840 and Cherry Lane Interchange and I-24 Flyover Bridge versus an Interchange. Mr. Gore indicated it could be a 6-9 month pause on development in the area. Discussion ensued.

Mr. Wade made a motion to suspend development approvals in the proposed area for nine (9) months so a Master Plan could be developed. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

11. 2024 Annual Report (Administration). Darren Gore, City Manager, presented a Council Communication and PowerPoint regarding Murfreesboro's 2024 Annual Report with an overview of key insights and trends. This is City staff's first attempt at an overall review of several metrics that have not been provided to the Council or the public before. The purposes of this report include transparency and accountability, performance evaluation, strategic planning, public engagement and resource allocation. The presentation included slides and information on:

- City Council 2025 Agenda Action Items Highlights
- 2024 On Motion Fiscal Impact Charts (General Fund, Water Resources, Federal/State/Other Funds)
- 2024 Land Use Matters Charts (Zoning, Sewer Variances, Outside City Sewer Service)
- 2025 Highlights Trends and Charts regarding
 - Building Activity
 - Public Infrastructure
 - Police Department
 - Fire & Rescue Department
 - Human Resources
 - Strategic Services Division
 - Public Works Division
 - Recreation Division
 - Public Works Division
 - Water Resources, and
 - Stormwater

Mr. Gore explained he plans to present a report annually so Council can see trends within City operations. There were no questions.

12. Airport Projects Update and Other Matters (Airport). Chad Gehrke, Airport Director, presented a Council Communication and documents regarding an update of airport projects and issues. Mr. Gehrke presented a PowerPoint presentation and provided information regarding the status of several airport projects and plans including:

- recently completed airside Pavement Repair and Rehabilitation Project (Runway 36)
- future airfield pavement repair and rehabilitation projects,
- meeting FAA design standards for Runway Protection Zones (RPZ) and the purchase of properties within this area,
- four-year history of aircraft operations at MBT
- noise complaint reduction due to operation changes
- status of the Approach Mitigation Design Project,
- status of the Federal Contract Tower project,

- development of the Taxiway F Development area,
- status of new Hangar Lease Agreements and implementation of a lease management program (Aerosimple),
- status of MTSU Aerospace Relocation plan (Master Lease term ends June 31, 2031),
- status of future federal and state airport funding, and
- Summary plotting our course into the future: Maintenance and safe operations, economic development, budget and finance.

Mayor McFarland reviewed numbers detailing how busy the airport is for a small municipal airport. Approximately 300 per day.

13. CIP Transfers (Finance). Amanda DeRosia, Interim Finance Director, provided a Council Communication and documents regarding notification of CIP transfers to facilitate spending down the 2021 Bond. Transfers include transfer of CIP Funds for McKnight Ball Field/Parking Improvements (2021) and Additional City facilities (2025), Medical Center Parkway 2 (2021) and Automated Sideloaders (2025), Memorial Widening (2021) and Old Fort Parkway Widening I-24 to New Salem (MED), and Cherry Lane 3 (2021) and Town Creek (General Fund). There were no questions and no action was taken.

14. December 2024 Dashboard (Finance). Amanda DeRosia, Interim Finance Director, provided a Council Communication and documents including the December 2024 Dashboard, December Impact Fee Report and City Schools December Dashboard to provide Council relevant financial, building and codes and construction data. There were no questions and no action was taken.

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

No beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

15. Draft MTSU Service Fee Agreement for Residential Properties (Administration). Darren Gore, City Manager, presented a Council Communication and requested Council review a five-year draft Service Fee Agreement with Middle Tennessee State University (MTSU) for leasing residential properties. The service fee would be \$848.00 per property per year unless certain criteria are met. The service fee would fund public services and infrastructure and benefit the

residents of the City, including, but not limited to, public safety, parks and recreation, streets and solid waste. There were no questions and no action was taken.

Solid Waste Pickup Scheduling Changes. Darren Gore, City Manager, announced that the Solid Waste Department is moving to a four-days per week solid waste pick-up schedule, Monday through Thursday, to allow Friday to be used as a clean-up and maintenance day for trucks, carts, etc. This will allow the department to be more efficient. Mayor McFarland suggested City staff coordinate with the Communications Department to inform citizens of the changes.

Landfill Annexation Proposal. Mayor McFarland requested that Legal and Planning staff prepare documents to annex the BFI/ Republic Services landfill into the City for presentation to Planning Commission and City Council. As an outside the City sewer customer, BFI agreed not to contest an annexation proposal. This type of agreement is consistent with the City's approach to handling outside the City sewer customers. The annexation would allow the City to collect taxes from the landfill.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:49 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, November 30, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, November 30, 2023.

Council Members Present

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

Madelyn Scales Harris was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Erin Tucker, Budget Director
Darren Gore, Assistant City Manager/ Water Resources Director
Matthew Blomeley, Assistant Planning Director
Sam Huddleston, Assistant City Manager
Brad Barbee, Planner
Chad Gehrke, Airport Director
Gabriel Moore, Project Engineer
Russell Gossett, Solid Waste Director
Michael Bowen, Chief of Police
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Ceremonial Items

Mayor McFarland stated there were no ceremonial items but announced that Middle Tennessee Christian School football team won their first State Championship about an hour ago.

Consent Agenda

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

1. Mandatory Referral for Abandonment of a Right-of-Way Along Northwest Broad Street (Planning)

- 2. Transfer of Firearms to a Retiring or Separating Officer (Police)**
- 3. O&M Vehicle Purchase Contract Amendment (Water Resources)**

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

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

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

Nay: None

Public Comment on Actionable Agenda Items

Mr. Maxwell asked Mayor McFarland if there were any public comments on actionable agenda items. Mayor McFarland stated no one had signed up for public comment.

Old Business

Ordinance

4. Ordinance 23-O-34 FY24 Budget Amendment (Second and Final Reading (Administration)). The ordinance titled "ORDINANCE 23-O-34 amending the Fiscal Year 2024 (hereafter "FY2024") Budget (2nd Amendment)" which passed its first reading on November 9, 2023, was offered for passage on its second and final reading.

Mr. Wade made a motion to approve Ordinance 23-O-34 on second and final reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Land Use Matters

5. Plan of Services and Annexation for Property Along New Salem Highway and Barfield Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a Plan of Services and Annexation for approximately 32.43 acres located south side of New Salem Highway and a linear section of road on the Barfield Road right-of-way. There is no zoning request because when a property is zoned residential in Rutherford County and is annexed by the City, it automatically comes into the City with a RS-15 zoning classification. Notice of public hearing was published on November 14, 2023 in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Mr. Blomeley stated that Matt Taylor from SEC and John Harney, representative for the applicant, were present and available for questions the Council may have prior to the public hearing. There were no questions.

5a. Public Hearing for Plan of Services and Annexation. Mayor McFarland initiated a public hearing, welcomed comments on the plan of services and annexation and provided instructions for those wishing to speak.

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

5b. Resolution 23-R-PS-32 Plan of Services. The resolution titled, “RESOLUTION 23-R-PS-32 to adopt a Plan of Services for approximately 32.43 acres located along New Salem Highway and Barfield Road, including 520 linear feet of Barfield Road right-of-way, World Outreach Church or Murfreesboro Tennessee, Inc., applicant [2023-504]” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-PS-32. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

5c. Resolution 23-R-A-32 Annexation. The resolution titled, “RESOLUTION 23-R-A-32 to annex approximately 32.43 acres located along New Salem Highway and Barfield Road (Tax Map 114, Parcel 00800), including 520 linear feet of Barfield Road right-of-way, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, World Outreach Church or Murfreesboro Tennessee, Inc., applicant [2023-504]” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-A-32. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

6. Amending the PUD Zoning for Property Along Cason Trail (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding amending the PUD zoning of approximately 121 acres located along the north side of Cason Trail, east of Racquet

Club Drive including reducing the number of total units from 620 to 566, reducing density from 5.16 dwelling units/acre to 4.6 dwelling units/acre, reducing parking spaces, reducing the amount of open space in the cottage section of the development, and modifying the location and size of the detection ponds. Notice of public hearing was published on November 14, 2023 in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Prior to the public hearing, Mr. Blomeley introduced Manly Thweatt with Huddleston-Steele Engineering, Inc, and turned over the floor over to him and stated Drew Alderson, representative from the applicant Hidden River Development, was also available for any questions from Council. Council asked Mr. Thweatt and Mr. Alderson questions. Mr. Thweatt presented a PowerPoint presentation regarding the PUD of Hidden River Estates.

6a. Public Hearing Amending PUD Zoning on 121 acres. Mayor McFarland initiated a public hearing, welcomed comments on the PUD amendment and provided instructions for those wishing to speak. The following individual addressed Council:

1. Mike Green, 2107 Gaston Court, stated he was opposed to the location of the project due to the effect of development on current residents including vegetation removal and buffer, blasting, traffic and congestion.

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

Mayor McFarland asked Mr. Blomeley to confirm the amendment is a reduction in units. Mr. Blomeley stated that it is a reduction of 54 units. Discussion among Council members, staff and developer ensued regarding the project.

6b. Ordinance 23-OZ-33 Amending the PUD Zoning (First Reading). The ordinance titled, “ORDINANCE 23-OZ-33 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 121 acres in the Planned Unit Development (PUD) District (Hidden River Estates PUD) located along Cason Trail and Racquet Club Drive as indicated on the attached map, Hidden River Holding Company, LLC, applicant [2023-412]” was offered for passage on its first reading.

Ms. Averwater made a motion to approve Ordinance 23-OZ-33 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

7. Sewer Allocation Variance- Jack Byrnes Drive – Big Blue Marble Academy (Planning).

Brad Barbee, Planner, presented a Council Communication and documents requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately seven sfu's for the proposed daycare center to be located along the north side of Jack Byrnes Drive, south of Franklin Road. The Planning Department and Water Resources Department have reviewed the application and support the request.

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

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

Nay: None

8. Rescheduling Public Hearings (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rescheduling City Council public hearings. After further review of the City's holiday schedule, staff recommended the following public hearings be rescheduled from January 4, 2024 to January 11, 2024.

- a. Annexation petition and plan of services [2023-503] for approximately 5.2 acres located west of Sanctuary Place, W. Andrew Adams applicant.
- b. Zoning application [2023-416] for approximately 5.2 acres located west of Sanctuary Place to be zoned PUD (Marymont Springs PUD) simultaneous with annexation, W. Andrew Adams applicant.

Mr. Wright made a motion to reschedule the public hearings to January 11, 2024. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

9. Taxiway A and Apron Pavement Rehabilitation Grant and Work Authorization Amendments (Airport). Chad Gehrke, Airport Director, presented a Council Communication requesting Council approve amendments to the Tennessee Aeronautics Grant for \$235,628 and Barge Design Solutions Work Authorization for \$72,637 to complete the Taxiway A and Apron Pavement Rehabilitation project. The total Grant amount for this project including this Amendment

is \$2,321,011. The State portion is \$807,987. The federal portion is \$1,396,975 including the BIL Grant. The local 5% portion of \$116,051 is funded by the 2019 CIP.

Mr. Wade made a motion to approve the Taxiway A and Apron Pavement Rehabilitation Grant and Work Authorization Amendments. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mr. Gehrke announced that the Murfreesboro Airport would be receiving a Safety Award from the FAA on January 14, 2024.

10. Town Creek Task Order No. 6 (Administration). Gabriel Moore, Project Engineer, presented a Council Communication and documents requesting Council approve Task Order No. 6 with Griggs and Maloney for the Town Creek Daylighting Project Phase 1 and 2. Task Order No. 6 provides for the Hydraulic Modeling and Flood Plain Study of the daylighted creek throughout the Town Creek Phase 1 and 2 corridor and will be funded by ARPA funds designated for Town Creek Daylighting for \$90,000.

Mr. Maxwell made a motion to approve Town Creek Task Order No. 6. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

11. Purchase of Police Vehicles from Ford of Murfreesboro (Police). Michael Bowen, Chief of Police, presented a Council Communication and documents requesting Council approval of the purchase of 15 police vehicles from Ford of Murfreesboro dba TT of F. Murfreesboro, Inc. for the uniform division. The cost of \$676,125 is included in part by American Rescue Plan Act (ARPA) Funds and FY24 CIP, funded from General Fund.

Mr. Wade made a motion to approve the purchase and contract with Ford of Murfreesboro dba TT of F. Murfreesboro, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

12. Purchase of Police Vehicles from Lonnie Cobb Ford (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approval of the purchase of 34 police vehicles from Lonnie Cobb Ford, LLC. The cost of this purchase, \$1,621,057, is funded in part by the FY21 CIP bond and the FY24 CIP, funded by the General Fund.

Ms. Averwater made a motion to approve the purchase and contract with Lonnie Cobb Ford, LLC. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Purchase of Police Vehicles from Columbia Dodge (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approve the purchase of 20 new 2023 Dodge Chargers with Jotto equipment installs from Columbia Dodge dba TT of Columbia, Inc. The cost of \$986,265 is included in the FY24 CIP, funded by General Fund.

Mr. Maxwell made a motion to approve the purchase of 20 vehicles from Columbia Dodge dba TT of Columbia, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14. Purchase of Roll Out Carts (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication requesting Council approve the purchase of 2,808 roll out carts from Rehig Pacifica Company. The 95-gallon carts are to be purchased under a competitive Omni contract. The expense of \$177,616 is budgeted in the Solid Waste department's FY24 operational budget. Mr. Gossett stated the Solid Waste Department picks up about 58,000 carts each week.

Mr. Wade made a motion to approve the purchase and contract with Rehig Pacifica Company. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Purchase of Lytx Camera System (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication and documents requesting Council approval of purchase of an upgraded Lytx camera system and enter a 5-year lease program for the Solid Waste and Transportation Departments with Lytx, Inc. The contract totals \$144,303 over 5 years. The shared expense is \$19,272 annually for the Solid Waste Department and \$9,588 for the Transportation Department.

Mr. Maxwell made a motion to approve the purchase and contract with Lytx, Inc. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

16. Beer Permits (Finance). Erin Tucker, Budget Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- Beavers Mart, 1304 Northwest Broad Street (ownership change, grocery/market)
- Wako Japanese Cuisine, 740 Northwest Broad Street (ownership change, restaurant)
- Box Office Brews, 810 Northwest Broad Street (new location, movie theatre)
- TN Craft Butcher, 3921 Franklin Road (new location, grocery/market)

Applicants met requirements for the Regular Beer Permits and were recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Maxwell recognized Lagena Lee from Leadership Rutherford and thanked her for attending.

Mr. Wright announced the Christmas Tree Lighting on the Square on December 1, 2023.

Mayor McFarland announced the Christmas Parade will be on December 10, 2023, with Dr. Gloria Bonner as Grand Marshal of the Parade.

Next Council Meetings. Craig Tindall, City Manager, stated Council will have a regular meeting on December 7, 2023, with a public comment meeting at 5:30 p.m., and workshop meeting on December 14, 2023.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:45 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, December 7, 2023 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, December 7, 2023.

Council Members Present

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

Madelyn Scales Harris and Austin Maxwell were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Chris Yeager, City Clerk

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. Mayor McFarland reviewed the procedures for speaking and invited those present to come forward when they heard their name. The following individuals addressed the Council.

Guy Schwechten, 1306 Amboress Lane, did not show.

Jennifer Schwechten, 1306 Amboress Lane, did not show.

Richard Baines, 1319 Park View Terrace, expressed concern about the lack of a bus stop shelter at a busy stop on Middle Tennessee Boulevard near Kroger and the lack of representation the surrounding area of Murfreesboro is getting from Council.

Mayor McFarland provided an opportunity for anyone else present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned this meeting at 5:36 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, December 7, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, December 7, 2023.

Council Members Present

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

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Michael Bowen, Chief of Police
Jim Kerr, Transportation Director
Matthew Blomeley, Assistant Planning Director
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Engineering
Jennifer Knauff, Floodplain Administrator
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Mr. Wright commenced the meeting with a prayer followed by the Pledge of Allegiance by Boy Scout Troop 441 of Christiana, Tennessee.

Ceremonial Items

Proclamation - 2023 All-Area Girl's and Boy's Golf Teams. Mayor Shane McFarland presented a Proclamation to the 2023 All-Area Girl's and Boy's Golf Teams. Mayor McFarland recognized athletes by name from local schools who excelled in golf this season. These student athletes proudly represent the Murfreesboro and Rutherford County Community. Mayor McFarland, on behalf of the entire City Council, proclaimed December 7, 2023 as a day to honor and recognize the accomplishments of the 2023 All-Area Girl's and Boy's Golf Teams.

Public Comment on Actionable Agenda Items

Mayor McFarland acknowledged there was one individual registered to speak on actionable agenda items. Mayor McFarland provided instructions about the public comment session. The following individuals addressed Council.

1. Richard Baines spoke against Agenda Item 20 regarding the Pedestrian Bridge on Broad Street. He does not feel that the project is necessary or that it can be ADA compatible without excessive costs.

No one else had registered to speak, so Mayor McFarland closed the public comment session.

Consent Agenda

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

1. **Beasie-River Rock Material Testing Amendment (Engineering)**
2. **Contract Extension with Nashville Communications (Police)**
3. **Purchase of Drones from General Pacific Inc. (Police)**
4. **Purchase of Tactical Camera from ICOR Technology (Police)**
5. **Purchase of Radio Equipment from Motorola (Police)**
6. **Amendment 1 to the Annual Traffic Signal Maintenance and Electrical Contract (Transportation)**

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

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

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

Nay: None

Old Business

Land Use Matters

7. Ordinance 23-OZ-33 Amending the PUD Zoning for Property along Cason Trail (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-33 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 121 acres in the Planned Unit Development (PUD) District (Hidden River Estates PUD) located along Cason Trail and Racquet Club Drive as indicated on the attached map, Hidden River Holding Company, LLC, applicant [2023-412]” was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 23-OZ-33 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Resolution

8. Resolution 23-R-31 Transfer of Firearms to a Retiring or Separating Officer (Police).

Michael Bowen, Chief of Police, presented a Council Communication and resolution titled, “RESOLUTION 23-R-31 authorizing the Murfreesboro Police Department to present police officers who retire or separate employment in good standing and that meet the additional requirements of this resolution with their badge and service sidearm” for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-31. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

9. Resolution 23-R-32 Signal and Interchange Lighting Maintenance Agreement for Church Street (SR 231) and I-24 Exit Ramp Signalization (Transportation).

Jim Kerr, Transportation Director, presented a Council Communication and resolution titled, “RESOLUTION 23-R-32 accepting the State of Tennessee Department of Transportation’s proposals to construct a road improvement project described as “Ramp at SR-10 (South Church Street), Exit 81 (IA) Route: I-24” within the City of Murfreesboro, Tennessee, specifically Federal Project No. NH-I-24-1(133)/State Project No.75100-0122-44, 75100-3122-44, 75100-2122-44, 75100-1122-44” for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 23-R-32. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Land Use Matters

10. Rezoning Property along East Northfield Boulevard and North Tennessee Boulevard (Planning).

Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 18.02 acres located along East Northfield

Boulevard. Matt Taylor, SEC, presented a presentation of the proposed development prior to the public hearing. The public hearing resolution titled, “RESOLUTION 23-R-PH-35 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 18 acres along East Northfield Boulevard and North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Northfield Acres PRD – 14.7 acres) and Planned Commercial Development (PCD) District (Northfield Acres PCD – 3.28 acres); Haury & Smith Contractors, Inc., applicant, [2023-403]” was adopted by City Council on November 9, 2023 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on November 21, 2023.

10a. Public Hearing for Rezoning 18.02 acres. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. The following individuals spoke at the public hearing:

1. Joanna Midland, 1130 E Northfield, spoke against the development. She is concerned about the increased traffic and safety issues and drainage.
2. Bucky Philips, Forest Oaks II on Northfield, spoke against the commercial aspects of the development and expressed concern about traffic and drainage issues.

When no other speakers requested to speak, Mayor McFarland closed the public hearing.

Mayor McFarland asked Mr. Taylor to discuss the drainage issues. Mr. Taylor explained the process for preparing the property and improving the drainage for the broader area.

10b. Ordinance 23-OZ-35 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-35 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 18 acres along East Northfield Boulevard and North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Northfield Acres PRD – 14.7 acres) and Planned Commercial Development (PCD) District (Northfield Acres PCD – 3.28 acres); Haury & Smith Contractors, Inc., applicant, [2023-403]” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 23-OZ-35 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

11. Rezoning Property along North Maney Avenue and Lee Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 1.2 acres located along North Maney Avenue and Lee Street. The public hearing resolution titled, “RESOLUTION 23-R-PH-36 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 1.2 acres along North Maney Avenue and Lee Street from General Office – Residential (OG-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District; BNA Homes, applicant, [2023-408]” was adopted by City Council on November 9, 2023 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on November 21, 2023.

11a. Public Hearing for Rezoning 1.18 acres. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. The following individuals spoke at the public hearing:

1. Michelle Russell, 1021 E Bell Street, spoke against the development. She has concerns with how these homes will look in the existing neighborhood.
2. Linda Stevens, 312 North Maney, spoke against the development. She is concerned that the feel of the neighborhood will be changed.
3. Cathy Green, 726 North Maney, spoke against the development. She is concerned about the neighborhood changing for the worse.
4. Steve Baughman, 315 North Maney, spoke against the number of units being developed on the property.

When no other speakers requested to speak, Mayor McFarland closed the public hearing.

11b. Ordinance 23-OZ-36 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.2 acres along North Maney Avenue and Lee Street from General Office – Residential (OG-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District; BNA Homes, applicant, [2023-408]” was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 23-OZ-36 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

12. Rezoning Property along Van Cleve Lane (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 0.35 acres located along Van Cleve Lane and North Thompson Lane. The public hearing resolution titled, “RESOLUTION 23-R-PH-37 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 0.35 acres along Van Cleve Lane and North Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Light Industrial (L-I) District; Norman Brown, applicant, [2023-414]” was adopted by City Council on November 9, 2023 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on November 21, 2023.

12a. Public Hearing for Rezoning 0.35 acres. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

12b. Ordinance 23-OZ-37 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-37 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.35 acres along Van Cleve Lane and North Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Light Industrial (L-I) District; Norman Brown, applicant, [2023-414]” was offered for passage on its first reading.

Ms. Averwater made a motion to approve Ordinance 23-OZ-37 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

13. Rezoning Property along East Castle Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 0.15 acres located along East Castle Street. The public hearing resolution titled, “RESOLUTION 23-R-PH-38 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 0.15 acres along East Castle Street from Duplex Residential (RD) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (East Castle Manor PRD); BA Homes, LLC applicant, [2023-411]” was adopted by City Council on November 9, 2023 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on November 21, 2023.

13a. Public Hearing for Rezoning 0.15 acres. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

13b. Ordinance 23-OZ-38 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-38 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.15 acres along East Castle Street from Duplex Residential (RD) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (East Castle Manor PRD); BA Homes, LLC, applicant, [2023-411]” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 23-OZ-38 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

14. Planning Commission Recommendations (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the following items recommended for approval by the Planning Commission on December 6, 2023:

- a. Zoning application [2023-417] for approximately 48.3 acres located along Old Fort Parkway to be rezoned from CH & PSO to PCD (Stones River Town Centre PCD) & PSO, Kimley-Horn representing Sterling Organization applicant.
- b. Zoning application [2023-418] for approximately 7.3 acres located along Northwest Broad Street and West Vine Street to be rezoned from CH & CCO to PUD (Keystone on Broad PUD) & CCO, approximately 0.1 acres to be rezoned from CBD & CCO to PUD & CCO, and approximately 0.4 acres to be rezoned from CH & CCO to CBD & CCO, HRP Residential applicant.
- c. Proposed amendment to the City Zoning Ordinance [2023-803] pertaining to miscellaneous revisions to the following sections: Section 2: Definitions; Section 6: Amendments; Section 7: Site Plan Review; Section 9: Standards for Special Permit Uses; Section 24: Overlay District Regulations, Article VI. CCO, City Core Overlay District; Section 25: Temporary and Accessory Structures and Uses; Section 26: Off-Street Parking, Queuing, and Loading; Section 28: Non-Conformities; Chart 1: Uses Permitted by Zoning District (including Chart 1 endnotes); and Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes), City of Murfreesboro Planning Department applicant.

Mr. Blomeley stated that public hearings were required and requested Council set the public hearings for January 11, 2024.

Ms. Averwater made a motion to set the public hearings for January 11, 2024. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

15. Purchase of Property in Runway Protection Zone (Airport). Chad Gehrke, Airport Director, presented a proposal to purchase 1816 Herald Lane to maintain the Airport’s Runway Protection Zone. The expense, \$321,000, will be funded from \$40,000 through the FY24 CIP and the remaining balance coming from the Airport fund. Alternative funding is also being pursued as well.

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

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

Nay: None

16. Armory Drive – Professional Services Agreement (Engineering). Chris Griffith, Executive Director of Engineering, presented a proposal from Kimley Horn, Inc. for the Butler Drive realignment project. The estimated construction costs, \$7,390,962, are within the total project budget and are funded by the FY21 and FY22 CIP Budgets.

Mr. Wade made a motion to approve the task order. Ms. Averwater seconded the motion.

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

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

Nay: None

17. Butler Drive Realignment Award of Contract (Engineering). Chris Griffith, Executive Director of Engineering, presented a contract from Moody Excavating for the preliminary and final design for the realignment of Armory Drive with regards to the Construction Contract for the Butler Drive Realignment Project. The cost of this work, \$255,900, is funded within the FY22 and FY24 CIP Budgets.

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

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

Nay: None

18. Butler Drive Realignment CEI Contract (Engineering). Chris Griffith, Executive Director of Engineering, presented a contract from Kimley-Horn and Associates to perform construction administration services for the Butler Drive realignment project. The expense, \$112,000, is part of the project construction costs, which are funded by the FY21 and FY22 CIP Budgets. Construction Administration Contract for the Butler Drive Realignment Project.

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

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

Nay: None

19. Puckett Creek Master Services Agreement and Task Order (Planning). Jennifer Knauf, Floodplain Administrator, presented a Master Services Agreement for professional services and task order 1 with Volkert for the Puckett Creek LOMR for approval. The expenses, \$88,750, will be funded by Stormwater Funds. Puckett Creek Master Services Agreement and Task Order

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

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

Nay: None

20. Broad Street Pedestrian Bridge Agreement with TDOT (Transportation). Jim Kerr, Transportation Director, presented agreement No. 230410 Broad Street Pedestrian Bridge Transportation Alternative Program (TAP) Project between the City and TDOT for approval. This expense, \$2,610,388, is funded by federal and local dollars. The local portion, \$830,078, is funded by FY21 & FY22 Bond. Broad Street Pedestrian Bridge Agreement with TDOT.

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

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

21. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- RB on the Square, 11 South Public Square (new location/ coffee shop)
- Public Tennessee #1778, 5229 Veterans Parkway (new location/ grocery/market)

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections s.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

22. Taxiway A and Apron Pavement Rehabilitation Work Authorization Amendment (Airport). Chad Gehrke, Airport Director, presented amendments to the Tennessee Aeronautics Grant and the Barge Design Solutions Work Authorization. The total Grant amount for this project including this Amendment is \$2,321,011. The State portion is \$807,987. The federal portion is \$1,396,975 including the BIL Grant. The local 5% portion, \$116,051, is funded by the 2019 CIP.

Ms. Averwater made a motion to approve the grant and work authorization amendments. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Next Council Meeting. Craig Tindall, City Manager, stated that the next City Council Meeting would be a workshop held December 14, 2023.

Mayor McFarland announced that the Christmas Parade was this Sunday, but weather may be a factor.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:50 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Workshop Regular Session

Thursday, December 14, 2023 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, December 14, 2023.

Council Members Present

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

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Robert Holtz, Community Development Director
Matthew Blomeley, Assistant Planning Director
Chad Gehrke, Airport Director
Michael Bowen, Chief of Police
Angela Jackson, Executive Director of Strategic Services
Erin Tucker, Budget Director
Ronald Head, Assistant Director of Information Technology
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland confirmed with Jennifer Brown, City Recorder/ Finance Director, that no speakers were registered to speak at public comment on actionable agenda items.

Action Items

1. Renovations at 930 Cason Lane (Community Development). Robert Holtz, Community Development Director, presented a Council Communication and documents requesting approval to enter a construction contract with OLG Services, LLC for renovations at 930 Cason Lane to replace

roof shingles, replace lavatory faucets to touchless and to balance the new and existing HVAC systems. This building is a daycare the City purchased in May 2023 for use by Murfreesboro City Schools and required these upgrades. The expense of \$166,985 will come from the General Fund.

Vice Mayor Shacklett made a motion to approve the contract with OLG Services, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Land Use Matters

2. Ordinance 23-OZ-35 Rezoning Property along East Northfield Boulevard and North Tennessee Boulevard (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-35 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 18 acres along East Northfield Boulevard and North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Northfield Acres PRD – 14.7 acres) and Planned Commercial Development (PCD) District (Northfield Acres PCD – 3.28 acres); Haury & Smith Contractors, Inc., applicant, [2023-403]” which passed its first reading on December 7, 2023, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 23-OZ-35 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

3. Ordinance 23-OZ-36 Rezoning Property along North Maney Avenue and Lee Street (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.2 acres along North Maney Avenue and Lee Street from General Office – Residential (OG-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District; BNA Homes, applicant, [2023-408]” which passed its first reading on December 7, 2023, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-OZ-36 on second and final reading.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

4. Ordinance 23-OZ-37 Rezoning Property along Van Cleve Lane (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-37 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.35 acres along Van Cleve Lane and North Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Light Industrial (L-I) District; Norman Brown, applicant, [2023-414]” which passed its first reading on December 7, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-37 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

5. Ordinance 23-OZ-38 Rezoning Property along East Castle Street (Second and Final Reading) (Planning). The titled, “ORDINANCE 23-OZ-38 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.15 acres along East Castle Street from Duplex Residential (RD) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (East Castle Manor PRD); BA Homes, LLC, applicant, [2023-411]” which passed its first reading on December 7, 2023, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-OZ-38 on second and final reading.

Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Workshop Items

6. Airport Update (Airport). Chad Gehrke, Airport Director, presented a Council Communication regarding an update on the various current and future airport maintenance and improvement projects. Mr. Gehrke introduced and thanked the vendor representatives, Benson Hadley and Les Goldsmith, for their work on the project. Current and future key projects include road and ramp expansion, new fuel farm, terminal improvements, developing 27 acres on the north end of the airport for hangars, drainage, maintaining approach area south of the runway, drainage and airspace management. Challenges include funding, adherence to changing rules/regulations and community involvement. Discussion ensued. Mayor McFarland stated that the Council will need to discuss their funding approach for hangar upgrades and airport expansion. Mr. Gehrke stated that staff had requested Barge develop some estimates for Council review.

7. Subrecipient Presentation (Community Development). Robert Holtz, Community Development Director, presented a Council Communication regarding informational presentations by subrecipients for grant funds, Barabas Visions and Habitat for Humanity of Rutherford County. Mr. Holtz provided an overview of the grants the Community Development Department receives from the State of Tennessee and federal government and explained how those funds are used regarding funding and purpose. Mr. Holtz then introduced subrecipient representatives Randy Allen, Habitat for Humanity, and Julie Young, Barnabas Vision, to present information about their organizations and how the Community Development program has aided them.

Randy Allen, the COO for Habitat for Humanity, shared that there is a huge demand for affordable housing across our community and county and Habitat for Humanity is working to address that need. Last application cycle, there were over 300 applications completed, and 22 families were selected for Habitat homes. Homes are sold at the appraised value to homeowners, currently at approximately \$330,000. This is made possible through their partnership with the City, Community Development and other partners and sponsors. Habitat has been in Rutherford County for 34 years.

Julie Young, a social worker at Barnabas Vision, shared that Barnabas Vision has been in Murfreesboro for 12 years. Through the grant the City gave them in the last 14 months, 19 families that were experiencing homelessness were placed into housing. Additionally, they were able to help another 41 families avoid eviction because of the City partnership. Ms. Young shared some personal stories about people she has worked with as a social worker. 60 families, or 138 people are in housing because of this grant.

Vice Mayor Shacklett thanked the organizations for their important work in the community.

8. CIP Transfers (Finance). Jennifer Brown, City Recorder/ Finance Director, provided a Council Communication and documents regarding a CIP funds transfer between Town Creek and Rucker Lane. Mayor McFarland asked if there were any questions on the CIP funds transfer. There were no questions.

9. Real Time Crime Center Update (Police). Michael Bowen, Chief of Police, presented a Council Communication regarding an update on the Real Time Crime Center. Chief Bowen stated he would discuss three points: 1) transparency 2) where we are now and 3) what's next.

Chief Bowen understands using this type of technology may cause privacy concerns from citizens, so it is a continued goal to be transparent. Police have developed information on their website that included an informational video about the technology and how it is being used, links to state law and departmental policy regarding the technology and a list of frequently asked questions.

Chief Bowen reviewed the current status of the program. There are two types of technology currently approved by Council: LPR technology and public safety camera systems. 48 of 57 cameras are currently operational on municipal routes. 17 public safety camera systems have been purchased and are being placed based on violent crime data and can be relocated as necessary and will be operational soon.

Finally, Chief Bowen discussed what's next for the department. The Police Department has a furnished room that is designated The Real Time Crime Center room is close to being completed. The department has requested and been approved for funding from Governor Lee's Violent Crime Grant. The department will be approaching Council with additional proposals to incorporate gunshot detection technology into the crime center, the addition of LPR technology on State highways and purchase of additional public safety camera systems. He plans to continue to review and recommend ways to better partner with the community regarding their camera systems. There were no questions.

10. Murfreesboro Community Investment Trust Update (Administration). Craig Tindall, City Manager, presented a Council Communication and monthly financial report regarding an update on recent activities of the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions. Mr. Tindall reported on the Chief Investment Officer selection process and the Board's decision to contract with Marquette Associates and the status of the contract.

Mr. Tindall introduced Angela Jackson, Executive Director of Strategic Services, to review the grant application process and update on the Committee on Contributions. Ms. Jackson shared that

the grant application process opened in October 2023 for projects to be funded in the next fiscal year. 44 applicants were eligible to be reviewed by the Committee on Contributions and will be reviewed by the end of the calendar year. Final grant awardees will be presented to the MCIT Board of Trustees by February 15, 2024, and will be sent to City Council in March 2024. Funding will be distributed in July 2024. Discussion ensued.

11. October Dashboard (Administration). Erin Tucker, Budget Director, provided a Council Communication and documents regarding the October 2023 Dashboard. Mayor McFarland asked if there were any questions.

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- Tornado Market, LLC, 1007 Dr. Martin Luther King, Jr. Blvd. (ownership/name change, grocery market)

Special Event Beer Permits

- Rutherford County Chamber of Commerce:
 - January 9, 2024, Adams Tennis Complex, 925 Golf Lane (Networking)
 - March 12, 2024, City Tile, 223 S. Spring Street (Networking)
 - April 9, 2024, Rock the Block, S. Walnut Street between W. Main Street and Vine Street (Networking)
 - May 14, 2024, Redstone Federal Credit Union, 2404 Medical Center Parkway (Networking)
 - August 13, 2024, United Community Bank, 1835 E. Northfield Boulevard (Networking)
 - September 10, 2024, Ferguson Enterprises, 540 New Salem Highway (Networking)
 - October 8, 2024, Volunteer State Bank, 2019 Memorial Boulevard (Networking)
 - November 12, 2024, MMC, 3325 Shores Road (Networking)

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections for the Regular Beer Permits and Special Event Permit issuance for the Special Event Beer Permits.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

CityWorks Implementation Overview (IT). Ronald Head, Assistant Director of Information Technology, presented a Council Communication and Progress Status Report regarding CityWorks implementation of permits, licensing, and land (PLL). There are two CityWorks project suites the City has: 1) asset management (including service request, work order and storeroom) and 2) permits, licensing and land (PLL) (including workflow, submission of applications, fees and payments and collaboration with external and internal clients). Mr. Head reviewed the status of implementation, workflows, departments involved, and upgrades.

Next Council Meeting. Craig Tindall, City Manager, stated the next meeting will be Thursday, December 21, 2023.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:04 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, December 21, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, December 21, 2023.

Council Members Present

Mayor Shane McFarland – Presiding
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade

Jami Averwater and Shawn Wright were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
David Ives, Deputy City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Dr. Trey Duke, Director of Murfreesboro City Schools
Russ Brashear, Assistant Transportation Director
Randolph Wilkerson, Human Resources Director
Cathy Smith, Purchasing Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland stated that no one had registered to speak at Public Comment on Actionable Items.

Consent Agenda

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

- 1. Catalis Payments Upgrade (Finance)**
- 2. Wine Sales Certificate of Compliance – Publix, LLC #1778 (Finance)**
- 3. Contract with TDOT for Preventive Maintenance Expenses (Transportation)**
- 4. Asphalt Purchases Report (Water Resources)**

5. **Switchgear Improvements CCF No. 5 & Final Contract Adjustment (Water Resources)**
6. **Biosolids Polymer Replacement Change Order No. 2 Final (Water Resources)**
7. **Engineering & Stormwater Vehicle Purchases (Water Resources)**
8. **Amendment No. 3 to Contract with Calgon Carbon Corporation (Water Resources)**

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

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

New Business

Resolution

9. Resolution 23-R-33 FY24 Schools Budget Amendment #4 (Schools). Dr. Trey Duke, Director of City Schools, presented a Council Communication requesting Council approve FY24 Schools Budget Amendment #4 to the General Purpose Schools and School Nutrition funds to appropriate additional funds received after FY24 budgets were approved in June 2023. The resolution titled, "RESOLUTION 23-R-33 amending the Fiscal Year 2024 (hereafter "FY2024") Murfreesboro City Schools Budget (4th Amendment)" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 23-R-33. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

On Motion

10. Town Creek Task Orders 7-10 (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and documents requesting approval of Task Orders 7, 8, 9, and 10 with Griggs and Maloney for the Town Creek Phase I and II daylighting project. The cost of Task Orders 7, 9 and 10 of \$412,000 will be funded by ARPA funds. Task Order 8 in the amount of \$5,700 will be funded by the General Fund.

Mr. Wade made a motion to approve Task Orders 7-10 with Griggs and Maloney. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

11. Veterans Parks Gresham Smith Task Order 2 (Parks). Sam Huddleston, Assistant City Manager, presented a Council Communication and documents requesting approval of Task Order

2 with Gresham Smith for Phase 1 construction documentation for Veterans Park. The proposed lump-sum fee of \$729,500 is allocated in the General Fund and MED proceeds designated for this project.

Mayor McFarland stated that before the end of the year, he would go to the Veterans Park site with a shovel to “break ground.” Mr. Maxwell joined in stating he would join in to break ground before the end of the year.

Mr. Maxwell made a motion to approve Task Order 2 with Gresham Smith. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

12. Purchase of 48-passenger Special Education School Bus (Schools). Dr. Trey Duke, Director of City Schools, presented a Council Communication and documents requesting approval to contract for purchase of a 48-passenger transit style special education school bus from Mid-South Bus Center, Inc. The cost of \$150,850 will be funded through County Shared Bonds.

Mr. Wade made a motion to approve the purchase and contract with Mid-South Bus Center, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

13. Contract Amendment with TDOT for Bus Purchase (Transportation). Russ Brashear, Assistant Transportation Director, presented a Council Communication and documents requesting approval of a contract amendment with TDOT for bus purchase funds. The City has the previously approved bus purchase partially funded with 5339 funds and needs the additional \$21,414 in state funds to meet the match requirement. These additional funds will complete all necessary funding required for the bus purchase.

Ms. Scales Harris made a motion to approve the contract amendment with TDOT. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

14. Overall Creek Force Main Final Contract Change Order No. 1 (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and documents requesting approval of the Overall Creek Force Main Final

Contract Change Order No. 1. This is a deduction of \$756,852, establishing the final contract price at \$7,696,678. The project is ahead of schedule.

Mr. Maxwell made a motion to approve Overall Creek Force Main Final Contract Change Order No. 1. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

15. Development Agreement with Rutherford County Transfer Station (Water Resources). Mayor McFarland stated that Agenda Item 15 was pulled from the agenda.

Mayor McFarland recognized the hard work done by the Water Resources staff to keep water flowing and maintain safety during difficult weather.

16. North Thompson and Battlefield Pump Station Replacement Design (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and documents requesting approval of an engineering professional services agreement with Civil Infrastructure Associates, LLC (CIA) to design the upgrades and replacements of the North Thompson Lane and Stones River National Battlefield sanitary sewer pumping stations. The \$115,000 expense was recommended to come out of MWRD's working capital reserves.

Mr. Maxwell made a motion to approve the agreement with Civil Infrastructure Associates, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Board and Commission Appointments

No board and commission appointments were presented. Mayor McFarland asked for Council members to think about recommendations to replace members of the Cable Commission and Golf Commission.

Licensing

17. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- Brasas Grill, 2830 Middle Tennessee Boulevard (ownership/name change, restaurant)
- Red Bicycle, 11 S. Public Square (new location, coffee shop)
- JEVO, 412 Golden Bear Court (new location, brewery)

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections.

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

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Payment of Statements

Mayor McFarland stated that there was one statement to consider and asked if there were any questions. There were no questions.

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

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Other Business

Ordinance 23-O-47 Modify City Code §33-2.1.1 (First Reading) (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and documents requesting Council modify City Code §33-2.1.1 to provide for outside City sewer to Rutherford County facilities other than schools. The ordinance titled, "ORDINANCE 23-O-47 amending the Murfreesboro City Code, Chapter 33, Water Resources, Article I, Section 33-2.1.1, regarding the conditions for water and sewer service to property outside City limits" was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 23-O-47 on its first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Basic Life, AD&D, Supplemental Life Insurance 2024 (Human Resources). Randolph Wilkerson, Human Resources Director, presented a Council Communication and documents requesting renewal of a contract with Minnesota Life Insurance Company for Basic, AD&D, and Supplemental Life Insurance. The annual expense of \$192,208 will be funded by the City's Insurance Fund.

Ms. Scales Harris made a motion to approve the contract with Minnesota Life Insurance Company. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Ordinance 23-O-48 Modify City Code §21-22 (First Reading) (Administration). The ordinance titled, "ORDINANCE 23-O-48 repealing the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-22" was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 23-O-48 on its first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: None

Craig Tindall, City Manager, stated that the next City Council Meeting would be held Thursday, January 11, 2024.

Mayor McFarland recognized and thanked attending participants from Leadership Rutherford.

Mayor McFarland wished everyone a Merry Christmas and thanked City employees and teachers for their hard work.

Mayor McFarland announced that Dr. Duke was recognized as one of the top 25 superintendents in the country.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:21 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, January 11, 2024 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, January 11, 2024.

Council Members Present

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

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Erin Tucker, Budget Director
Chris Yeager, Executive Assistant

Public Comment

Mayor McFarland announced a special meeting was being held to hear from the citizens of Murfreesboro. He then reviewed the procedures for speaking and invited those present to come forward to the lectern. The following people addressed Council:

1. Adam Seaborn, 2726 Crosswoods Drive, spoke regarding the quality of life in Murfreesboro. He is concerned about the mounting issues of crime and traffic due to the City's growth. He encouraged the Council to consider needs of City residents in making their decisions.
2. Jason Vance, 1203 Whitewall Road, asked for the Council to vote "yes" on Ordinance 23-O-48 to repeal the Community Decency Standards in Section 21-22 of the City Code.

Mayor McFarland gave an opportunity for anyone present to come forward to speak. There was no one else present who wished to speak.

There being no further business, Mayor McFarland adjourned this meeting at 5:44 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, January 11, 2024, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, January 11, 2024.

Council Members Present

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

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder / Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Erin Tucker, Budget Director
Rhonda Darnell, Human Resources Assistant Director
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Planner
Holly Smyth, Planner
Gabriel Moore, Project Engineer
Kyle Lingo, Fleet Services Assistant Director
Steve Jarrell, Deputy Chief of Police
Russell Gossett, Solid Waste Director
Russ Brashear, Transportation Assistant Director
Jim Kerr, Transportation Director
Chris Yeager, Executive Assistant

Prayer and Pledge of Allegiance

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

Ceremonial Items

STARS Award for December 2023. Rhonda Darnell, Human Resources Assistant Director, presented the STARS Award for the month of December 2023 upon Mary Smith, a School Traffic Patrol Officer at Erma Siegel Elementary with the Murfreesboro Police Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty to serve internal

and external customers. This award was presented because of her warm and friendly personality and her long and dedicated service for almost 25 years to the children and families of Erma Siegel Elementary.

Public Comment on Actionable Agenda Items

Mayor McFarland confirmed with Chris Yeager, Executive Assistant, that no one had registered to speak at public comment on actionable agenda items.

Consent Agenda

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

1. **Taxiway A and Apron Pavement Rehabilitation Change Order No. 1 (Airport)**
2. **Affordable Housing Program - Legacy Pointe Development (Community Development)**
3. **Housing Rehabilitation - 511 Eventide Drive (Community Development)**
4. **Change Order No. 1-Roof Replacement at Fire Stations 2, 5, 7, 8, and 9 (Facilities)**
5. **Wine Sales Certificate of Compliance - Kwik Sak #621 (Finance)**
6. **Donation of Extrication Equipment (Fire Rescue)**
7. **Mandatory Referral for Abandonment of a Segment of Archer Avenue Right-of-Way (Planning)**
8. **Mandatory Referral for Abandonment of a Sanitary Sewer Easement along Suzanne Landon Drive (Planning)**
9. **Mandatory Referral for Dedication of an Electric Easement along Franklin Road (Planning)**
10. **Concrete and Asphalt Purchase Report (Street)**
11. **Amendment No. 2 to Contract with Kimley-Horn (Transit)**

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

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

Nay: None

Old Business

Ordinance

12. Ordinance 23-O-47 Modify City Code §33-2.1.1 (Second and Final Reading (Administration)). The ordinance titled, "ORDINANCE 23-O-47 amending the Murfreesboro City Code, Chapter 33, Water Resources, Article I, Section 33-2.1.1, regarding the conditions for water and sewer service to property outside City limits" which passed its first reading on December 21, 2023, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-O-47 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Ordinance 23-O-48 Repeal City Code §21-22 (Second and Final Reading)

(Administration). The ordinance titled, "ORDINANCE 23-O-48 repealing the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-22" which passed its first reading on December 21, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-48 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Ordinance

14. Ordinance 24-O-01 FY24 Budget Amendment (First Reading) (Finance). The ordinance titled, "ORDINANCE 24-O-01 amending the Fiscal Year 2024 (hereafter "FY2024") Budget (3rd Amendment)" was offered for passage on first reading.

Mr. Maxwell made a motion to approve the budget amendment, Ordinance 24-O-01 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Land Use Matters

Mayor McFarland announced they would need to move Agenda Item 22, Rescheduling Public Hearings, before Agenda Item 15, for procedural reasons.

22. Rescheduling Public Hearings (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and recommended rescheduling the following public hearings. Due to an issue with newspaper publication, legal notices of public hearings did not run as scheduled to provide appropriate notice for January 11, 2024 public hearings. Staff requested that the following five public hearings (a-e) that were originally scheduled for public hearing on January 11, 2024 be rescheduled to January 25, 2024. In anticipation of Council's favorable vote on this

recommendation and to keep these items on schedule for developers and the public, legal notice was published in the *Murfreesboro Post* on January 9, 2024. Additionally, staff requested Council approve the ordinances associated with these items at tonight's (January 11, 2024) meeting on first reading, and later conduct the public hearings and vote on second reading on January 25, 2024. Planning Commission reviewed these items and voted to recommend approval on December 6, 2023.

- a. Annexation petition and plan of services [2023-503] for approximately 5.2 acres located west of Sanctuary Place, W. Andrew Adams applicant.
- b. Zoning application [2023-416] for approximately 5.2 acres located west of Sanctuary Place to be zoned PUD (Marymont Springs PUD) simultaneous with annexation, W. Andrew Adams applicant.
- c. Zoning application [2023-417] for approximately 48.3 acres located along Old Fort Parkway to be rezoned from CH & PSO to PCD (Stones River Town Centre PCD) & PSO, Kimley-Horn representing Sterling Organization applicant.
- d. Zoning application [2023-418] for approximately 7.3 acres located along Northwest Broad Street and West Vine Street to be rezoned from CH & CCO to PUD (Keystone on Broad PUD) & CCO, approximately 0.1 acres to be rezoned from CBD & CCO to PUD & CCO, and approximately 0.4 acres to be rezoned from CH & CCO to CBD & CCO, HRP Residential applicant.
- e. Proposed amendment to the City Zoning Ordinance [2023-803] pertaining to miscellaneous revisions to the following sections: Section 2: Definitions; Section 6: Amendments; Section 7: Site Plan Review; Section 9: Standards for Special Permit Uses; Section 24: Overlay District Regulations, Article VI. CCO, City Core Overlay District; Section 25: Temporary and Accessory Structures and Uses; Section 26: Off-Street Parking, Queuing, and Loading; Section 28: Non-Conformities; Chart 1: Uses Permitted by Zoning District (including Chart 1 endnotes); and Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes) City of Murfreesboro Planning Department applicant.

Mayor McFarland clarified that after rescheduling public hearings has been approved, he would ask for a motion to suspend the rules as requested by Mr. Blomeley and, before voting on each matter presented for first reading, provide opportunity for anyone present wanting to speak on those items to do so at this meeting.

Mr. Wright made a motion to reschedule public hearings on these matters to January 25, 2024. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mr. Maxwell made a motion to suspend the rules on Agenda Items 15, 16 and 18 to allow for first reading prior to public hearing (Agenda Item 17 was removed from the agenda). Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Ordinance 23-OZ-39 Zoning for Property West of Sanctuary Place (First Reading)

(Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and information regarding zoning of property west of Sanctuary Place. Mr. Blomeley stated that this item had companion annexation and plan of services resolutions, but due to those resolutions only requiring one reading, he would wait to present the annexation and plan of services for consideration on January 25, 2024.

The ordinance titled, "Ordinance 23-OZ-39 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 5.2 acres located west of Sanctuary Place as Planned Unit Development (PUD) District (Marymont Springs PUD), simultaneous with annexation; John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-416]" was offered for passage on first reading.

Mayor McFarland asked if anyone wished to comment on this matter. No one requested to speak.

Mr. Wright made a motion to approve Ordinance 23-OZ-39 on first reading. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

16. Ordinance 23-OZ-40 Rezoning Property along Old Fort Parkway (First Reading)

(Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and information regarding rezoning property along Old Fort Parkway. Mr. Blomeley stated this was for the Stones River Mall property. The owner has requested to rezone the property to PCD so that they can subdivide and sell certain portions of the property and to evaluate creative ways for this commercial development to continue to succeed in the community.

The ordinance titled, "ORDINANCE 23-OZ-40 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 48.3 acres located along Old Fort Parkway from Highway Commercial (CH) District and Planned Signage Overlay (PSO) District to Planned Commercial Development (PCD)

District (Stones River Town Centre PCD) and Planned Signage Overlay (PSO) District; Kimley-Horn representing Sterling Organization, applicant, [2023-417]” was offered for passage on first reading. Before consideration on first reading, Mr. Blomeley introduced, Shawn Schaub of Kimley-Horn & Associates, who provided a brief presentation to Council regarding this request.

Mayor McFarland asked if anyone wished to comment on this matter. No one requested to speak.

Mr. Wright made a motion to approve Ordinance 23-OZ-40 on first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

~~17. Ordinance 23-OZ-44 Rezoning Property along Northwest Broad Street (First Reading)~~

(Planning): Agenda Item 17 was removed from the agenda.

18. Ordinance 23-O-45 Amending the Zoning Ordinance – Miscellaneous Revisions (First Reading) (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding the Zoning Ordinance amendment. Mr. Blomeley commended Holly Smyth, Planner, for her work on this ordinance and stated City staff work continually to recommend improvements to the zoning ordinance to make it more customer friendly, clearer, and continue to add benefit for stakeholders. Mr. Blomeley highlighted several of the amendments in this ordinance including revisions and updates to the definitions and Chart 1 sections to make them clearer and more consistent and to allow the City Manager to set public hearing dates, instead of Council, to increase zoning and annexation application request efficiency.

The ordinance titled, “ORDINANCE 23-O-45 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1, Chart 1 Endnotes, Chart 2 and Chart 2 Endnotes, pertaining to miscellaneous revisions including but not limited to 1) adding new definitions; 2) modifying some of the existing definitions; 3) modifying the prohibited uses for home occupations; 4) clarifying non-conforming structure rebuild allowances and porch encroachments in the City Core Overlay (CCO) District; 5) relocating the list of prohibited uses in the CCO section into Chart 1; 6) adding some uses to Chart 1 and modifying some existing uses listed in Chart 1; 7) modifying specific bulk requirements in Chart 2; and 8) revising the language pertaining to the zoning amendment process, City of Murfreesboro Planning Department, applicant [2023-803]” was offered for passage on first reading.

Mayor McFarland asked if anyone wished to comment on this matter. No one requested to speak.

Ms. Averwater made a motion to approve Ordinance 23-O-45 on first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Sewer Allocation Variance – South Church Street – Retail Building (Planning). Brad Barbee, Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 1.1 sfu's for a proposed commercial building located at 3416 South Church Street. The Planning Department and Water Resources Department have reviewed the application and support the request.

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

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

Nay: None

20. Sewer Allocation Variance – New Salem Highway – Joelicious Donuts (Planning). Brad Barbee, Planner, presented a Council Communication presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density by approximately seven sfu's for the proposed multi-tenant commercial building along the south side of New Salem Highway east of Cason Lane. The Planning Department and Water Resources Department have reviewed the application and support the request.

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

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

Nay: None

21. Sewer Allocation Variance – North Rutherford Boulevard – East Side Village (Planning). Brad Barbee, Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit (sfu) equivalent density by approximately 10.5 sfu's for three proposed food services uses for property along with east side of

North Rutherford Boulevard north of Louise Street for the development of three commercial lots. The Planning Department and Water Resources Department have reviewed the application and support the request.

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

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

Nay: None

On Motion

23. Acquisition of 223 NW Broad Street (Development Services). Gabriel Moore, Project Engineer, presented a Council Communication and requested Council approve initiation of condemnation proceedings for acquisition of 223 NW Broad Street for the Town Creek Daylighting Project by tendering the appraised value of \$2,081,000 and authorization to negotiate a settlement to the limits allowed under Federal property acquisition requirements. The building is the long building on the corner of Front Street and Broad Street, Longhorn Liquor Store.

Vice Mayor Shacklett made a motion to approve acquisition of 223 NW Broad Street, as requested. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

24. Demolition of 219 NW Broad Street Structures (Development Services). Gabriel Moore, Project Engineer, presented a Council Communication and requested Council approve a contract with Timber Ridge Builders, LLC to demolish the structures on property at 219 NW Broad Street for the Town Creek daylighting project. The cost of \$81,000 will be funded by the General Fund.

Ms. Averwater made a motion to approve the contract with Timber Ridge Builders, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

25. Purchase of Service Truck Amendment No. 1 (Fleet Services). Kyle Lingo, Fleet Services Assistant Director, presented a Council Communication and requested Council approve

Amendment No. 1 to a contract with Wilson County Motors, LLC for purchase of a 2023 Chevrolet 5500 2WD crew cab work truck (CC56043) with optional equipment. The amendment resulted in a purchase price reduction of \$4,831. The cost of \$120,273 will be funded from the Other Capital Sources Fund.

Ms. Averwater made a motion to approve Amendment No. 1 to the contract with Wilson County Motors, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: Austin Maxwell

26. Amendment No. 1 to the Contract with M3 Technology (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication and requested Council approve Amendment No. 1 to the contract with M3 Technology Group, Inc. for the purchase, repair, and maintenance support services of audio-video equipment for the real-time Crime Center. The cost of \$60,749 will be funded by Murfreesboro Police Department's FY24 operating budget.

Ms. Scales Harris made a motion to approve Amendment No. 1 to the contract with M3 Technology Group, Inc. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

27. Purchase of Raven GunShot Detection (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication and requested Council approve the purchase of Raven gunshot detection equipment and services and contract with Insight Public Sector, Inc. The cost of \$250,000 for a two-year contract will be funded by the Violent Crime Intervention Fund.

Mr. Maxwell made a motion to approve the purchase and contract with Insight Public Sector, Inc. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

28. Central Square Solutions and Support Agreement for CAD Software (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication and requested Council approve a five-year agreement with CentralSquare Technologies, LLC for the support and maintenance of the Computer Aided Dispatch (CAD) software. The first annual payment of \$357,875 will be provided for in the Police Department's FY24 Operating Budget. Future payments, as outlined in the contract, will be budgeted accordingly.

Mr. Maxwell made a motion to approve the agreement with CentralSquare Technologies, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

29. Agreement for Decking and Materials for Discovery Center Walkway (Project Development). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and requested Council approve an agreement with New Creations Construction, LLC for purchase of decking and materials for the Discovery Center walkway. The cost of \$82,000 will be funded from FY21 bond proceeds and Rollins will be installing this under their maintenance service agreement in the future.

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

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

Nay: None

30. Purchase of Automated Garbage Trucks (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication and requested Council approve the purchase of six Labrie Automated Side Loader Garbage Trucks from Environmental Products Group, Inc. The cost of \$2,435,273 is budgeted in the FY24 CIP.

Mr. Wright made a motion to approve the purchase and contract with Environmental Products Group, Inc. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

31. Purchase of Replacement Arms for Automated Garbage Trucks (Solid Waste).

Russell Gossett, Solid Waste Director, presented a Council Communication and requested Council approve a contract with Municipal Equipment, Inc. for the purchase of two replacement arm assemblies for New Way Roto pack garbage trucks. The cost of \$100,700 is budgeted in the Solid Waste Department's FY24 Operational Budget.

Vice Mayor Shacklett made a motion to approve the purchase and contract with Municipal Equipment, Inc. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

32. Contract Renewal Rollins Brush and Limb Collection (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication and requested Council approve a contract renewal with Rollins Excavating Co., LLC dba REC Pro for brush and limb collection. The cost of \$727,350 is budgeted in the FY24 Operational Budget with the remaining \$729,450 to be approved in the FY25 Operational Budget. Discussion ensued.

Ms. Averwater made a motion to approve the contract renewal with Rollins Excavating Co., LLC dba REC Pro. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

33. Amendment No. 2 to Contract with Mid-Cumberland Human Resource Agency (Transit). Russ Brashear, Transportation Assistant Director, presented a Council Communication and requested Council approve Amendment No. 2 to the Shared-Ride Paratransit Service Agreement with Mid Cumberland Human Resource Agency. The total annual cost is expected to remain between \$475,000 and \$510,000. Federal and State funds cover 75% of the cost. Cost is accounted for within the Transportation Department's Operating Budget. Mr. Brashear explained that paratransit service

is required by the Federal government to provide door-to-door transportation services for people with disabilities.

Mr. Maxwell made a motion to approve Amendment No. 2 to the contract with Mid-Cumberland Human Resource Agency (MCHRA). Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

34. Contract with Trapeze Software Group, Inc. dba TripSpark (Transit). Russ Brashear, Transportation Assistant Director, presented a Council Communication and requested Council approve a three-year contract with Trapeze Software Group, Inc. dba TripSpark for software and equipment used in transit operations including scheduling, tracking, and reporting. The first-year cost of \$72,715 is funded by the Transportation Department's FY24 budget. The software and equipment qualify for Federal and State funding.

Ms. Averwater made a motion to approve the contract with Trapeze Software Group, Inc dba TripSpark. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

35. Purchase of Bucket Truck from Altec Industries, Inc. (Transportation). Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve a contract with Altec Industries, Inc. for purchase of a bucket truck, pending Legal Department approval. The cost of \$157,510 is funded by Other Capital Sources in FY24 Budget.

Ms. Scales Harris made a motion to approve the purchase and contract with Altec Industries, Inc. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

36. Professional Services Contract – Broad Street Pedestrian Bridge (Transportation). Jim Kerr, Transportation Director, presented a Council Communication and requested Council

approve a professional services contract with Energy, Land and Infrastructure, Inc. (ELI) for the design of the Broad Street Pedestrian Bridge, pending Legal Department approval. The expense of time and materials is estimated not to exceed \$267,006 and is funded by FY21 and FY22 Bond funds.

Ms. Scales Harris made a motion to approve the professional services contract with Energy, Land and Infrastructure, Inc. (ELI). Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

37. Golf Commission (Administration). Mayor McFarland presented a Council Communication proposal regarding appointment of the following Murfreesboro Golf Commission members, replacing John Blankenship.

- Austin Loomis, Term expiration January 31, 2026

38. Airport Commission (Administration). Mayor McFarland presented a Council Communication proposal regarding reappointment of the following Airport Commission members.

- Valeska Starnes, Term expiration February 28, 2024
- Steve Waldron, Term expiration February 28, 2024

Mr. Wright made a motion to approve the Golf Commission appointment and the Airport Commission reappointments. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Licensing

39. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- Lanes, Trains, and Automobiles, 450 Butler Drive (ownership change/ bowling alley)
- XGolf Murfreesboro, 1720 Old Fort Parkway, Suite L220 (new location, indoor golf with bar)
- Main Street Entertainment, 1510 Gresham Park Drive (new location, restaurant)
- Delicias Colombiana RR Columbian Restaurant, 2042 Lascassas Pike, Suite A12 (new location, restaurant)

Applicants met requirements for a Regular Beer Permit and were recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Next Council Meeting. Craig Tindall, City Manager, stated that the next City Council Meeting would be a workshop on January 18, 2024, at 11:30 a.m. There will also be a meeting on January 25, 2024, with public hearings.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:56 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, January 18, 2024 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:32 a.m. on Thursday, January 18, 2024.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Bill Shacklett
Shawn Wright

Madelyn Scales Harris, Austin Maxwell, Kirt Wade were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Erin Tucker, Budget Director
Chad Gehrke, Airport Director
Karen Lampert, Grant Manager
Angela Jackson, Executive Director of Strategic Services
Nate Williams, Executive Director of Parks and Recreation
Dr. Trey Duke, Director of City Schools
Scott Elliott, Project Development Manager
Chris Yeager, Executive Assistant

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

Action Items

1. Ordinance 24-O-01 FY24 Budget Amendment (Second and Final Reading)

(Administration). The ordinance titled, “ORDINANCE 24-O-01 amending the Fiscal Year 2024

(hereafter “FY2024”) Budget (3rd Amendment)” which passed first reading on January 11, 2024, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 24-O-01 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Mayor McFarland commended Raymond Hillis and the Street Department team for their outstanding job maintaining the City streets.

2. Purchase of Property in Runway Protection Zone (Airport). Chad Gehrke, Airport Director, presented a Council Communication requesting authorization to purchase 1810 and 1812 Herald Lane from Terry C. Smith for the expansion of Runway Protection Zone and to approve an amendment to the FY24 CIP. The \$720,000 plus closing costs will be funded by Airport Fund Balance with reimbursement sought from TDOT aviation funding.

Vice Mayor Shacklett made a motion to approve the FY24 CIP amendment and purchase of 1810 Herald Lane and 1812 Herald Lane. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

3. ARPA Update and Funding Reallocation (Administration). Karen Lampert, Grant Manager, presented a Council Communication and PowerPoint providing an ARPA update including timeline, where we are now, ARPA funding, project accomplishments, ARPA reallocation, and ARPA revised spending plan. Ms. Lampert requested Council approve unspent ARPA funds be reallocated to projects as follows:

- \$6,321,679 of Standard Revenue funds to Public Safety payroll,
- \$46,086 of remaining Premium Pay Reimbursement to Stormwater/Town Creek,
- \$156,000 of Outside Funding/Strategic Partnership from Volunteer Behavioral Health to City Schools, and
- \$937,879 of Grant Management/Monitoring to Stormwater/Town Creek.

Jennifer Brown, Finance Director, clarified that ARPA funds were required to be obligated by December 31, 2024 and spent by December 31, 2026. Erin Tucker, Budget Director, clarified that the Police Department would not lose any money on their projects, the reallocation would just make it easier to spend down the grant money by moving it to pay Public Safety payroll.

Mr. Wright made a motion to approve the ARPA reallocation. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

4. Reeves-Rogers Administration Addition Professional Services Contract (Project Development). Scott Elliott, Project Development Manager, presented a Council Communication and documents requesting approval of a professional services agreement with Johnson + Baily Architects, P.C. for administration addition at Reeves-Rogers Elementary. The Johnson + Bailey Architects proposal recommends a project construction budget of \$2,135,416.00. The total fee proposed for architectural services is \$135,116.00, with supplemental architectural services provided as necessary on an hourly basis pursuant to the fee schedule outlined in the agreement. Available county shared bonds will be used as the funding source for this project in lieu of using the Murfreesboro City Schools fund balance.

Vice Mayor Shacklett made a motion to approve the professional services agreement with Johnson + Baily Architects, P.C. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

5. Resolution 24-R-01 FY24 Schools Budget Amendment No. 5 (Schools). Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication and requested Council approve Resolution 24-R-01 amending the FY24 General Purpose Schools and ESP budgets. The resolution titled, “RESOLUTION 24-R-01 amending the Fiscal Year 2024 (hereafter “FY2024”) Murfreesboro City Schools Budget (5th Amendment)” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-01. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

6. CIP Transfers (Finance). Jennifer Brown, Finance Director, presented a Council Communication and documents regarding notification to Council of CIP Transfers including CiP Transfers Schedule, CIP Funds Transfer Request – General Fund/2021 Bond and CIP Funds Transfer

Request – MED/General Fund/2021 Bond/2024 CIP. There were no questions and no action was needed.

7. 2023 Sanitary Sewer Allocation Report (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and PowerPoint regarding the 4th Annual Sanitary Sewer Allocation Report. The report was broken into the following sections:

- Executive summary
- Review of the sanitary sewer collection system and treatment plant assets and the effects of rain induced infiltration and inflow (I/I on both.
- Review of “as-is” condition versus a proposed “to be” condition and the respective impacts on available sewer connections and funding requirements.
- Review of sewer system connection growth trends and development plan approvals, including apartments and areas most highly impacted.
- 2023 sewer assessment takeaways.
- Appendices illustrating service area basin maps, remaining estimated developable acreages, and available connections.

This report was provided for information. There were no questions and no action was needed.

8. FY24 Mid-Year Financial Report (Administration). Erin Tucker, Budget Director, presented the FY24 Mid-Year Financial Report, including a relevant review of FY23 unaudited results and FY24 budget comparison information. Mayor McFarland requested Ms. Tucker review expenditures and anticipated revenues. Ms. Tucker stated that revenues are relatively flat and some are under budget or where they were last year, however, expenditures are also low, especially with payroll, so she did not see any issues. There were no questions and no action was needed.

9. November 2023 Dashboard (Finance). Erin Tucker, Budget Director, provided a Council Communication and documents regarding the November 2023 Dashboard for Council review in the agenda packet. There were no questions and no action was needed.

Licensing

No beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

Council Requests. Mayor McFarland asked City staff to prepare information to present to Council including:

- Update on road projects in the Blackman Road/ Shelton Square/ Florence Road area,
- Update on the county school being built at Batey Farm and the traffic count in that area,

- Report on affordability and the market in the Blackman Road area, and
- A discussion on how to best handle property tax rate increases with possible changes to State Law.

Next Council Meeting. Craig Tindall, City Manager, stated the next meeting would be Thursday, January 25, 2024.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:19 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, January 25, 2024, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, January 25, 2024.

Council Members Present

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

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Matthew Blomeley, Assistant Planning Director
Brad Hennessee, Facilities Maintenance Director
Scott Elliott, Manager of Project Development
Dr. Trey Duke, Director of City Schools
Nate Williams, Executive Director of Recreational Services
Chris Yeager, Executive Assistant

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Vice Mayor Shacklett introduced Greg McKinzie, the missions minister at Stones River Church of Christ. Pastor McKinzie told Council about “The Yard” that serves the homeless community and those leaving incarceration. Pastor McKinzie then led a prayer followed by the Pledge of Allegiance.

Ceremonial Items

Proclamation regarding Pastime Barbershop & Pool Hall. Mayor McFarland presented a Proclamation to the Pastime Barbershop & Pool Hall that outlined historical accolades of the Murfreesboro business. He urged citizens to celebrate the rich history of the 120-year-old historic business established as part of the Downtown Murfreesboro Square in 1904.

Mayor McFarland wished “Happy 20th Birthday” to his sons, Luke and Eli McFarland.

Public Comment on Actionable Agenda Items

Mayor McFarland confirmed that no one had signed up to speak for the Public Comment on Actionable Agenda Items.

Consent Agenda

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

- 1. Mandatory Puckett Creek CLOMR Task Order No. 2 (Development Services)**
- 2. Tennessee Law Enforcement Training Academy Cost Sharing Grant (Police)**
- 3. Main Street Banner Request (Street): Rutherford County Area Habitat for Humanity (Event: Cookin' to Build)**

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

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

Nay: None

New Business

Land Use Matters

Mayor McFarland asked Adam Tucker, City Attorney, for advice about proceeding with the public hearings scheduled for the meeting. Mr. Tucker advised that the matters were scheduled for public hearing, so it was unnecessary to vote to suspend the rules, as that occurred at the January 11, 2024 meeting. Mr. Tucker stated it was sufficient to inform people that first reading had already occurred and there would be a public hearing on each matter today, followed by a vote for second and final reading.

4. Plan of Services, Annexation, and Zoning for Property West of Sanctuary Place (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding the annexation and plan of services for 5.2 acres west of Sanctuary Place, a private street within the Marymont Springs subdivision. He advised that Council had not yet voted on the annexation and plan of services, as they are resolutions and only require one reading, but had voted on zoning ordinance on first reading, as it requires two readings. This annexation will consolidate additional acreage into the backyards of three lots at the end of Sanctuary Place, so there will no additional demand to City services. Mr. Blomeley stated a public hearing was required on the annexation and plan of services.

The public hearing resolution titled, "RESOLUTION 23-R-PH-39.1 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 5.2

acres located west of Sanctuary Place and (2) zoning of approximately 5.2 acres located west of Sanctuary Place to Planned Unit Development (PUD) District (Marymont Springs PUD); which have been proposed to be annexed to the City of Murfreesboro, Tennessee, W. Andrew Adams, applicant [2023-503 & 2023-416]” was adopted by City Council on January 11, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on January 9, 2024.

4a. Public Hearing: Plan of Services and Annexation. Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

4b. Resolution 23-R-PS-39 Plan of Services. The resolution titled, “RESOLUTION 23-R-PS-39 to adopt a Plan of Services for approximately 5.2 acres located west of Sanctuary Place, John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-503]” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 23-R-PS-39 on first and only reading.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

4c. Resolution 23-R-A-39 Annexation. The resolution titled, “RESOLUTION 23-R-A-39 to annex approximately 5.2 acres located west of Sanctuary Place (Tax Map 100, Parcel 027.01) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-503]”

Mr. Wright made a motion to approve Resolution 23-R-A-39 on first and only reading. Mr.

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

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

Nay: None

4d. Public Hearing: Zone 5.24 acres. Mayor McFarland initiated a public hearing, welcoming comments for zoning of the 5.24 acres and provided instructions for those wishing to

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

4e. Ordinance 23-OZ-39 Zone to Marymont Farms PUD (Second and Final Reading). The ordinance titled, “ORDINANCE 23-OZ-39 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 5.2 acres located west of Sanctuary Place as Planned Unit Development (PUD) District (Marymont Springs PUD), simultaneous with annexation; John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-416]” which passed its first reading on January 11, 2024, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-39 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

5. Rezoning Property along Old Fort Parkway (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding the rezoning of 48.3 acres along Old Fort Parkway (the Stones River Mall property) to facilitate some subdivision of the property. He stated the ordinance passed first reading on January 11, 2024 and a public hearing was required on the zoning request, followed by a vote on second reading.

The public hearing resolution titled, “RESOLUTION 23-R-PH-40.1 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 48.3 acres located along Old Fort Parkway from Highway Commercial (CH) District and Planned Signage Overlay (PSO) District to Planned Commercial Development (PCD) District (Stones River Town Centre PCD) and Planned Signage Overlay (PSO) District; Kimley-Horn representing Sterling Organization, applicant, [2023-417]” was adopted by City Council on January 11, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on January 9, 2024.

5a. Public Hearing: Rezone 48.3 acres. Mayor McFarland initiated a public hearing, welcoming comments for rezoning of the 48.3 acres and provided instructions for those wishing to

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

5b. Ordinance 23-OZ-40 Rezone to Stones River PCD & PSO (Second and Final Reading).

The ordinance titled, "ORDINANCE 23-OZ-40 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 48.3 acres located along Old Fort Parkway from Highway Commercial (CH) District and Planned Signage Overlay (PSO) District to Planned Commercial Development (PCD) District (Stones River Town Centre PCD) and Planned Signage Overlay (PSO) District; Kimley-Horn representing Sterling Organization, applicant, [2023-417]" which passed its first reading on January 11, 2024, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-40 on second and final reading.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

6. Amending the Zoning Ordinance – Miscellaneous Revisions (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication requesting various amendments to the Zoning Ordinance, such as changes to definitions and Chart 1, Uses Permitted by Zoning District. He stated the ordinance passed first reading on January 11, 2024 and a public hearing was required on the matter, followed by a vote on second reading.

The public hearing resolution titled, "RESOLUTION 23-R-PH-45.1 fixing the time for holding a Public Hearing with respect to amending the Murfreesboro City Code, Appendix A – Zoning, Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1, Chart 1 Endnotes, Chart 2 and Chart 2 Endnotes, pertaining to miscellaneous revisions including but not limited to 1) adding new definitions; 2) modifying some of the existing definitions; 3) modifying the prohibited uses for home occupations; 4) clarifying non-conforming structure rebuild allowances and porch encroachments in the City Core Overlay (CCO) District; 5) relocating the list of prohibited uses in the CCO section into Chart 1; 6) adding some uses to Chart 1 and modifying some existing uses listed in Chart 1; 7) modifying specific bulk requirements in Chart 2; and 8) revising the language pertaining to the zoning amendment process, City of Murfreesboro Planning Department, applicant [2023-803]" was adopted by City Council on January 11, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on January 9, 2024.

6a. Public Hearing: Zoning Ordinance Amendment. Mayor McFarland initiated a public hearing, welcoming comments for the zoning ordinance amendment and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

6b. Ordinance 23-O-45 (Second and Final Reading). The ordinance titled, "ORDINANCE 23-O-45 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1, Chart 1 Endnotes, Chart 2 and Chart 2 Endnotes, pertaining to miscellaneous revisions including but not limited to 1) adding new definitions; 2) modifying some of the existing definitions; 3) modifying the prohibited uses for home occupations; 4) clarifying non-conforming structure rebuild allowances and porch encroachments in the City Core Overlay (CCO) District; 5) relocating the list of prohibited uses in the CCO section into Chart 1; 6) adding some uses to Chart 1 and modifying some existing uses listed in Chart 1; 7) modifying specific bulk requirements in Chart 2; and 8) revising the language pertaining to the zoning amendment process, City of Murfreesboro Planning Department, applicant [2023-803]" which passed its first reading on January 11, 2024, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 23-O-45 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

7. Rezoning Property along NW Broad Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning a City-owned property along Northwest Broad Street, West Vine Street, South Church Street, and East Sevier Street. Mr. Blomeley indicated that a public hearing and first reading were needed. Mr. Blomeley introduced Matt Taylor of SEC to present details of the proposed development project. Mr. Taylor presented a PowerPoint presentation regarding Keystone on Broad: A Planned Unit Development covering topics including an overview, site design, building designs, hotel design, viewsheds, streetscape, amenity design, allowable uses, vehicular access, pedestrian access, and parking. Discussion ensued regarding parking and traffic analysis.

The public hearing resolution titled, "RESOLUTION 23-R-PH-44.1 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore

amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 7.3 acres located along Northwest Broad Street and West Vine Street from Highway Commercial (CH) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District (Keystone on Broad PUD) and City Core Overlay (CCO) District, approximately 0.1 acres from Central Business (CBD) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District, and approximately 0.4 acres from Highway Commercial (CH) District and City Core Overlay (CCO) District to Central Business (CBD) District and City Core Overlay (CCO) District; HRP Residential, applicant, [2023-418]" was adopted by City Council on January 11, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on January 9, 2024.

7a. Public Hearing: Rezone 7.8 acres. Mayor McFarland initiated a public hearing, welcoming comments for the rezoning of 7.8 acres and provided instructions for those wishing to speak. The following individuals addressed Council:

1. Bricke Murphree, 227 Shannon Drive, spoke on behalf of his family as downtown business and property owners. He is very excited about and supportive of the project.
2. Tara MacDougall, President of Discovery Center at Murfree Spring, spoke in favor of the project. Ms. McDougal believes the project is inclusive and will have a positive impact on the downtown area, businesses and the City as a whole.
3. Sarah Callendar, Executive Director of Main Street Murfreesboro, spoke in favor of the project. Ms. Callendar believes this project is an opportunity to provide business growth, housing options and new spaces in the downtown area.
4. Josh Reynolds, 734 Cherokee Court, is a small business owner in the downtown area and spoke in favor of the project.
5. Keaton Pettit 1028 East Main Street, is a downtown resident and business owner. Mr. Pettit spoke in favor of the project on behalf of Main Street Murfreesboro as Main Street Design Committee Chair. Mr. Pettit is excited for and supportive of the project especially the potential downtown hotel.

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

7b. Ordinance 23-OZ-44 (First Reading). The ordinance titled, "ORDINANCE 23-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 7.3 acres located along Northwest Broad Street and West Vine Street from Highway Commercial (CH) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District (Keystone on Broad PUD) and City Core Overlay (CCO) District, approximately 0.1 acres from Central Business (CBD) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District, and approximately 0.4 acres from Highway Commercial (CH) District and City Core Overlay (CCO) District to Central Business (CBD) District and City Core Overlay

(CCO) District; HRP Residential, applicant, [2023-418]” was offered for passage on first reading. Discussion ensued.

Vice Mayor Shacklett made a motion to approve Ordinance 23-OZ-44 on first reading. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: Shawn Wright

8. Planning Commission Recommendations (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the following five items recommended for approval by the Planning Commission on January 10, 2024:

- a. Zoning application [2023-421] for approximately 31.3 acres located along Medical Center Parkway, Willilams Drive, and Tune Avenue to be rezoned from MU, GDO-3, and PSO to PUD (Fountains at Gateway PUD), GDO-3, and PSO, Hearthstone Properties applicant.
- b. Annexation petition and plan of services [2023-507] for approximately 21.4 acres located along Blackman Road, including approximately 1,265 linear feet of Blackman Road right-of-way, Bob Parks applicant.
- c. Zoning application [2023-420] for approximately 19.6 acres located along Blackman Road to be zoned PRD (The Village PRD - approx. 14.91 acres) and PCD (The Village PCD - approx. 4.71 acres) simultaneous with annexation, 360 Development applicant.
- d. Annexation petition and plan of services [2023-506] for approximately 112.5 acres located along Veterans Parkway, including approximately 1,475 linear feet of Veterans Parkway right-of-way, Kathy Davis, Howard Barley Yeagan, and Randall Robinson, Jr. applicants.
- e. Zoning application [2023-419] for approximately 106.4 acres located along Veterans Parkway to zoned PRD (Prater Farms PRD) simultaneous with annexation, Ole South Properties applicant.

Mr. Blomeley stated that public hearings were required and requested Council set the public hearing for Item a on February 22, 2024 and for Items b-e on March 7, 2024.

Ms. Averwater made a motion to set the public hearing for Item a on February 22, 2024 and for Items b-e on March 7, 2024. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

9. Sports*Com Boro Beach Pool Renovations (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of a contract with DWR Aquatics, Inc. for Sports*com Boro Beach pool renovations. The expense of \$244,000 is funded by the FY24 operating budget.

Ms. Averwater made a motion to approve the contract with DWR Aquatics, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

10. Police Department Headquarters Generator Fuel Delivery System (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of a contract with Vital Fuel Systems, Inc. for the modification of fuel delivery systems for Murfreesboro Police Department (MPD) Headquarters generators. The expense of \$62,281 is funded by the FY24 operating budget.

Mr. Maxwell made a motion to approve the contract with Vital Fuel Systems, Inc. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

11. Playground Replacement at Mitchell-Neilson Elementary School (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of a contract with Boyce-Ballard Construction, LLC for the demolition of the existing playground and construction of a new playground at Mitchell-Neilson Elementary School. The expense of \$594,000 is funded by the Extended School Program (ESP).

Mr. Wade made a motion to approve the contract with Boyce-Ballard Construction, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mayor McFarland asked Dr. Trey Duke, Director of City Schools, about the funds to purchase a golf cart for transport between the primary and elementary campuses for safety and efficiency. Dr. Duke stated that that purchase had not been investigated. Mayor McFarland reminded Dr. Duke that budget discussions were coming up and he should include that as a request, if still wanted.

12. Skate Park and Pump Track Construction Contract No. 1 (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication and

documents requesting approval of a contract with New Line Skateparks FL, Inc. for the construction of a skate park and pump track to be located at Old Fort Park. The expense of \$888,456 is funded by the department's FY24 operating budget. Discussion ensued.

Ms. Averwater made a motion to approve the contract with New Line Skateparks FL, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Nate Williams, Executive Director of Recreational Services, thanked Public Works for the grading and land preparation work that they have completed for this project.

13. Murfreesboro Transit Center Change Order No. 1 (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication and documents requesting approval of a Change Order No. 1 to the construction contract with Rock City Construction Company. The amount of the change order, \$700,000, can be accommodated within the project budget that is funded by multiple federal and state grants. Local funds are from the FY21 CIP budget.

Discussion ensued regarding the use of contingency funds to manage project cost changes. Mr. Elliott, Craig Tindall, City Manager, and Darren Gore, Assistant City Manager/ Water Resources Director, explained how the contingency approval would work and fielded input from the Council on developing a policy for contingencies and change orders like this in the future.

Mr. Wright made a motion to approve Change Order No. 1 to the construction contract with Rock City Construction Company with a monthly update. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14. Low Voltage Cabling Work Order at 316 Robert Rose (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and documents requesting approval of a Work Order with LanLink Communications, LLC to install low voltage cabling work for the renovation at 316 Robert Rose. The expenditure, \$83,459.12, is within the project budget and is funded by Water Resources capital reserves.

Ms. Averwater made a motion to approve the Work Order with LanLink Communications, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

15. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following was offered for approval:

Regular Beer Permits

- Cloud Market, LLC, 1604 Memorial Boulevard (ownership change)

Applicant met requirements for a permit and was recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Ms. Scales Harris thanked City staff for the hard work that they do, especially during the recent snow event.

Mayor McFarland announced the NAACP Martin Luther King, Jr. breakfast would be on Saturday, January 27, 2024, at 9:00 a.m. at the James Union Building.

Mr. Maxwell asked Darren Gore, Assistant City Manager/ Water Resources Director, if there was any recourse for residents who dripped their water during the freeze event if bills are considerably higher. Mr. Gore stated the Water Resources Department could look at it on a case-by-case basis.

Mayor McFarland reminded citizens to report potholes so they could be fixed by Street Department. Mr. Gore stated the Street Department has been working hard fill potholes.

Next Council Meeting. Craig Tindall, City Manager, stated there would not be a meeting next week, February 1, 2024. There will be a meeting the week after that.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:40 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Sewer Allocation Variance- Beasie Road – Cintas

Department: Planning

Presented by: Brad Barbee, Principal Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 322 sfu’s for a proposed Cintas commercial laundry facility.

Background Information

The Planning Department has conducted a due-diligence meeting with a developer for a proposed site plan application for a Cintas commercial laundry facility located along the west side of Beasie Road. The property is zoned Light Industrial (L-I), which only allows four single family unit equivalents (sfu) per acre. The development consists of an approximately 63,000 ft² industrial facility.

The subject lot is ≈7.41 acres in size, allowing for only 29 sfu. The anticipated usage is approximately 351 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

Council Priorities Served

Improve economic development

The proposed industrial development will create jobs within the community and provide the City and MWRD additional revenue.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD



Nathan Seaman

Cintas Corporation
27 Whitney Drive
Milford, OH 45150

[REDACTED]
916-390-3902

January 30, 2025

Ben Newman
Director of Land Management & Planning
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Dear Mr. Newman,

I hope this letter finds you well. My name is Nathan Seaman, and I am writing to formally request a sewer variance acting as the representative from Cintas for a property currently owned by Cintas, located at the corner of Warrior Drive and Beasie Road, Parcel Number: 102-006.04-000. This property is 7.41 acres, currently zoned as Light Industrial.

This parcel is currently allocated 29 single family units per the Sewer Allocation Ordinance which totals 7,540 gallons per day. Based on other Cintas facilities, sized similarly, we expect, prior to evaporation, the building to discharge approximately 91,394 gallons per day on an average of 23 working days per month. Utilizing the conversion of 260 gallons/day to 1 single family unit, we total to 351 SFUs. We are requesting a variance of 322 SFUs at this site. This usage is a projection, as evaporation occurs throughout the normal operations of the plant. The industry standard for evaporation is 10% of water into the process is lost to evaporation. This number can be confirmed during full operation with metering.

Below are the economic impacts and considerations that would directly result in the completion of this project.

Economic considerations:

"In addition to job creation with consistent annual growth, our facility will support and service local businesses, hospitals and schools with products and services essential to their success."

Phase I:

Branch Manager/General Manager	1
Sales Manager	1
Key Account Manager	2
Service Manager	2
Service Supervisor	2
Production Manager	1
Production Supervisor	2
Stockroom/Plant Partners	12
Accounts Receivable	2
Sales Reps	10
Sales Reps in Training	3
Loaders and Unloaders	8
Route Check In	1
Service Sales Reps	25-30
Office Admin	4
Human Resources	1
Account Installer	2
Truck Mechanic	1
Estimated Annual Wages	\$4,955,244

I am happy to provide any additional documentation, plans, or information needed to support this request and am more than willing to meet with you in person or virtually to discuss this matter further. I appreciate your time and attention to this request, and I look forward to your favorable consideration.

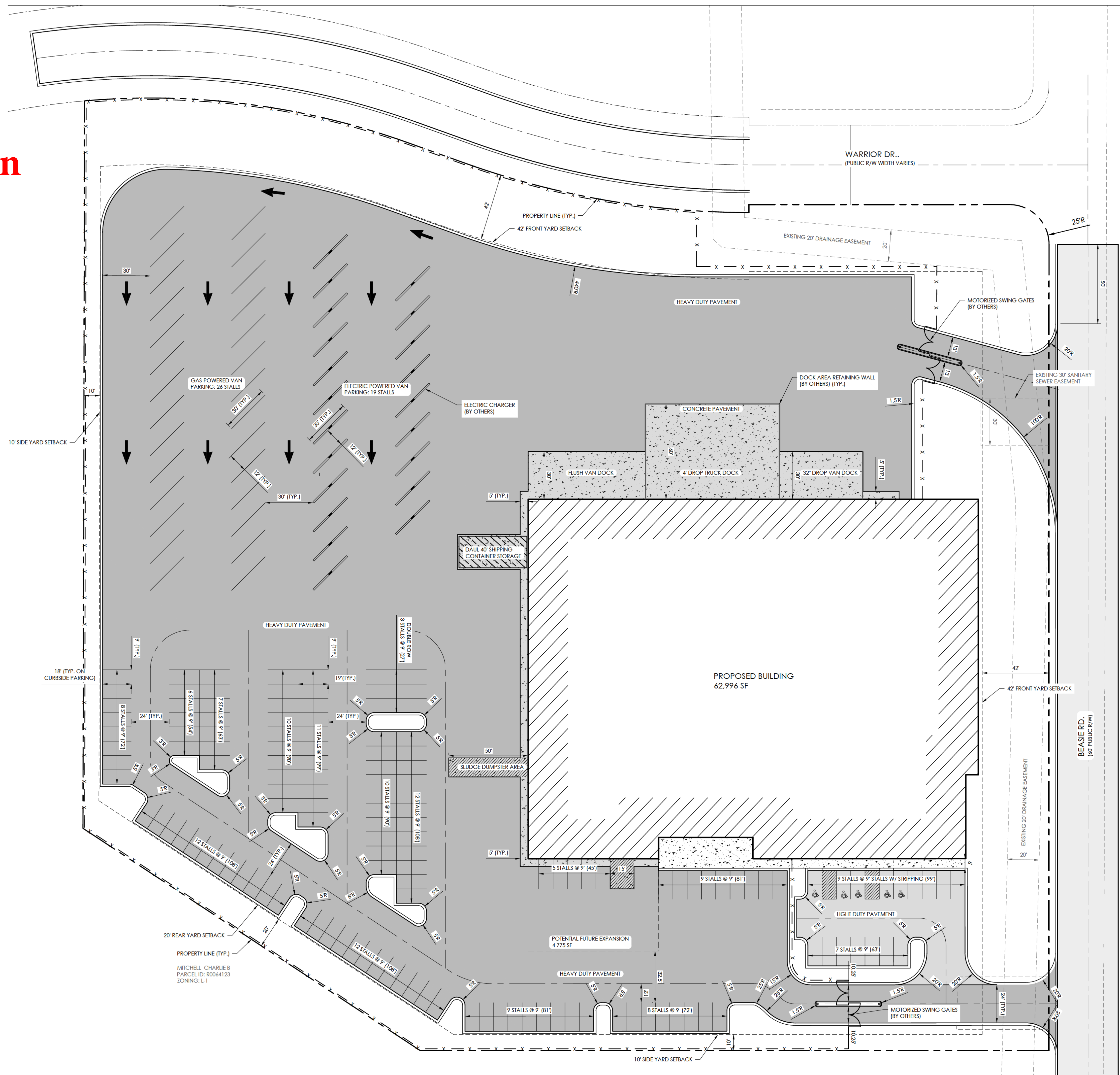
Thank you for your understanding and assistance. Please do not hesitate to contact me at 916-390-3902 or [REDACTED] if you have any questions or require further details.



Sincerely,

Nathan Seaman
Cintas Corporation – Engineer

**Concept site plan
Draft form
(NOT YET
APPROVED)**



GMA ARCHITECTS
3113 Woodcreek Drive
Downers Grove, IL 60515
P: (312) 251-2726
www.gma-architects.com

ARCO MURRAY DESIGN BUILD
3113 Woodcreek Dr.
Downers Grove, IL 60515
P: (312) 251-2726
www.arcomurray.com

THOMAS HUTTON
Civil
300 119 Ave. North
Mesa, AZ 85205

STRUCTURAL REVIEW ENGINEERING
5907 E. Beach Blvd.
Tampa, FL 33607

MECHANICAL ARE ENGINEERING INC.
3113 Woodcreek Dr.
Downers Grove, IL 60515

PLUMBING ARE ENGINEERING INC.
3113 Woodcreek Dr.
Downers Grove, IL 60515

ELECTRICAL ARE ENGINEERING INC.
3113 Woodcreek Dr.
Downers Grove, IL 60515

PROCESS MECHANICAL ARE ENGINEERING INC.
3113 Woodcreek Dr.
Downers Grove, IL 60515

CINTAS
READY FOR THE WORKDAY

CR16 CINTAS WURFREESBORO
50' LAYOUT PLAN
BEASIE ROAD

NOT FOR CONSTRUCTION
01/28/25

JOB NO: 32647.0000
PA:
ISSUE DATE: 01/28/25

REVISIONS:

#	DESCRIPTION	DATE

C1.1



... creating a better quality of life

MEMORANDUM

DATE: February 20, 2025

TO: Ben Newman

FROM: Valerie H Smith

SUBJECT: Cintas – Warrior Dr. @ Beasie Rd.
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

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

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF11A currently has capacity for 7836 connections. By committing sewer service to this development, Basin MF11A's sewer connection capacity will be reduced by a single-family unit equivalent of 351 connections, resulting in 7485 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. This facility has a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Light Industrial (LI) zoning (allotted 4.0 sfu/acre) and acreage, 7.41 acres, the property is allowed 29 sfu's. Therefore, Cintas is requesting a variance of 322 sfu's.

The area surrounding I-24 & Salem Hwy Interchange is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Resolution to File FTA Applications
Department: Transportation (Transit)
Presented by: Russ Brashear, Assistant Director of Transportation
Requested Council Action:

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

Summary

Consider resolution for Murfreesboro to continue to file applications with the Federal Transit Administration to receive federal financial assistance.

Staff Recommendation

Approve resolution.

Background Information

The Transportation Department regularly applies for and receives federal funding to assist with transportation projects that serve the citizens of Murfreesboro. The City is required to comply with certain legal obligations as a condition of receiving federal funding. This includes providing annual certifications and assurances to the Federal Transit Administration, and share of project costs.

The Federal Transit Administration has updated its requirements. In order to continue to apply for and be awarded federal funding for transportation projects, the City must comply with these updated requirements. These updates include: a mandate that the recipient provide documentation evidencing the authority of a City representative to apply for federal assistance; to file necessary documentation with applications; and to execute grant and cooperative agreements on behalf of the recipient. This resolution addresses these updated requirements so that the City may continue to receive federal funding from the Federal Transit Administration.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

No fiscal impact through this resolution.

Attachment

Resolution 25-R-02

RESOLUTION 25-R-02 authorizing the City of Murfreesboro to file applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for transportation projects; and,

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Murfreesboro, and may require the City of Murfreesboro to provide the local share of the project cost; and,

WHEREAS, the City of Murfreesboro has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects; and,

WHEREAS, the City of Murfreesboro endeavors to continue partnering with the Federal Transit Administration to improve the lives of the citizens of Murfreesboro.

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

SECTION 1. That the City of Murfreesboro Director of Transportation is authorized to execute and file applications for federal assistance on behalf of the City of Murfreesboro with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.

SECTION 2. That the City of Murfreesboro Director of Transportation is authorized to request Urbanized Area Formula Program assistance pursuant to 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, and the City of Murfreesboro is a designated recipient as defined by 49 U.S.C. 5307(a)(2).

SECTION 3. That the City of Murfreesboro Director of Transportation is authorized to execute and file with its applications the annual certifications, assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

SECTION 4. That the City of Murfreesboro Mayor is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Murfreesboro.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker
43A2005E51F8401...
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Presentation of FY24 Audit Report
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

Presentation of FY2024 Annual Comprehensive Financial Report (ACFR) by Jimmy Jobe with Jobe, Hastings & Associates.

Staff Recommendation

Approve the FY2024 ACFR as submitted

Background Information

Annually, the City is audited by an independent audit firm as required by the State of Tennessee. The audit opinion given for FY2024 is the financial statements present fairly, in all material respects, the financial position of the City of Murfreesboro, in accordance with accounting principles generally accepted in the US.

Council Priorities Served

Responsible budgeting

By maintaining focus on budgeting versus actual outcomes, as well as proper presentation of financial information, the City can be proactive when change is necessary during a budget year

COUNCIL COMMUNICATION
Meeting Date: 02/27/2025

Item Title: Patterson Park Chiller Replacement

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the proposal for the replacement of the chiller at Patterson Park Community Center.

Staff Recommendation

Approve the proposal from Trane U.S. Incorporated, subject to the Legal Department's review and approval, in conjunction with reallocating CIP funds to pay for the project.

Background Information

The existing chiller is original to the building constructed in 2002. Last fall, the chiller experienced catastrophic failure and needs replacement. A temporary chiller has been in place since September 2024. CMTA, Inc. was engaged to provide a recommendation and guide the city through the replacement process.

CMTA's recommendation was to accept Trane's proposal in the amount of \$494,864. There will be an additional \$2,000-\$3,000 expense incurred for automation integration and test and balance with another company at the time of installation.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The expense, \$494,864, is funded by the FY25 CIP.

Attachments

1. Patterson Park Chiller Replacement contract
2. CIP Reallocation



Building Science Leadership

PROJECT: Patterson Park Community Center – Chiller Replacement

DATE: 02/21/2025

Attn:

Cathy Smith, Brad Hennessee

CMTA has reviewed both proposals provided for the chiller replacement at Patterson Park Community Center.

The proposed chiller in Trane's proposal appears to meet the specifications if the marine water box option is included. Trane's proposal is much more detailed in terms of the installation scope, which aligns well with the specified installation scope on the plans and specs. Including the marine water boxes, which are included in the specified unit, their final price appears to be \$494,864. **Trane's proposal specifically excludes integration into the Thermatec BAS.** CMTA understands that the City of Murfreesboro is aware of this and has planned to set aside additional funds to make sure this work gets completed.

JCI did not provide a submittal for review during the bid process, but the specified chiller was based on a selection from them, so we assume that the chiller included in the proposal matches this selection. JCI's proposal does not include much in the way of installation scope. CMTA has had conversations with JCI about the installation requirements, but they did not include much about this in their proposal. Assuming their installation scope is inclusive of all the items included in the plans and specs, it appears their final price is \$504,799.64. **JCI's proposal specifically excludes installation of valves and pressure gauges, which are shown on the plans and will be required to install the new chiller. Their proposal also excludes test and balance, which is another requirement of the plans and specs.** CMTA would recommend confirming with JCI that they do indeed plan to install the necessary valves and gauges as part of the installation process if the City of Murfreesboro was to proceed with accepting their bid.

Trane's proposal does appear to meet the equipment specifications and does appear to provide a much more detailed account of the required scope of installation. Though both proposals have excluded items that have potential to add to the final cost, Trane's final proposed cost is about \$10k less than the proposed cost that JCI proposed. For these reasons, CMTA recommends proceeding with Trane's proposal for the turnkey installation of the chiller.

CMTA does not recommend proceeding with the 15k deduct included in Trane's proposal as it would add unnecessary pressure drop to the system and lead to an increase in energy usage over time.

Thanks for the time and opportunity to work on this project for the City of Murfreesboro. Please let us know if there is anything else we can do as you proceed with making a recommendation for Council.

Matthew Johnson, P.E.

CMTA

407 Broad St. | Suite 203 | Chattanooga, TN 37402 | 423.352.9752 | cmta.com

MEP Engineering | Performance Contracting | Zero Energy Engineering | Technology | Commissioning



Trane Turnkey Proposal



Turnkey Proposal For:
Brad Hennessee
City Of Murfreesboro
111 WEST VINE
Murfreesboro, TN 37130-3713

Local Trane Office:
Trane U.S. Inc.
601 Grassmere Park Drive, Suite 10
Nashville, TN 37211

Local Trane Representative:
Michael Sharp
Account Manager
E-mail: michael.sharp@trane.com
Cell: (615) 351-2906
Office Phone: (615) 242-0311

Proposal ID: 8075930

Date: February 19, 2025



Prepared For:
Brad Hennessee

Date:
February 19, 2025

Job Name:
Patterson Park Chiller

Proposal ID:
8075930

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

Summary - Turnkey Installation of HVAC Equipment

Proposal includes the replacement of the existing York 300-ton chiller with a Trane Agility 250 ton Magnetic Bearing Chiller set on spring vibration isolation. The existing unit will be removed, and the new machine will be set on the existing pad and connected to the existing water lines and pump. Electrical modifications will be made as need to accommodate the reduced tonnage. A new refrigerant monitor system will be installed in place of the existing refrigerant monitor to accommodate 513a refrigerant.

Mechanical Installation

- Receive new chiller at crane yard and disassemble as required.
- Demo and remove existing pipe at all chiller connections.
- Remove mechanical room outside air louver for access.
- Move existing chiller out through the access using crane and riggers, dispose of unit.
- Install new 250-ton chiller through louver opening
- Chiller Reassembly and will be set on $\frac{3}{4}$ " spring vibration isolation on existing pad
- Field insulate chiller
- Install new chilled water piping to new chiller.
- Insulate all new chilled water piping
- Startup as required.
- Demobilize and clean up.

Electrical Installation

Demo

- Disconnect existing electrical 480V connection to the chiller.
 - The existing chiller is fed from 400A/3P breaker in the main electrical room.
 - Existing conduit and wire to be reused.
- Disconnect existing controls.
 - Existing conduit and wire to be reused.
- Disconnect and remove existing refrigerant monitor.
 - Existing conduit and wire to be reused.

Install

- Intercept and extend the existing 480V feed to new chiller.
 - Install junction box to intercept existing feeder.
 - Polaris connectors to be used for splicing and extension of conductors.
 - Extend conduit and wire to new single point connection on new chiller.
- Intercept and extend existing controls conduit and wire to new chiller control panel.
 - All controls are to be terminated by others.
- Install new refrigerant monitor.
 - Extend existing conduit and circuitry to new refrigerant monitor.
 - New refrigerant monitor to be mounted in same location as existing.
 - New 120V circuit (Allows for 40' of conduit and wire to extend nearest existing 120V circuit for control power)



Equipment Data

Tag Data - Centrifugal Chiller Water-Cooled Agility (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	25 0ton	1	Agility R-513A 170T-450T (HDW)	HDWA030

Std ship 200T 1/wk, 300/400T 2/wk (call)

North America - USA

Startup Included - Trane Service must start equipment for warranty to be honored

Centrifugal water cooled high speed direct drive

Standard cooling

Liquidated damages delivery: YES

Liquidated damages performance: NO

Compressor size: 300 nominal tons

Incoming line voltage: 460 volt

Incoming line frequency: 60 Hz

Compressor motor voltage: 460 volt

Compressor motor hertz 60.

Compressor motor power: 441 kW

Motor frame size: T1

Unit Disassembly Kit

Uncoated tubesheet and waterbox

Evaporator tube wall: .025 inch (0.6 mm) thick

Evaporator waterbox pressure: 150 psig (1034 kPa)

Evaporator water box construction: Standard

Evaporator water box passes: Two pass

Evaporator waterbox type: Non-marine

Evaporator waterbox arrangement: in RH end - out RH end

Evaporator waterbox connection: Victaulic

Evaporator fluid type: Water

Standard tube sheet construction

Complies with ASHRAE 90.1-2019

Complies with ASHRAE 90.1-2022

Uncoated tubesheet and waterbox

Condenser tube: 0.75 inch (19.1 mm) internally enhanced copper

Condenser tube code: 283

Condenser shell construction: ASME

Condenser tube wall: .028 inch thick

Condenser waterbox pressure: 150 psig (1034 kPa)

Condenser waterbox construction: Standard

Condenser water box passes: Two pass

Condenser water box arrangement: in RH end - out RH end

Condenser waterbox connection: Victaulic

Condenser fluid type: Water

Thermal dispersion flow switch (IFM) - Field Installed (Field Installed)

Agency listing: U.L. / CUL listed

Complies with ASHRAE 90.1-2013

Complies with ASHRAE 90.1-2016

Operating Status

Generic BAS

BACnet

Trane Supplied Refrigerant

Charge with Nitrogen

Spring loaded relief valve

Liquid cooled AFD

Unit mounted adaptive frequency drive

2 year labor warranty whole unit

2 year labor warranty whole unit

5 Year parts motor&cmp only

1st year refrigerant quality warranty

Item: Base Chiller

Evaporator shell size: 040A

Evaporator tube bundle size = D

Evaporator tubes: 0.75 inch (19.1mm) dia high performance internal surface tube

Evaporator tube code: 280

400 Ton condenser shell

Cond tube bundle size = A

Evaporator expansion valve size: 400

kW/Ton: 0.5356

NPLV: 0.3283

Evaporator Pressure Drop at Design: 12.0 (ft H2O)

Condenser Pressure Drop at Design: 7.0 (ft H2O)

Item: Alternate A Chiller

Evaporator shell size: 020A

Evaporator tube bundle size = A

Evaporator tubes: 0.75 inch (19.1 mm) dia. internally enhanced copper

Evaporator tube code: 284

200 Ton condenser shell

Cond tube bundle size = B

Evaporator expansion valve size: 200

kW/Ton: 0.5742

NPLV: 0.3518

Evaporator Pressure Drop: 16.11 (ft H2O)

Condenser Pressure Drop: 21.09 (ft H2O)



Proposal Notes / Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays) Unless otherwise noted
- Proposal does not include "Premium Time" or Price Contingency
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- It is assumed that the Existing refrigerant relief piping is sufficient and will not need to be replaced.
- It is assumed that the existing mechanical room ventilation is sufficient and will not need to be upgraded or replaced
- Unit will be supplied with a BACNet Controller. Integration of chiller into BAS system by others.

Financial items not included

- Bid Bond
- Permits
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings



Pricing and Acceptance

Brad Hennessee
City Of Murfreesboro
111 WEST VINE
Murfreesboro, TN 37130-3713

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$ 461,674.00*
*Price includes \$20,310.00 discount amount

Optional Add Alternates

Condenser Marine Water Box.....Add \$16,595.00 _____
Evaporator Marine Water Box.....Add \$16,595.00 _____
OR
Condenser Hinged Water Box.....Add \$9,270.00 _____
Evaporator Hinged Water Box.....Add \$9,123.00 _____

Optional Deduct for Alternate Chiller A

Total Deduct for Alternate Chiller Net Price.....Deduct (\$14,028.00)_____

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Michael Sharp	Cell: (615) 351-2906 Office: (615) 242-0311 Proposal Date: February 19, 2025
CUSTOMER ACCEPTANCE City Of Murfreesboro	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions



of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL



Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(1024)
Supersedes 1-26.251-10(0123)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of



providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or



undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



... 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 2025 CIP

Transfer CIP funds from:

Transfer CIP funds to:

Land Acquisition/Contingencies	\$ (200,000.00)	Patterson Chiller	\$ 200,000.00
TOTAL TRANSFER	\$ (200,000.00)	TOTAL TRANSFER	\$ 200,000.00

Explanation: Additional funding is need for Patterson Chiller. It is requested that this amount be reallocated from Land Acquisition/Contingencies.

[Signature] 2-21-25
CFO/City Recorder Date

Vicki J. Massey (signed electronically) 02/07/25
Reviewed by Finance Date

Approved *[Signature]*
City Manager
Declined 2/21/25
Date

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

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Construction Administration Contract for the Blackman/Manson/Burnt Knob Intersection Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider engineering services agreement for construction of the Blackman/Manson/Burnt Knob Intersection project.

Staff Recommendation

Approve the professional services contract with Kimley Horn and Associates, Inc.

Background Information

Kimley-Horn and Associates will perform construction administration services for the Blackman/Manson/Burnt Knob intersection project. These services, which are retained on most large construction projects, assists the City with administrative duties associated with the construction of the project. The estimate for professional services for the this intersection project is \$116,700.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The expense, \$116,700, is part of the project construction costs, which is funded by the FY21 and CIP Budgets.

Attachments

Amendment No. 1 to the Agreement between Client and Kimley-Horn and Associates, Inc.

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 01 dated _____, 2025 to the agreement between City of Murfreesboro ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated April 11, 2024 ("the Agreement") concerning Burnt Knob Rd/Blackman Rd/Manson Pk Intersection Improvements (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 12 – Construction Support Services

Kimley-Horn will provide limited Construction Support Services for the Client and will provide the appropriate office staff required to assist the Client as outlined in the subtasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a nine (9)-month duration.

Task 12.1 – Pre-Construction Meeting

Kimley-Horn will prepare for and conduct one (1) Pre-Construction meeting at a time and location determined by the Client. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

Task 12.2 – Progress Meetings

Kimley-Horn will schedule and attend bi-weekly progress meetings with the Client and the Contractor and will respond to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes. A maximum amount of 18 progress meetings is assumed for this task.

Task 12.3 – Project Administration

Kimley-Horn will cooperate with and assist inspectors that are assigned to review project records, payments, reports, etc. Kimley-Horn will prepare for and attend, when requested, inspections that may be conducted on the project related to project work, progress or records. The Client will provide the inspectors and assistance to monitor the work being done on the Contract. Prior to being on-site, Kimley-Horn will submit to the Client a listing of personnel assigned to the project for review and approval. In addition, a list of emergency contacts and phone numbers will be supplied to the Client. Kimley-Horn will also participate in a walk-through of the project for preparation of a final punch list for the Contractor. A maximum amount of nine (9) Inspections are assumed for this task.

Task 12.4 – Provide Utility Coordination

Kimley-Horn will provide project utility coordination and will coordinate with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Kimley-Horn will assist the Contractor in the identification of utility installations and activities that

may impact the overall progress of the project. Kimley-Horn will coordinate with the identified construction meeting participants in the scheduling of work that is determined by the Contractor to be time-sensitive. Kimley-Horn is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the Contractor's work or lack thereof. The sole purpose of Kimley-Horn's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole, and to attempt to avoid delays arising from utility installation work that interferes with other project work.

Task 12.5 – Supplemental Agreements and Construction Change Orders

Kimley-Horn will notify the Client of the necessity for any Supplemental Agreements / Construction Change Orders. Kimley-Horn will negotiate prices for additional pay items with the Contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the Client. Kimley-Horn will prepare the Supplemental Agreement / Construction Change Orders and submit to the Client for final review and submittal for processing. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client. Up to ten (10) Supplemental Agreements / Construction Change Orders are budgeted for this task.

Task 12.6 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other actions will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules or procedures of construction or to related safety precautions and programs. Up to fifteen (15) submittals are budgeted for this task.

Task 12.7 – Requests for Information (RFIs)

Kimley-Horn will respond to Contractor Requests for Information (RFIs) and provide periodic on-site visits to address construction issues as directed by the Client. These efforts will consist of preparation and documentation time associated with each activity. Up to ten (10) RFIs are budgeted for this task.

Task 12.8 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the Client or the Contractor. If appropriate, Kimley-Horn will prepare minor design addenda to document and clarify resulting contract change orders. Up to five (5) minor design revisions are budgeted for this task.

Task 12.9 – Progress Payments

Kimley-Horn will review quantities for Monthly Progress Payments provided by the Prime Contractor. The quantities for payment will be compared with field records provided by the Client's inspector(s) prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Client. Estimate "cut-off" will be the last day of each month.

Task 12.10 – Distribution of Correspondence

Kimley-Horn will submit to the Client a copy of all relevant correspondence between Kimley-Horn, the Client, the Contractor, and subcontractors concerning matters related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

Services Provided By Client

It is assumed that any construction support services not specifically provided for in the above scope will be provided by the Client or the Client’s consultants or representatives. Additional services may include, but are not limited to, the following:

- Quality Assurance and Materials Testing
- Observation of Construction
- Geotechnical Consultation
- Erosion Prevention and Sediment Control (EPSC) Inspection
- Other services requested by the Client

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

Services provided under Task 12 and the associated fee estimate has been prepared based on an estimated nine (9)-month construction duration.

For the services set forth above, Client shall pay Consultant the following compensation:

Fee and Expenses

Kimley-Horn will perform the services in Task 12 on a labor fee plus expenses basis with the estimated fee as summarized below.

Task 12 – Construction Support Services	\$116,700
Total Estimated Labor / Expense Fee:	\$116,700

Hourly labor fees and expenses will be invoiced monthly as accrued.

CLIENT:

CITY OF MURFREESBORO

By: _____

Title: Mayor

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: *Chris D. Rhoad*

Title: Senior Vice President

Date: January 13, 2025

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

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Professional Services Contract – Bridge Avenue Bridge Replacement

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider professional engineering services contract for the Bridge Avenue Bridge Replacement.

Staff Recommendation

Approve the professional engineering services contract with Gresham Smith.

Background Information

It has been discovered that the bridge over the CSX railroad along Bridge Avenue received a poor rating from the Tennessee Department of Transportation (TDOT) and was recommended for replacement. Last year, staff advertised a request for qualifications for the design services for this bridge replacement. Six proposals were submitted, and staff evaluated each submission based on prior CSX experience, knowledge, and expertise.

Gresham Smith scored the highest among the applicants and they submitted a proposal in the amount of \$584,600. This design replaces the existing bridge and upgrades the existing roadway and approaches. An exhibit detailing the limits of this project is provided for your review.

Council Priorities Served

Expand Infrastructure

This bridge upgrade and replacement will provide a safe route for vehicles and pedestrians to cross the CSX railroad.

Fiscal Impact

This expense, \$584,600, is funded by the FY25 CIP Budget.

Attachments

1. Professional Services Contract from Gresham Smith.
2. Exhibit of project limits.



September 12, 2024

Mr. Joe Ehleben
Project Coordinator
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37133-1139

Subject: **Bridge Avenue Bridge Replacement
Engineering Services Proposal
Murfreesboro, Tennessee**
GS&P Project No. 19258.12

Dear Joe:

Gresham Smith appreciates the opportunity to partner with and serve the City of Murfreesboro on this important project.

I have attached a proposed Agreement, Scope and Proposed Fee for the City's review and consideration. The work is proposed to be done as a Task Order associated with the Master Services Agreement executed with the City in 2021.

If you have questions or need additional information you may reach me by telephone at 615.770.8579 or by email at jody.vance@greshamsmith.com.

Sincerely,

A handwritten signature in blue ink that reads "Jody Vance".

Jody Vance, P.E.
Principal

Attachments

Copy: Robin Lovett, Gresham Smith
File

ATTACHMENT 1

TASK ORDER

Task Order No. 3

In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 16, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order:
- B. Owner: City of Murfreesboro
- C. Engineer: Gresham Smith
- D. Specific Project (title): Bridge Avenue Bridge Replacement
- E. Specific Project (description): Collaborating with the City to design construction plans and specifications for the new bridge and approaches, including coordination with CSX Transportation, Inc

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - set forth in Part 1 – Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and specific scope of services is attached to and incorporated as part of this Task Order.
 - as follows: *Click or tap here to enter text.*
- B. Other General Services – Engineer shall also provide the following services:
Click or tap here to enter text.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: NONE

3. Task Order Schedule – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

To be Determined

5. **Payments to Engineer:** The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

Description of Service	Amount	Basis of Compensation
Basic Services (design construction plans and specifications for the new bridge and approaches, including coordination with CSX Transportation, Inc)	\$367,000.00	Cost Plus Not to Exceed
Survey Services	\$ 99,600.00	Cost Plus Not to Exceed
Geotechnical Services	\$118,000.00	Cost Plus Not to Exceed
TOTAL COMPENSATION (lines 1.a-h)		
	\$584,600.00	

6. **Consultants retained as of the Effective Date of this Task Order:**
HMB Professional Engineers; TTL
7. **Other Modifications to Agreement:**
NONE
8. **Attachments:**
Scope of Services
9. **Documents Incorporated by Reference:**
NONE

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated herein by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [Click or tap here to enter text..](#)

OWNER: CITY OF MURFREESBORO

Designated Representative (8.03)

By: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Phone: _____

Email: _____

Address for Giving Notices:

Darren W. Gore, City Manager
111 W. Vine Street
Murfreesboro, TN 37130

ENGINEER: GRESHAM SMITH

Designated Representative (8.03)

By: _____ 

Name: Robin Lovett

Title: Principal

Title: Project Manager

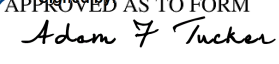
Date: September 25, 2024

Phone: 615.770.8178

Email: Robin.lovett@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

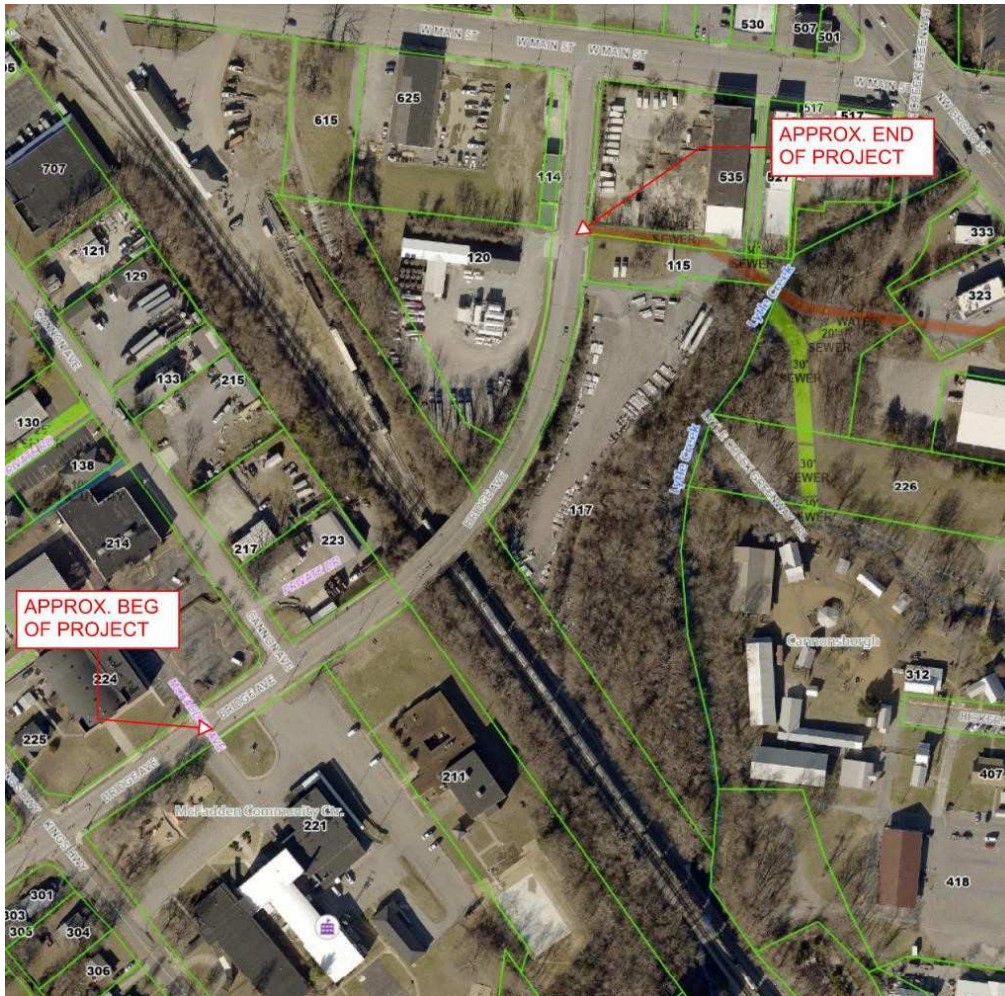
Signed by
APPROVED AS TO FORM

43A2035E51F9404
Adam F. Tucker, City Attorney



Scope of Work Replacement of Bridge Avenue Bridge over the CSX Railroad City of Murfreesboro, Tennessee

LOCATION & DESCRIPTION

The area of improvement is located on Bridge Avenue, approximately 850 feet south of West Main Street, at the CSX Railroad crossing near the McFadden Community Center. The estimated project limits extend from the McFadden School driveway entrance, southwest of Cannon Avenue, to the north of the driveway entrance to Roger's Petroleum. This total estimated length is approximately 1,000 linear feet. The project will replace the existing bridge and upgrade the existing roadway approaches. This includes maintaining the existing roadway width of 42 feet from curb to curb, with grass strips and 5 ft. sidewalks on each side. The project is to be funded using 100% City funds. The final deliverables for the project will include bid-ready construction documents, including the project bid book and reference specifications from TDOT. The scoped limits of the project are shown in the aerial view below.



Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100

GreshamSmith.com

BRIDGE AVE BRIDGE REPLACEMENT
SCOPE OF WORK
September 25, 2024

DESCRIPTION OF ENGINEERING SERVICES

These services are intended to develop construction plans for the proposed project. All plans will be in accordance with Tennessee Department of Transportation (TDOT) standards and will conform to City of Murfreesboro Road Design Specifications and Standards. Gresham Smith will lead all coordination and communication with CSXT Railroad.

We believe the following services to be provided by task as listed below will be necessary to meet the City of Murfreesboro's requirements.

A. Survey \$99,600

HMB Professional Engineers, LLC will perform a survey of existing conditions. The survey will meet requirements per the TDOT Survey Manual and CADD Standards. The following items are included in the scope:

1. HMB will provide surveying services for the bridge replacement and roadway improvements of Bridge Avenue within the limits approximately shown on attached map below.
2. The survey will meet or exceed "Standards of Practice" as defined by the Tennessee Board of Examiners for Land Surveyors for Topographic Surveys.
3. Horizontal Control will be relative to NAD 83 (2011) Datum.
4. Vertical Control will be relative to the North American Vertical Datum of 1988 (NAVD 88) utilizing the Geoid 12A model.
5. Right of Way Staking and Tract Exhibits and Legals for up to 10 Tracts.
6. Deliverables:

- DGN CAD file prepared in MicroStation ORD format
- DTM (ORD Tin File)
- Survey files and / or any available site pictures/field notes upon request

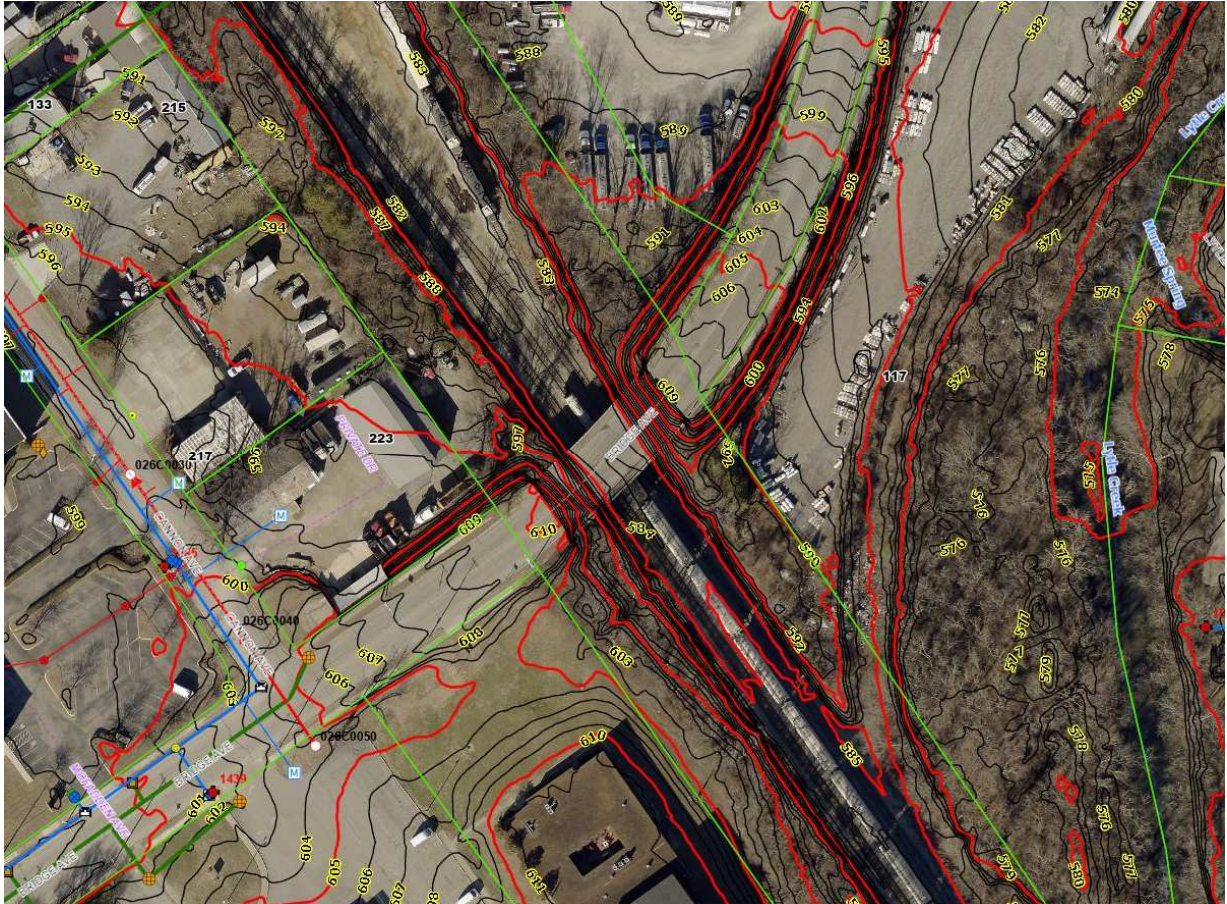


BRIDGE AVE BRIDGE REPLACEMENT
SCOPE OF WORK
September 25, 2024

B. CSX Railroad Coordination

\$ 20,000

Gresham Smith will coordinate with the City of Murfreesboro for the crossing agreement process with the CSXT Railroad. Gresham Smith will prepare and submit a bridge plan indicating the minimum horizontal and vertical clearance for CSX approval. The railroad will require a crossing agreement between the City and the railroad. We will coordinate with CSX to obtain approval of the proposed design plans. All permitting and review fees required will be paid by the City.



C. Bridge Design Services

\$185,000

The details of the roadway scope for improvements to Bridge Avenue are described below.

I. Preliminary Plans

Gresham Smith will develop a preliminary bridge layout showing the bridge plan and elevation views with elevations and track clearances for CSX Railroad and the City's review and approval.

- a) Preliminary layout of bridge.
- b) Typical cross-section of the bridge.

II. **Construction Plans**

- a) Final bridge layout
- b) General notes and estimated quantities
- c) Soils data and boring logs
- d) Superstructure details
- e) Beam details
- f) Abutment details
- g) Bent Details
- h) Final foundation data sheet
- i) Bill of steel
- j) Submit plans to CSX and the City for review and comment
- k) Incorporate one set of review comments from CSX and the City
- l) Attend coordination meetings as necessary
- m.) Prepare a final cost estimate

Deliverable

Final construction plans developed in accordance with the latest editions of TDOT's and the City's standards and specifications.

- Review and respond to bidders questions during bidding process

D. Roadway Design Services

\$150,000

The details of the roadway scope for improvements to Bridge Avenue are described below.

I. Preliminary Plans

Gresham Smith will develop preliminary plans for the City's review and comment. We will proceed with developing the Right-of-Way Plans for the City's review and approval after addressing comments received by the City.

- a) Layout initial Horizontal and Vertical Alignments.
- b) Develop typical section templates for the roadway alignment to City and TDOT standards.
- c) Prepare cross sections at 50-foot intervals.
- d) Plot preliminary slope lines and determine affected areas and utilities.
- e) Set preliminary easements and add stakeout information to the plans.
- f) Design of proposed storm sewer system.
- g) Develop retaining wall conceptual plans

II. Right-of-Way/Utility Plans

- a) Finalize alignments.
- b) Develop final cross sections.
- c) Develop a traffic control/detour plan.
- d) Finalize drainage plans.
- e) Set proposed easements and add stakeout information to the plans.
- f) Create exhibits and descriptions for purchasing ROW/easements, if required.
- g) Prepare pavement striping and marking plans.
- h) Add erosion control details to the plans.
- i) Complete preliminary Estimated and Tabulated quantities for a cost estimate.
- j) Include minor right-of-way revisions due to right-of-way negotiations, if required.

Deliverable

Final ROW plans for submittal to the City for approval and for distribution to utilities.

III. Construction Plans

- a) Finalize construction details and documents
- b) Prepare & finalize traffic control plans
- c) Prepare signing plans
- d) Prepare special details
- e) Finalize Estimated and Tabulated quantities
- f) Prepare tabulated quantity sheets
- g) Submit plans for CSX and the City to review and address comments
- h) Attend coordination meetings as necessary
- i) Prepare a final cost estimate

Deliverable

Final construction plans developed in accordance with the latest editions of TDOT's and the City's standards and specifications.

Contract Plans will consist of the following:

- Typical Sections
- Horizontal and vertical alignments
- Roadway cross sections
- Drainage details
- Erosion control plans
- Traffic control plans
- Construction Details
- Final retaining wall conceptual plans for contractor design
- Quantities
- Signing and marking plans
- General and special notes
- Preparation of SWPPP if needed

Package Preparation and Bidding Assistance

- Assume City bid documents are to be used, and the documents will be provided by the City
- Create bid documents and submit them to City for approval
- Assist the City in advertising and bidding
- Attend pre-bid meeting and be available for questions and clarifications before the bid opening
- Be present at the bid opening to assist the City as requested
- Review the bids to determine if they are acceptable

E. Geotechnical Study for Bridge and Retaining walls

\$ 118,000

A budgetary estimate for the bridge foundations and likely retaining walls along the right-of-way at both bridge ends is included in this scope. In order to assess the subsurface conditions, the geotechnical consultant will investigate borings at the bridge foundations and along the proposed retaining wall alignments. Each boring will be drilled to refusal and the soil overburden will be sampled in general accordance with ASTM D 1586 "Penetration Test and Split-Barrel Sampling of Soils." In addition, relatively undisturbed samples will be obtained at select locations by

BRIDGE AVE BRIDGE REPLACEMENT
SCOPE OF WORK
September 25, 2024

means of thin-walled (Shelby) tubes. Recommendations for bridge foundation design will be provided along with retaining wall acceptable wall types and typical cross sections in accordance with TDOT Geotechnical Guidelines.

F. Utility Coordination \$ 10,000

The purpose of Utility Coordination on the project is to ensure that the utility companies are aware of the planned work as it relates to their existing facilities and their future growth and/or relief plans. The objective is to minimize the impact to the existing utilities in the area, but also coordinate current work efforts by the utilities, coordination would be important in order that the finished roadway improvements would not be impacted by future utility construction. Where the utilities are impacted by conflicts with the proposed roadway construction, the Utility Coordinator will work closely with the utility engineers to obtain a workable plan that can be constructed in conjunction with the roadway work.

Tasks performed by the Utility Coordinator include:

- a) Conduct an initial meeting with utilities and continue coordination as needed.
- b) Review utility relocation plans
- c) Coordinate with utility companies in the development of their relocation plans to help keep the project development schedule as short as possible.
- d) Coordinate with utilities to resolve conflicts. Meet with the utility and City representatives to discuss any unexpected conflicts. Propose cost effective solutions to resolve conflicts that will minimize the schedule impact and cost to the project.

G. Right of Way Acquisition Services

Right-of-way acquisition Services have not been included in this Scope but may be added later.

H. CEI Services

CEI services are not included in this Scope but may be added later.

Expenses: \$ 2,000.00

Expenses for this project will include plotting and printing for reviews, meetings, submittals, and mileage. Plans will be delivered electronically for reviews and final submittals, with paper plots available if requested. Gresham Smith can supply additional paper copies at cost upon request. It is assumed that the City of Murfreesboro will accept an electronic submittal of the final plans for their record.

The total fee for all services described above is: \$584,600

(This work is proposed to be performed as a Task Order under an existing Master Services Agreement executed with the City of Murfreesboro in December 2021. All work is to be billed hourly and not to exceed this lump sum. The Scope of Work and Fee is valid for 12 months from the time of submittal to the City. Gresham Smith reserves the right to reevaluate fees after that time.)

Additional Services:

Specific items **not** included in the scope but may be completed at the request of the owner for additional fees include:

- Title Searches and Closings.
- Update of appraisal and appraisal review if required by condemnation proceedings.
- Structural design of retaining walls or special drainage structures. (retaining wall designs are contractor-provided per TDOT SP624)
- Geotechnical exploration and/or design other than for the bridge and retaining walls
- Aquatic Resource Alteration Permit (ARAP) application (not anticipated to be necessary)
- Permit fees, any application or mitigation fees (to be paid by City)
- Application and/or Permit fees with CSX Railroad to be paid by the City
- Advertisement Fees
- Stream/Wetlands mitigation design
- Lighting Design
- Signal Design outside of locations of poles for future signal
- Ecology Study and Biological Assessments
- Additional survey needed due to changes in the field could be needed but may be added later
- ITS design
- NEPA, TEER or Environmental Document or investigations
- As-built plans and Construction Surveying
- Utility relocation design services and plans
- Construction Engineering and Inspection or Administration
- Review of contractor shop drawings
- Landscape design
- Traffic Analysis
- Pavement Design (will use City Standard or heavy-duty TDOT-approved section)
- Construction Services (assistance during construction)

Bridge Avenue Project Map



COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Professional Services Supplement #1 – Rutherford Blvd and SE Broad Street Intersection Improvements

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider professional engineering services contract supplement for the improvements at the Rutherford Blvd and SE Broad Street intersection.

Staff Recommendation

Approve contract amendment with Energy Land and Infrastructure LLC (ELI).

Background Information

In May 2022, the Council approved the design contract for the improvements to the Rutherford Boulevard and SE Broad Street intersection. This design includes the addition of a southbound through lane along SE Broad Street, extending to Elam Road, and modifications to the eastbound approach of Rutherford Boulevard to include dual left turn lanes. Additionally, this project incorporates signal improvements that will align with the planned upgrades associated with the Rutherford Adaptive Signal Control Technology (ASCT) project.

As the design progressed, it was determined that extending the project limits northward along Broad Street by approximately 1,860 feet to include additional widening and turn lanes would be needed. This amendment is estimated to cost \$138,890, bringing the total contract value to \$292,210.

Council Priorities Served

Expand Infrastructure

Improvements to this intersection will increase capacity and help traffic flow to alleviate the congestion in this area.

Fiscal Impact

This expense, \$138,890, is a part of the project costs funded by the FY21 and FY22 CIP Budget.

Attachments

Contract Amendment from Energy, Land, and Infrastructure, LLC.



AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Murfreesboro, Tennessee**
 Engineer: **Energy Land & Infrastructure, LLC**
 Project: **Broad St. and Rutherford Blvd. Intersection Improvements**
 Effective Date of Owner-Engineer Agreement: **May 20, 2022**

Nature of Amendment: (Check those that apply)

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

Description of Modifications:

The Agreement is amended to extend roadway survey northward approximately 1860 feet along SE Broad Street from the original scope limits just north of Kensington Square Court to just south of Broadlands Drive. The TDOT standard format survey will have digital terrain model (DTM) width of 100 feet centered on SE Broad Street. Amendment 1 also expands the project roadway design scope to provide for widening of SE Broad Street from a two (2) lane section with shoulders to a four (4) lane section with a center turn lane and shoulders from its intersection with Rutherford Boulevard northward to Kensington Drive where the roadway drops a lane and tapers back down to a two (2) lane section. Prior to tapering down, a southbound left turn lane is to be provided onto Kensington Drive. Under the original Agreement, the Engineer’s services are based on Option 3 of a Traffic Operations Assessment provided by Neel-Schaffer, Inc. and dated March 1, 2022. Option 3 roadway improvements to the northern leg of the SE Broad Street was predominantly limited to an additional single southbound lane beginning near Kensington Square Court and continuing to the intersection with Rutherford Boulevard.

This Amendment 1 also includes an additional survey update to include roadway improvements associated with recent construction of the Liquor & Wine Outlet at the corner of SE Broad Street and Kensington Square Court.

This Amendment 1 includes survey, roadway design, right-of-way/easement acquisition exhibits and descriptions, and bidding assistance services for the expanded project limits herein described.

Agreement Summary:

Original agreement amount:	\$ 153,320.00	
Net change for prior amendments:	\$ 0.00	
This amendment amount:	\$ 138,890.00	
Adjusted Agreement amount:	\$ 292,210.00	
Change in time for services (days or date, as applicable):		9 months from effective date of this Amendment No. 1

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

Owner

City of Murfreesboro, Tennessee

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Shane McFarland

(typed or printed)

Title: Mayor

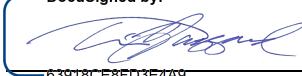
(typed or printed)

Engineer

Energy Land & Infrastructure, LLC

(typed or printed name of organization)

By: _____

DocuSigned by:

63918CE8FD3E4A9...
(individual's signature)

Date: 9/19/2024

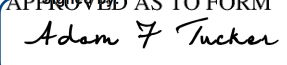
(date signed)

Name: Timothy L. Haggard, PE, RLS

(typed or printed)

Title: Associate VP | Operations Manager

(typed or printed)

APPROVED AS TO FORM

43A2035E51F9401
Adam F. Tucker, City Attorney



COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Tommy Bragg Drive Project Final Change Order

Department: Engineering

Presented by: Chris Griffith - Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider final construction contract change order to reflect final quantities involved with actual work performed to establish final contract amount.

Staff Recommendation

Approve the final change order with Bell and Associates.

Background Information

The Tommy Bragg Drive project connects River Rock Blvd approximately .3 miles to make a new connection with Beasie Road. This extension is a three-lane curb and gutter section with a multi-use path and sidewalk on both sides. Also included is a 550 ft. bridge spanning the west fork of the Stones River.

Bell and Associates submitted a low bid in the amount of \$8,244,535 and was awarded the contract in January 2023. During construction, it was determined that the project required more quantities from several items than originally specified. This change order amounted to a \$398,157 increase, which is within staff's goal of staying within 5% of the original contract amount.

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The construction cost increased from \$8,244,535 to \$8,642,692 amounting in a \$398,157 change order. The funds for this project were allocated within the 2021 and 2025 CIP Budget.

Attachments

Tommy Bragg Drive Project Final Summary Change Order.

CHANGE ORDER NO. 2 - Contract Reconciliation

PROJECT: River Rock Boulevard – Beasie Road Connector
Murfreesboro, Tennessee

CONTRACTOR: Bell & Associates Construction, LLC
P.O. Box 363
Brentwood, Tennessee 37024

DATE: December 11, 2024

The intent of this Final Project Change Order is to revise the project contract to reflect actual work performed. The Contractor is directed to make the following changes in the contract.

DESCRIPTION:

Revise the scope of work for the project to include change orders, work change directives, field revisions, plan revisions and actual quantities used in construction. The final quantities and unit prices shown on Attachment A of this document reflect items revised, added, and deleted during construction, as well as changes in the quantities based on actual amounts used in construction.

This Change Order is not valid until signed by Owner, Engineer, and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$ 8,244,535.36
Net Change by Previous Change Orders	\$ 0.00
The Current Contract Sum	\$ 8,244,535.36
The Total Construction (Actual Amount) Sum	\$ 8,642,692.02
The Contract Sum Will Be Increased By This Change Order (No.2)	\$ 398,156.66
The Final Contract Amount Is	\$ 8,642,692.02

ENERGY LAND AND INFRASTRUCTURE
ENGINEER

BY 

BELL & ASSOCIATES CONSTRUCTION, LLC
CONTRACTOR



OFFICER

CITY OF MURFREESBORO, TENNESSEE
CITY ENGINEER

BY 

CITY OF MURFREESBORO, TENNESSEE
OWNER

MAYOR

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Cherry Lane 2 Wetland/Stream Credit Funding Approval

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider funding to purchase wetland and stream mitigation credits for the Cherry Lane Phase 2 project.

Staff Recommendation

Approve funding of wetland and stream mitigation credits.

Background Information

To complete the environmental phase of the Cherry Lane Phase 2 project, wetland and stream mitigation credits will need to be purchased to satisfy the Corps of Engineers and TDEC's permit requirements. Due to the number of credits required for this project they are likely to need to be sourced from multiple mitigation banks.

Based on the current proposed impacts to streams and wetlands, 524.5 stream mitigation credits and 12.18 wetland mitigation credits are required to provide compensatory mitigation for the proposed impacts. With current mitigation credit market conditions, the combined value of the compensatory mitigation credits is approximately \$3,000,000, which also leaves a contingency for mitigation credit price increases. Staff is requesting this funding approval to purchase the needed credits as they become available, pending legal approval of any associated agreements.

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The expense, approximately \$3,000,000, to purchase these credits are within budget and will be funded from the 2021, 2022, and 2025 CIP fund.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Purchase of Drones
Department: Fire
Presented by: Chief Mark McCluskey
Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Consider contract with Safeware to purchase drones.

Staff Recommendation

Approve the Safeware contract.

Background Information

The department requests to purchase four Skydio drones through the contract between the State of Tennessee and Safeware, Inc. The drones will be used to survey large fire scenes, search and rescue missions, water and structural collapse rescues and to assess disaster areas and hazmat situations.

Council Priorities Served

Maintain public safety

Using drones will assist in locating victims faster thus allowing personnel to give needed treatment, as well as protecting fire rescue personnel from hazardous situations by assessing areas before they approach.

Fiscal Impacts

The expenditure, \$112,915, is funded from the General Fund in FY25 CIP.

Attachment

Safeware Contract

**AGREEMENT BETWEEN CITY OF MURFREESBORO
AND SAFEWARE, INC.
FOR PURCHASE OF DRONES AND SOFTWARE**

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 **SAFEWARE, INC.**, a corporation of the State of Maryland (“Contractor”).

This Agreement consists of the following documents:

- This Document
- Contractor’s State of Tennessee Contract No. 564/84271, hereinafter referred to as “State Contract”; and
- Contractor’s Proposal, Order #10199208, dated January 22, 2025 (“Contractor’s Proposal”); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase four (4) Skydio X10 Drones with accessories as listed in the Contractor’s Proposal and as set forth in the State Contract:

2. Term. The term of this Agreement shall begin on the Effective Date to the expiration of the State Contract on September 30, 2028. 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 the Agreement is set forth in the Contractor’s Proposal, which reflects a **Total Purchase Price of One Hundred Twelve**

Thousand, Nine Hundred and Fourteen Dollars and Sixty Cents (\$112,914.60), including freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first.

- b. Deliveries of all items shall be made within 30-60 days from issuance of Purchase Order of order to: 1311 Jones Boulevard, Murfreesboro, TN 37129. Delivery Contact: Brady Lutton (tel: 615-893-1311, email: 0672@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer and the State Contract. The warranty period begins on the date the equipment is delivered and accepted by the City.
 5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
 6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
 7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contactors, consultants, and agents."

8. Indemnification.

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

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

If to the City of Murfreesboro:

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

If to the Contractor:

Safeware, Inc
Attn: Tommy Nairn or Jeannette Roscoe
4403 Forbes Blvd.
Lanham, MD 20706-4328
tnairn@safewareinc.com or
jroscoe@safewareinc.com

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, states and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
14. **No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs

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

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

- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 26. Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 27. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE

SAFEWARE, INC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Tommy Nairn
E7B3ABC57F15407
Tommy Nairn, Chief Operating Officer

Approved as to form:

Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney



QUOTATION

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10199208	
Order Date	Page
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Quote Expires On: 02/21/2025

Contract No: Tennessee SWC #84271

Bill To: **Customer ID:** 93800
 City of Murfreesboro
 Finance Dept
 PO Box 1139
 Murfreesboro, TN 37133-1139

 615-849-2685

Ship To:
 Murfreesboro Fire Dept
 1311 Jones Blvd
 Murfreesboro, TN 37129

PO Number	Taker	Email
QUOTE - SKYDIO X10	Nazira Burke	nburke@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	804-236-0579	804-800-4490
Sales Representative		
Matthew Bucher		

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
1.00	0.00	1.00	EA		OPC TN SWC	EA	0.00	0.00
				1.0	State of Tennessee Contract #84271 Title: SWC 564 - Homeland Security, Public Safety, and Emergency Preparedness Statewide Multi-Year Contract Start Date: September 10, 2024 End Date: September 30, 2028	1.0		
4.00	0.00	4.00	KT		SKY DR4E1BS2IZG0000NA	KT	15,726.40	62,905.60
					Safeware Catalog Price: 26,654.92 Contract Discount: 41% Your Discount: 41.00%			
				1.0	Skydio X10 Starter Kt, 1 Batt IR VT300-Z Incl Skydio X10 2.4/5 GHz, 5G/LTE vehicle, 2.4/5 GHz, 5G/LTE Enterprise Controller, VT300-Z Sensor Package, pro case, 2x wall adapters, propellers, 2x 256 GB micro SD cards, one battery, dual charger, subscription to Skydio Autonomy Drone Software	1.0		
4.00	0.00	4.00	EA		SKY DR4ATTSWNAIR	EA	2,800.00	11,200.00
					Safeware Catalog Price: 4,745.76 Contract Discount: 41% Your Discount: 41.00%			
				1.0	Skydio NightSense w/ IR Attachment, X10	1.0		



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Quote Expires On: 02/21/2025

Contract No: Tennessee SWC #84271

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
					Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) infrared light spectrum active illumination attachment that can be carried by Skydio X10.			
1.00	0.00	1.00	EA		SKY DR4ATTSPTL	EA	265.00	265.00
					<i>Safeware Catalog Price:</i> 449.15 <i>Contract Discount:</i> 41% <i>Your Discount:</i> 41.00%			
				1.0	Skydio Spotlight, X10 Skydio X10 attachment	1.0		
8.00	0.00	8.00	EA		SKY DR4ACCBATR	EA	369.00	2,952.00
					<i>Safeware Catalog Price:</i> 625.42 <i>Contract Discount:</i> 41% <i>Your Discount:</i> 41.00%			
				1.0	Skydio Battery for X10 [Adv Reservation] One (1) battery for Skydio X10 when available. Reserved with 100% deposit.	1.0		
4.00	0.00	4.00	EA		SKY CEDR45G300Z3YRNA	EA	5,249.00	20,996.00
					<i>Safeware Catalog Price:</i> 8,896.61 <i>Contract Discount:</i> 41% <i>Your Discount:</i> 41.00%			
				1.0	Skydio Care, X10 Cell, 5G + VT300-Z, 3YR Incl bundled Care for the X10 w/ Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 w/ Cellular 5G (3yr) Incl: 3x Damage Replacement and up to one Lost Drone Replacement. 3x Damage Replacement and up to one Lost Sensor Package Replacement.	1.0		
4.00	0.00	4.00	YR		SKY SWFMDR4	YR	120.00	480.00
					<i>Safeware Catalog Price:</i> 203.39 <i>Contract Discount:</i> 41% <i>Your Discount:</i> 41.00%			
				12.0	Skydio Fleet Manager for X10 One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes live streaming of video to a single user and subscription to Skydio Model Viewer.	12.0		
2.00	0.00	2.00	YR		SKY SWSTRDR4	YR	2,400.00	4,800.00
					<i>Safeware Catalog Price:</i> 4,067.80 <i>Contract Discount:</i> 41% <i>Your Discount:</i> 41.00%			
				12.0	Skydio MV Live Streaming, X10	12.0		



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Quote Expires On: 02/21/2025

Contract No: Tennessee SWC #84271

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
					for X10, Includes: Multi-Viewer streaming capability allowing user to share real-time video from Skydio X10. Base license includes 600 hours per year, per vehicle, per viewer, pooled; Hours only consumed when stream is viewed by more than one viewer.			
					Ordered As: SWSTRDR4			
4.00	0.00	4.00	YR		SKY SWCLSTR4	YR	450.00	1,800.00
					Safeware Catalog Price: 762.71		Contract Discount: 41%	
					Your Discount: 41.00%			
		12.0			Skydio Cloud Storage, X10	12.0		
					One (1) subscription to Skydio Data Storage. Includes 512GB of storage capacity per year (pooled org-wide across all licensed drones). Quantity must equal fleet quantity. Requires purchase of Skydio Data Storage and Fleet Manager.			
4.00	0.00	4.00	YR		SKY SWMSDR4	YR	700.00	2,800.00
					Safeware Catalog Price: 1,186.44		Contract Discount: 41%	
					Your Discount: 41.00%			
		12.0			Skydio Media Sync, X10	12.0		
					One (1) subscription to Skydio Media Sync, which allows the drone to upload flight media to Skydio Fleet Manager for storage. Quantity must equal fleet quantity. Requires purchase of Skydio Data Storage and Fleet Manager.			
1.00	0.00	1.00	YR		SKY 3DSSWDR4	YR	4,200.00	4,200.00
					Safeware Catalog Price: 7,118.64		Contract Discount: 41%	
					Your Discount: 41.00%			
		12.0			Skydio 3D Scan, X10	12.0		
					for X10, digital scan software; Includes: Unlimited 3D capture photos per year, Unlimited 2D capture photos (orthomosaic), Software maintenance & customer support; Subscription Term: 12-60 months, Minimum: 1-Year			
4.00	0.00	4.00	YR		SKY SWCRCDR4	YR	129.00	516.00
					Safeware Catalog Price: 218.64		Contract Discount: 41%	
					Your Discount: 41.00%			
		12.0			Skydio Crosshair Cord, X10	12.0		



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Quote Expires On: 02/21/2025

Contract No: Tennessee SWC #84271

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			

for X10, Crosshair Coordinates enables operators to understand the location of an object they are currently observing with the drone's camera in coordination with pre-loaded DTED maps;
 Subscription Term: 12-60 months, Minimum: 1-Year

*****Ask me about the leasing and financing options that Safeware offers!*****

Sales Representative : mbucher@safewareinc.com

Total Lines: 12

SUB-TOTAL: 112,914.60
TAX: 0.00
AMOUNT DUE: 112,914.60
Actual freight added per freight terms

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Purchase of Turnout Gear

Department: Fire

Presented by: Chief Mark McCluskey

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with NAFECO to purchase turnout gear.

Staff Recommendation

Approve the NAFECO contract for turnout gear.

Background Information

Turnout gear plays a critical role in protecting firefighters when performing their job. The National Fire Protection Association (NFPA) Standard 1851 encourages fire departments to provide a second set of turnout gear to ensure a set is available for use while the primary set is being cleaned. This will guarantee firefighters have a clean, functional set and is considered the best practice for safety and contaminant control.

As Murfreesboro grows and the number of calls continues to rise, the need for a second set has significantly increased. The department requests to purchase 78 sets of turnout gear through the Sourcewell Contract with NAFECO. The department plans to request CIP funding each year until NFPA Standard 1851 is met.

Council Priorities Served

Maintain public safety

Turnout gear provides protection to firefighters, allowing them to perform their job safely and effectively.

Fiscal Impacts

The expenditure, \$299,520, is funded from the General Fund in FY25 CIP.

Attachment

NAFECO Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
NAFECO (North America Fire Equipment Company, Inc.),
FOR PURCHASE OF TURNOUT GEAR**

This Contract is entered into and effective as of _____ (the “Effective Date”) by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (the "City"), and **NAFECO (North America Fire Equipment Company, Inc.)**, a Corporation of the State of Alabama ("Contractor") and authorized dealer of LION First Responder Fire Fighter PPE.

This Agreement consists of the following documents:

- This Contract
- Sourcewell Contract #010424-LIO with Lion First Responder PPE, Incorporated, effective date through March 27, 2028, hereinafter referred to as “Sourcewell Contract”
- North America Fire Equipment, Incorporated (authorized Lion First Responder PPE, Inc. Dealer), Quote #1289926, dated January 14, 2025 (“Contractor’s Proposal”)
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Sourcewell Contract #010424-LIO;
- Lastly, Lion First Responder PPE, Inc.’s authorized dealer, North America Fire Equipment, Inc., Quote #1289926, dated January 14, 2025.

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase the following goods as set forth in the Contractor’s Proposal and as set forth in the Sourcewell Contract #010424-LIO:

- Item Number CVB_1289926 (78 each): Lion V-Force Bi-Swing Coat, Gold Armor AP for \$1,985.00 each.
- Item Number PVF_1289926 (78 each): Lion V-Force Pant Gold Armor AP with Suspenders, with Escape Belt option or Class A Harness Option for \$1,855.00 each.

2. Term. The term of this Agreement shall begin on the Effective Date first listed above for a period of one year. Contractor’s performance may be terminated in whole or in part:

- a. Upon 30 days prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under the Agreement is set forth in the Contractor's Proposal, which reflects a **Total Purchase Price of Two Hundred Ninety-Nine Thousand Five Hundred Twenty Dollars and Zero Cents (\$299,520.00)**, including freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first.
 - b. Deliveries of all items shall be made within sixty days of order to: Murfreesboro Fire Department, Logistics Office-Receiving, 1311 Jones Boulevard, Murfreesboro, TN 37129. Delivery Contact: Brady Lutton (tel: 615-893-1311, email: 0672@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 4. Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer and Sourcwell Contract. The warranty period begins on the date the equipment is delivered and accepted by the City.
- 5. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

- 6. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, that is in Contractor’s possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
- 7. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers’ compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”
- 8. Indemnification.**

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

 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

 1. Procure for the City the right to continue using the products or services.

2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Ronald Woodall, Vice President
North America Fire Equip. Inc., dba
NAFECO
PO Box 2928
Decatur, AL 35602
ronald.woodall@nafeco.com

10. Compliance with Laws. Contractor agrees to comply with any applicable federal, states and local laws and regulations.

11. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

12. Modification. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

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

14. No Waiver of Limitations Periods. The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.

- 15. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 16. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 17. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 18. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
- 19. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 20. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 21. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned

by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 22. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
- 23. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 26. Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 27. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE

NORTH AMERICA FIRE EQUIPMENT, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Ronald Woodall
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Ronald Woodall, Vice President

Approved as to form:

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

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Murfreesboro Medical Clinic Contract Amendment

Department: Fire

Presented by: Chief Mark McCluskey

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract amendment with Murfreesboro Medical Clinic (MMC) to provide physicals and cancer screenings.

Staff Recommendation

Approve the contract amendment with MMC.

Background Information

Since 2020, the City has contracted with MMC to provide physicals and cancer screenings to firefighters on an annual basis to comply with requirements of the Barry Brady Act. The current contract expired June 14, 2024. The department proposes to continue using MMC for these services.

If all certified personnel participates in the testing, the maximum financial impact will be \$113,993. Last year only \$89,714 was spent as some employees choose not to participate or they do the testing at their doctor's office.

Council Priorities Served

Maintain public safety

Approving this contract amendment will assist firefighters in maintaining their health, which allows them to provide the highest level of service to the community.

Fiscal Impact

The total annual cost, estimated as a maximum of \$114,000, will be funded from Fire and Rescue's FY25 Budget.

Attachments

Contract Amendment with Murfreesboro Medical Clinic

**AMENDMENT #1
TO
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MURFREESBORO MEDICAL CLINIC, P.A.
FOR
BARRY BRADY ACT PROGRAM**

The Contract by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Murfreesboro Medical Clinic, P.A., a corporation of the State of Tennessee (“MMC” or “Contractor”) entered into on June 16, 2023, for the provision of annual medical examinations that includes cancer screenings for Non-Hodgkin’s Lymphoma cancer, colon cancer, skin cancer, leukemia, testicular cancer and multiple myeloma cancer for Murfreesboro Fire and Rescue Department employees is hereby amended as follows:

WHEREAS, pursuant to Clause 3 of the Contract, the term of the contract shall be one year, renewable up to a maximum of three years; and

WHEREAS, the parties have mutually agreed to renew the contract for a second year from June 19, 2023, to June 18, 2025, and all other terms of the contract, including unit price, shall remain unchanged;


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

1. The Contract is amended by extending the term of the Contract for an additional year through June 18, 2025.
2. All other terms of the contract, including unit price, shall remain the same.
3. This Amendment is hereby effective on _____.

CITY OF MURFREESBORO


Shane McFarland, Mayor

MURFREESBORO MEDICAL CLINIC, P.A.

Signed by:


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Amber Wolaver, Chief Financial Officer

APPROVED AS TO FORM:

Signed by:


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

COUNCIL COMMUNICATION

Meeting Date: 2/27/2025

Item Title: Physical Therapy and Nutrition Program Contracts

Department: Fire

Presented by: Chief Mark McCluskey

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contracts for physical therapy and nutrition programs associated with AFG Grant.

Staff Recommendation

Approve contracts for physical therapy and nutrition programs.

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. Included in the award was the implementation of a rehab/physical therapy program and a nutrition program.

A Request for Qualifications (RFQ) was issued on January 7th to obtain qualified vendors that will fit the department's needs and the grant requirements for the best value. After a panel review, Volunteer Physical Therapy + Performance and fuelED were chosen.

The department would like to implement the rehab/physical therapy program with Volunteer Physical Therapy + Performance in the amount of \$84,760 and the nutrition program with fuelED in the amount of \$25,000.

Council Priorities Served

Responsible Budgeting

By utilizing an RFQ, programs were determined to best fit the department's needs, in the most cost-effective manner.

Fiscal Impact

The costs of these programs, totaling \$109,760, will be funded using the AFG grant.

Attachments

- Volunteer Physical Therapy + Performance Contract
- fuelED Contract

**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”).

This Agreement consists of the following documents:

- This document
- RFQ-22-2025 – Physical Therapy Services and Educational Mobility Workshops, issued January 7, 2025
- Contractor’s RFQ Response, dated January 27, 2025
- 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 given first priority);
- Second, this Agreement;
- Third, the Request for Qualifications and Requirements
- Lastly, Contractor’s Proposal.

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") to _____. 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-ptp.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.

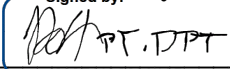
- 28. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** City and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution 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 the “Effective Date” first listed above.

CITY OF MURFREESBORO

Shane McFarland, Mayor

Volunteer Physical Therapy and Performance, LLC


Signed by:


4629F119C33A4CD
Dr. Blake Huddleston, PT, DPT
CEO of Volunteer Physical Therapy and Performance, LLC

DATE: _____

DATE: 2/19/2025

APPROVED AS TO FORM:

Signed by:


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

**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”).

This Agreement consists of the following documents:

- This document
- RFQ-23-2025 – Nutrition and Wellness Services, issued January 7, 2025
- Contractor’s RFQ Response, dated January 26, 2025
- 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 given first priority);
- Second, this Agreement;
- Third, the Request for Qualifications and Requirements
- Lastly, Contractor’s Proposal.

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 RFQ Response attached hereto as “Attachment A” which includes but is 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 Dollars (\$25,000.00). 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.

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

CITY OF MURFREESBORO

Shane McFarland, Mayor

DATE: _____

APPROVED AS TO FORM:

Signed by:
Adam F Tucker

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Adam F. Tucker, City Attorney

fuelED LLC

Signed by:
Alexandra Potter

641E3274FB20483...
Alexandra Potter, Owner & Head Coach

DATE: 2/20/2025

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Sewer Ordinance Amendments – MCC Section 33-2.1.1

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

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

Summary

Consider amendment to the conditions for Water and Sanitary Sewer Services Outside the City Limits.

Staff Recommendation

Approve Ordinance 25-O-07 amending the conditions for water and sanitary sewer outside the City limits on First Reading.

Background Information

Recent changes to State of Tennessee annexation law and the City’s practice and policy to access water and sanitary sewer suggested improvements to the City Ordinance pertaining to outside City water and sanitary sewer process. Additionally, Rutherford County development standards have evolved to be closer to the City’s current development standards.

Additional proposed changes include: 1) requiring potential projects that are closer to the City limits and inside the City’s Service Infill Line to comply with the City’s development standards and 2) requiring projects outside the City’s Service Infill Line, including areas outside the Urban Growth Boundary, to enter into a Development Agreement for a customized approach to addressing areas of interest to the City in the conditions for water and sanitary services to outside the City projects.

Council Priorities Served

Improve economic development

The projects typically considered for outside the City sanitary sewer services are of potential public benefit including economic development.

Fiscal Impact

This amendment does not have a direct fiscal impact.

Attachment

Ordinance 25-O-07 Amending MCC § 33-2.1.1

ORDINANCE 25-O-07 amending the Murfreesboro City Code, Chapter 33. Water Resources, Article I. In General, Section 33-2.1.1, Conditions for water and sanitary sewer service to property outside City limits.

WHEREAS, the State of Tennessee has revised its annexation statute since Section 33-2.1.1 of the City Code was originally adopted; and

WHEREAS, the City's practice and policies regarding development and accessing water and sanitary sewer have likewise evolved overtime and, thus, require reconsideration of the conditions under which the City will provide City water and sanitary sewer service to property outside the City limits; and

WHEREAS, Rutherford County has adopted development standards comparable to current City standards; and

WHEREAS, the City is not likely to annex properties outside the City's existing Infill Service Line or Urban Growth Boundary, requiring compliance with the City's development standards may at times be overly burdensome, inhibit potential growth, and limit opportunities for economic development while providing little or no benefit to the City or the surrounding community; and

WHEREAS, City Council finds that in light of these considerations, the modifications set forth herein are consistent with the best interests of the City and the surrounding community.

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

SECTION 1. Section 33-2.1.1, Conditions for water and sewer service to property outside City limits, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

Section 33-2.1.1 Conditions for water and sanitary sewer service to property outside City limits.

(A) Definitions.

- (1) *Infill Service Line* is a line established in the City's Comprehensive Plan and Future Land Use Map, as may be adopted and amended from time to time, and intended to help facilitate growth and development in an orderly, planned, and sustainable manner.
- (2) *Land-Use, Development, and Construction Regulations* means all codes, regulations, standards, specifications, policies, and guidelines adopted by City Council, Planning Commission, and/or Water Resources Board relating to land use and development; building design, construction, and safety; and water, sanitary sewer, and stormwater facilities and services. Such regulations include, without limitation: (a) residential, building, electrical, plumbing, mechanical, fuel gas, property maintenance, fire, energy conservation, swimming pool and spa, and accessible usable buildings and facilities codes; (b) City of Murfreesboro Zoning Ordinance; (c) Subdivision Regulations; (d) Street Design Specifications; (e) City Code provisions relating to the provision of water or sanitary sewer service; (f) Murfreesboro Water Resources

Department Policies, Procedures & General Design Requirements; (g) stormwater management requirements; and (h) Sign Ordinance.

(B) *Service to property outside the City limits but within the City's then existing Infill Service Line.*

(1) No water or sanitary sewer service of the City may be connected to or serve property outside the City limits of the City but within the City's then existing Infill Service Line until the following conditions are met:

(a) All persons owning an interest in the property must petition the City for annexation; and

(b) If buildings are to be constructed on the property, the construction must comply with all applicable Land-Use, Development, and Construction Regulations then in effect. The owners must purchase building permits from the City as if located within the City limits, unless the City Council has voted against annexation of the property. All persons owning a legal interest in the property must sign a written agreement to the foregoing and file same with the Water Resources Department and the Planning Department of the City. A commitment for water and sanitary sewer service may not be made until the agreement of owners is accepted by the City Council. In addition to the foregoing, the Water Resources Department shall receive appropriate agreements, bonds, and other assurances customarily required for similar construction within the City.

Notwithstanding the foregoing, where City water and/or sanitary sewer lines exist adjacent to property containing a commercial, single-family residential, or institutional structure, the Water Resources Board shall have the authority to contract with the property owner for service without annexation, provided: the property is served by one tap; no new structures will be connected to City water and/or sanitary sewer service other in compliance with subsections (a) and (b) above; and the property owner agrees in writing to annexation at a later date upon the initiative of the City or others.

(2) The City Planning Commission and City Council will make a determination as to annexation in the ordinary course of business and in compliance with the laws of the City and State of Tennessee applicable thereto. Should the City elect not to annex the property, the agreements of the owners will remain binding with regard to development in accordance with the agreement.

(3) Once all required agreements have been filed and accepted by the Planning Commission and City Council, construction may proceed even if, as of the date of the City Council's acceptance of the agreements, the City Council has elected not to annex the property.

(C) *Service to property outside the City's then existing Infill Service Line.* No water or sanitary sewer service of the City may be connected to or serve property outside the City's then existing Infill Service Line, unless:

(1) The City Council, acting in its sole discretion, determines that extending sewer service to the property is likely to produce an economic benefit for or otherwise promote the general welfare of the City and its residents; and

(2) All persons owning a legal interest in the property, along with all persons having a contractually secured interest in developing the property, enter into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council. In addition, the City Council may condition the provision of water or sanitary sewer service to the property on the property owner(s)' or developer(s)' constructing certain public infrastructure improvements on or in the vicinity of the property.

Notwithstanding the foregoing, where City water and/or sanitary sewer lines exist adjacent to property containing a commercial, single-family residential, or

institutional structure, the Water Resources Board shall have the authority to contract with the property owner for service without annexation, provided: there is no working septic system serving the property; the property is served by one tap; no new structures will be connected to City water and/or sanitary sewer service other in compliance with subsections (a) and (b) above; and the property owner agrees in writing to annexation at a later date upon the initiative of the City or others.

(D) *Service to Rutherford County Schools' school campuses located outside the City limits.* Notwithstanding anything in this chapter to the contrary, the City Council, acting in its sole discretion, may authorize sanitary sewer service by the City to a property located outside the city limits of the City, provided:

- (1) The property is owned by either Rutherford County or the Rutherford County Board of Education;
- (2) A public elementary school and/or secondary school is located on or is intended to be constructed on the property; and
- (3) Rutherford County and the Rutherford County Board of Education enter into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council.

In addition, and in its sole discretion, City Council may waive any application, permit, inspection, or other fees assessed by the City in connection with constructing a new school or expanding or renovating an existing school. In the alternative, the City Council may agree to rebate to the Rutherford County Board of Education any such fees paid to the City by the Rutherford County Board of Education's contractor. The foregoing authority to waive or rebate certain fees, however, shall not extend to: (i) fees and charges authorized by the City Code and assessed by the Murfreesboro Water Resources Department; or (ii) fees assessed in connection with the construction, expansion, or renovation of nonacademic buildings and facilities that will be connected to and served by the City's sanitary sewer system.

(E) *Service to other Rutherford County government facilities located outside the City limits.* Notwithstanding anything in this chapter to the contrary, the City Council, acting in its sole discretion, may authorize sanitary sewer service by the City to a property located outside the City limits of the City, provided:

- (1) The property is owned by Rutherford County;
- (2) A facility serving a government or other public purpose owned and operated by Rutherford County is located or is intended to be constructed on the property; and
- (3) Rutherford County enters into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

SEAL

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: MTSU Service Fee Agreement for Residential Properties

Department: Administration

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider a service fee agreement with MTSU for residential properties.

Staff Recommendation

Approve the service fee agreement with MTSU.

Background Information

The University is leasing certain properties as identified in the draft agreement as listed in Exhibit A for the purpose of providing residential housing. The City provides a variety of public services to these properties and their residents, including police and fire protective services, access to recreational facilities and programs, solid waste collection, and educational services available through the Murfreesboro City Schools. The residents of these properties utilize streets and other elements of public infrastructure built and maintained by the City.

The agreement is an acknowledgement by both parties that each property listed in Exhibit A is exempt from property taxes pursuant to Tenn. Code Ann. § 67-5-203. The University has agreed to pay the City a service fee to offset the cost to the City of providing services and infrastructure to these properties and the associated residents.

Council Priorities Served

Responsible budgeting

Receiving fees for service allows the City to maintain adequate levels of service in the areas of public safety, public works, recreation and education.

Fiscal Impact

The service fee agreement, involving the 48 properties listed in Exhibit A, would generate \$40,704 in service fees annually.

Attachment

Attachment A – Draft MTSU Service Fee Agreement for Residential Properties

AGREEMENT FOR MUNICIPAL SERVICES

This Agreement ("Agreement") is made and entered into as of [Date] ("Effective Date"), by and between Middle Tennessee State University, a Tennessee educational institution ("University"), and the City of Murfreesboro, Tennessee ("City").

RECITALS

WHEREAS, the University is leasing certain properties as identified in Exhibit A for the purpose of providing residential housing; and

WHEREAS, City provides a variety public services to these properties and their residents, including police and fire protective services, access to recreational facilities and programs, solid waste collection, and educational services available through the Murfreesboro City Schools; and

WHEREAS, the residents utilize streets and other elements of public infrastructure built and maintained by the City; and

WHEREAS, the parties acknowledge that each property listed in Exhibit A is exempt from property taxes pursuant to Tenn. Code Ann. § 67-5-203; and

WHEREAS, the University has agreed to pay the City a service fee to offset the cost to the City of providing services and infrastructure to these properties and the associated residents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Term

This Agreement shall commence on [Start Date]. The Agreement shall have a term of five (5) years ("Term") and may be renewed upon the mutual agreement of the parties.

2. Service Fee Payment

- a. During the Term, the University agrees to pay the City an annual service fee ("Service Fee") for each of the properties listed in Exhibit A. During the Term, the Service Fee for is \$848 per property per year, the components of which are itemized by service area in Exhibit B.
- b. No later than 180 days before the end of the Term, the City shall recalculate the Service Fee applying then-current data to the formula set forth in Exhibit B and provide such calculations to the University in writing. If the parties mutually agree in writing to a new Term, the new Service Fee shall apply to and throughout the new Term, and the University agrees to pay the City the new Service Fees as provided herein.
- c. The Service Fees for the properties shall be due and payable on or before December 31st of each year during the term of this Agreement. The Payment shall be made to the City at the following address: 111 West Vine Street, Murfreesboro, TN 37130.
- d. Notwithstanding Subsection 2.a, the University shall not be required to pay a Service Fee for any property that as of December 1st of each year during the term of this Agreement if the property has no structure located on it or if the University is using the property and associated structure for administrative offices, classrooms, or other educational purposes.

3. Use of Payment

The City agrees to use the Service Fee for the purpose of funding public services and infrastructure that benefit the residents of the City, including, but not limited, to public safety, parks and recreation, streets, and solid waste.

4. Termination

- a. Either party may terminate this Agreement by providing ninety (90) days prior written notice to the other party. The Agreement may also be terminated by mutual agreement of the parties.
- b. Upon termination of this Agreement, the University shall have no further obligation to make Payments to the City, except for any payments that have accrued but remain unpaid as of the termination date.

5. Miscellaneous

- a. Remedies.
 - i. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. It is understood that by execution of this Agreement, the parties do not waive or surrender any of their respective sovereign, governmental, or municipal powers or immunities.
 - ii. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
 - iii. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- b. Should any provision of this Agreement be rendered invalid by reason of any existing or subsequent legislation or other action of law, such invalidated provision shall not invalidate the remaining provisions of this Agreement, and the remaining provisions, duties, and performance permitted or required under this Agreement shall remain in full force and effect.
- c. The parties to this Agreement do not intend for any third-party to obtain a right by virtue of this Agreement.
- d. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.
- e. This Agreement may be amended only by a written instrument executed by both parties.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- g. The captions of the paragraphs are set forth only for the convenience and preference of the parties and are not intended in any way to define, limit, or describe the scope of this Agreement.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- i. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight courier service to the addresses set forth below or to such other addresses as may be specified by a party in writing:

For the University:

MTSU VP for Business & Finance
Cope 211
1301 East Main Street
Murfreesboro, TN 37132

For the City:

City of Murfreesboro
City Recorder
111 West Vine Street
Murfreesboro, TN 37130


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MIDDLE TENNESSEE STATE UNIVERSITY CITY OF MURFREESBORO, TENNESSEE

By: _____
Name: Dr. Sidney A. McPhee
Title: President

By: _____
Name: Shane McFarland
Title: Mayor

Approved as to form:

Signed by:


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

Exhibit A – University Properties List for Residential Purpose

Location	Year	Finished	Building Type	Sale Date	Sale Price	Total Value
	Built	Area				
106-108 CITY VIEW DR	1956	1,246	Duplex	7/19/00	77,000	122,000
110 CITY VIEW DR, A & B	1954	1,450	Duplex	12/21/99	102,000	134,200
1102 EWING BLVD	1948	1,804	Single Family	12/29/14	145,000	265,600
1105 EWING BLVD	1948	1,303	Single Family	6/9/14	91,000	247,800
1109 EWING BLVD	1948	2,281	Single Family	6/9/14	210,000	357,800
123 CITY VIEW DR	1952	882	Single Family	8/30/07	80,000	179,900
125 CITY VIEW DR	1947	1,275	Single Family	3/11/03	80,000	207,700
129 CITY VIEW DR	1949	1,442	Single Family	2/27/03	91,000	233,800
1511 ELROD ST	1949	2,300	Single Family	4/11/05	-	328,280
1610 ELROD ST	1952	1,081	Single Family	3/16/23	142,000	184,700
1611 ELROD ST	1941	1,080	Single Family	7/23/08	-	175,000
1614 ELROD ST, A-C	1952	2,656	Triplex	3/16/23	283,000	306,000
1707 E MAIN ST	1956	2,201	Single Family	2/8/09	205,000	354,900
1710 ELROD ST	1960	1,655	Single Family	6/29/11	147,000	270,200
1803 E MAIN ST	1931	1,699	Single Family	6/12/08	167,000	274,800
1803 JORDAN AVE	1932	1,740	Single Family	11/27/08	140,000	267,400
1804 JORDAN AVE	1973	1,596	Single Family	10/11/00	87,000	244,400
1805 RAGLAND AVE	1950	1,212	Single Family	12/27/08	103,559	206,100
1807 JORDAN AVE	1945	1,538	Single Family	4/10/07	140,000	243,300
1809-1811 RAGLAND AVE	1957	2,408	Duplex	9/30/01	133,000	242,200
1810 JORDAN AVE	1952	1,960	Single Family	8/14/03	125,000	286,000
1815 JORDAN AVE	1932	2,436	Single Family	12/29/08	210,000	328,900
1819 JORDAN AVE	1946	1,723	Single Family	4/18/07	166,900	266,500
1910 RAGLAND AVE	1994	2,204	Single Family	9/29/22	410,000	393,400
1914 RAGLAND AVE	1962	1,304	Single Family	9/8/03	90,000	226,000
1918 RAGLAND AVE	1964	1,276	Single Family	4/23/08	109,700	224,600
2006 RAGLAND AVE	1964	1,554	Single Family	5/14/04	-	242,900
2007 RAGLAND AVE	1947	1,464	Single Family	8/10/00	85,000	246,300
203 WOMACK LN	1962	3,567	Single Family	4/23/07	235,000	445,600
213 WILSON AVE	1987	1,632	Single Family	5/20/09	123,900	259,700
216 WILSON AVE	1962	1,056	Single Family	6/29/09	102,000	212,400
217 WILSON AVE	1950	2,304	Single Family	4/2/00	142,000	322,200
219 EASTLAND AVE	1947	1,620	Single Family	7/9/00	88,000	221,200
220 EASTLAND AVE	1958	1,102	Single Family	6/28/09	110,500	228,400
220 WILSON AVE	1956	2,931	Single Family	10/23/08	200,000	370,400
2201 E MAIN ST	1948	1,775	Triplex	1/14/21	-	268,100
2302 LOUISE ST	1967	1,336	Single Family	1/23/14	-	204,800
2306 LOUISE ST	1996	1,062	Single Family	12/1/10	102,000	208,100
2311 E MAIN ST	1950	1,408	Single Family	7/23/08	-	241,300
2411-2417 MIDDLE TENNESSEE BLVD	1939	3,524	Apartment w/	10/23/08	-	188,150
2431-37 MIDDLE TENNESSEE BLVD	1949	4,808	Apartment w/	10/23/08	-	235,800
2505 MIDDLE TENNESSEE BLVD	1949	4,348	Apartment w/	10/27/14	230,000	438,300
2511 MIDDLE TENNESSEE BLVD	1955	1,807	Single Family	1/6/09	-	261,300
2541-47 MIDDLE TENNESSEE BLVD	1934	4,290	Apartment w/	8/6/17	410,000	452,400
2645-2649 MIDDLE TENNESSEE BLVD	1943	2,522	Single Family	7/27/00	155,000	340,000
2739 MIDDLE TENNESSEE BLVD	1964	2,287	Single Family	9/15/11	265,000	429,600
630 CRESTLAND AVE	1952	1,040	Single Family	8/6/17	415,000	182,100
915 E BELL ST	1954	1,206	Single Family	4/7/99	82,000	199,950

Exhibit B – Service Fee Calculation for Single Family Residential Properties

# of persons per Single Family Residential			2.69
2021 Population			148,909
2024 Population			162,693
2017 Single Family Residential Housing %			65%
2021 Single Family Residential Properties			35,982
2024 Single Family Residential Properties			39,312
2021/2024 Avg. VMT per Single Family Res Pop			4.8
2021/2024 Police Res Pop % Police Calls			45%
2021/2024 Fire/Rescue Functional Res Pop %			71%
Service Area	FY22 Actual	FY25 Budget	Potential FY25 Savings
			15%
Streets (Revenue)	\$1,413,012	\$1,319,986	
Streets (OpEx)	-\$3,372,757	-\$4,341,482	
Streets (Personnel)	-\$3,494,366	-\$4,530,388	
Net	-\$5,454,111	-\$7,551,884	
Vehicle Miles of Travel	2,665,505	2,920,600	
Single Family Res Triips	228,826	253,224	
Single Family Res Miles	1,098,365	1,215,475	
Single Family % Share	41%	42%	
\$ per Single Family Prop	\$62	\$80	\$68
Parks & Rec (Rev)	\$3,887,502	\$3,638,200	
Parks & Rec (OpEx)	-\$3,618,007	-\$4,384,301	
Parks & Rec (Personnel)	-\$8,751,980	-\$11,402,479	
Net	-\$8,482,485	-\$12,148,580	
Cost per Single Res Prop	\$100	\$131	\$111
Police (Rev)	\$1,028,575	\$2,464,048	
Police (OpEx)	-\$5,293,987	-\$10,433,456	
Police (Personnel)	-\$30,777,521	-\$44,991,156	
Net	-\$35,042,933	-\$52,960,564	
Cost per Single Res Prop	\$285	\$394	\$335
Fire Rescue (Rev)	\$2,001,252	\$400,450	
Fire Rescue (OpEx)	-\$2,279,561	-\$4,124,532	
Fire Rescue (Personnel)	-\$21,191,364	-\$26,982,605	
Net	-\$21,469,673	-\$30,706,687	
Cost per Single Res Prop	\$252	\$330	\$281
Solid Waste (Rev)	\$5,199,245	\$8,332,755	
Solid Waste (OpEx)	-\$4,453,889	-\$7,901,883	
Solid Waste (Personnel)	-\$3,104,518	-\$4,239,562	
Net	-\$2,359,162	-\$3,808,690	
Cost per Single Res Prop	\$43	\$63	\$54
Total Fee for Service for Single Family Property	\$742	\$998	\$848

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Reappointment to the Airport Commission

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment of eligible individuals to serve on the Golf Commission.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Member	Expiration
Cannon Loughry III	02/28/2028
Shelby Hunton	02/28/2028

Background Information

The Airport Commission oversees the operations, maintenance, and leasing arrangements of the Murfreesboro Municipal Airport located at 1930 Memorial Boulevard. The Commission consists of seven members and two ex-officio members appointed by the Mayor and approved by the City Council for three-year terms. Meetings (M.C.C.§3-51)

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Reappointment to the Golf Commission

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment of eligible individuals to serve on the Golf Commission.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Member	Expiration
Robert Sain	01/31/2028
Whit Turnbow	01/31/2028
Larry Wilkerson	01/31/2028

Background Information

The Golf Commission supervises the operation of the Old Fort Golf Course and any other golfing facility operated by the City. It consists of seven members, one of whom is a Council Member, appointed for 3-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Appointment of the Committee on Contributions for the Board of Trustees of the Community Investment Trust

Department: Mayor's Office

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment of the Committee on Contributions.

Background Information

The Committee recommends to the Board of Trustees contributions to be made to charitable organizations that benefit the community. The Board will forward its decision to Council who retains veto authority on the final distribution.

At the 12/1/22, Council limited the initial appoint of Committee member to seven members. Council considered applications submitted for the Committee and selected the following:

Member	Term
John A Hinkle, Jr.	4 years
Lynn Lien	3 years
Lyle Lynch	3 years
Wade Hays	2 years
Ronnie Martin	2 years
Collier Andress Smith	1 year
Carl D. Montgomery	1 year

Note: Initial terms were randomly assigned. To assure continuity of the Committee, the draft Trustee Agreement set a goal of less than $\frac{1}{3}$ of the members' terms expiring in the same year. The Agreement provides one, two, and three-year initial terms (after the initial term, members serve for three years). With seven members, the suggested initial terms are insufficient to achieve the turnover goal. Therefore, a four-year initial term is added.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Appointments to the Board of Trustees and Committee on Contributions of the Murfreesboro Community Investment Trust

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment of qualified individuals to serve on the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Trustee	Term Expiration
Shawn Applegate	11/17/2029
Kevin Gentry	11/17/2029
Lee Moss	11/17/2029
Committee Member	
Carl Montgomery	12/8/2026
Collier Address Smith	12/8/2026
Wade Hays	12/8/2027
Ronnie Martin	12/8/2027

Background Information

The MCIT Trust Agreement provides that Board of Trustee members will serve, after their initial appointment, five-year terms. Board members are limited to two consecutive five-year terms and serve until their replacements are seated. The recommended reappointments to the Board of Trustees are for the first five-year term of each individual recommended.

The Trust Agreement also provides that members of the Trust's Committee on Contributions will serve three-year terms after initial appointment. There is no limitation on Committee members' reappointment and Committee members also serve until their replacements are seated.

Council previously reappointed Mr. Montgomery and Smith, however, the terms that were recommended by staff for these reappointments do not aligned with the Trust's provisions. The requested action by Council will correct those dates.

Council Priorities Served*Responsible budgeting*

MCIT funds supplement the City's budget and provide funding for charitable organizations that provide beneficial services within the Murfreesboro community.

Fiscal Impact

None, appointments and reappointments have no fiscal impact.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

Item Title: Appointment to the Rutherford County Library Board of Directors

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Rutherford County Library Board of Directors

Recommendation

Assistant City Manager Sam Huddleston will represent the City in place of Council.

Background Information

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 02/27/2025

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
First Watch Restaurants	First Watch #1069	2977 S Church St	On-Premises	Restaurant	New Location
Taste if India	Taste of India	120 Eleanor Way Ste A	On-Premises	Restaurant	New Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	First Watch Restaurants
Name of Business	First Watch #1069
Business Location	2977 S Church St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> X </u>
Partnership	<u> </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

Manager

Name	Robert Anthony MestyaneK
Age	62
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Taste of India
Name of Business	Taste of India
Business Location	120 Eleanor Way Ste A
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Guriqbal Singh
Age	43
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Gurwinder Jandor
Age	44
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.

