

MURFREESBORO CITY COUNCIL

Regular Meeting Agenda

August 16, 2018

7:00 p.m.

Council Chambers

PRAYER

MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

***STARS AWARD: FIRE DEPARTMENT**

Consent Agenda

1. Precast Manhole Structures Bid (Water Resources).
2. Restructure Social Services Department (St. Clair Street Senior Center).
3. Housing Rehabilitation: 163 Lansdan Drive (Community Development).
4. The Journey Home Acquisition of Rental Property (Community Development).
5. Contract Addendum for Redesign of Parks Maintenance Facilities (Parks & Recreation).
6. Annual Tennessee Airport Maintenance Grant (Airport).
7. CIP Funds Transfer – Kingdom Drive Bridge (Engineering).
8. Retail Liquor Certificate of Compliance Renewal: Longhorn Liquor at 223 NW Broad Street.
9. 2018 Justice Assistance Grant Application & MOU with Rutherford County Sheriff's Office (Police).
10. Purchase Server Equipment for Police & Fire Rescue Operations (Police).
11. Contract with Forensic Technology for Purchase of Forensic Equipment (Police).
12. FY 2019 City Manager Approved Budget Amendments (Finance).

Minutes

13. July 19, 2018 - Special Meeting.

Old Business

14. ORDINANCE 18-OZ-26 (2nd and final reading): Zone approximately 18.29 acres simultaneous with annexation and rezoning approximately 44.5 acres along Armstrong Valley Road [2018-409].
15. ORDINANCE 18-O-43 (2nd and final reading): Amend Chapter 33-Water & Sewers, Section 33-200, Retirement of Compton Road Sanitary Sewer Special Assessment District.
16. ORDINANCE 18-O-47 (2nd and final reading): Amend Chapter 2-Administration, Chapter 11-Electricity, and Chapter 33-Water & Sewers, to implement organizational restructuring of City departments.

New Business

Ordinances

17. ORDINANCE 18-O-48 (1st reading): Setback Requirements for Residential HVAC Units (Building & Codes).

Resolutions

18. RESOLUTION 18-R-24: Adopt a Schedule of Fees for Permits issued by the City of Murfreesboro Building and Codes Department.
19. RESOLUTION 18-R-25: Adopt a City of Murfreesboro Building and Codes Department Permit Refund Policy.

MURFREESBORO CITY COUNCIL

A G E N D A

August 16, 2018

Resolutions (Continued)

20. RESOLUTION 18-R-26: Establish fees for issuance of sign permits pursuant to Chapter 25.2, the Sign Ordinance.
21. RESOLUTION 18-R-27: Release of Surplus Property (Airport).

On Motion

22. Schedule Public Hearings (Planning Commission):
 - A. Zoning along Old Lascassas Road and Greenland Drive (College Pointe Center PUD).
 - B. Annexation Plan of Services & Annexation Petition along Spring Cove Drive & Tombee Court.
 - C. Zoning along New Salem Highway & Warrior Drive.
 - D. Zoning Ordinance Amendments: Sections 7, 9, 24, 26, 27 & 31 and Chart 1 Endnotes pertaining to updating various references in Zoning Ordinance to Murfreesboro Water Resources Board, Development Services Division/Director and Public Works Division.
23. Access Easement for TDK Hangar (Airport).
24. Supplemental Land Lease Agreement with TDK Hangar (Airport)
25. Certificate of Compliance (New) for Wine in Retail Food Stores: Roxanne M. Blacksher, Aldi Inc. at 3267 Memorial Boulevard.
26. Certificate of Good Moral Character (New) - Liquor by the Drink: Patrick Walker, Murfreesboro Moose Lodge 645 at 440 Rice Street.

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Precast Manhole Structures Bid

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Our current contract with Forterra Concrete to provide precast manhole structures to Murfreesboro Water Resources Department expires August 29, 2018. We issued an invitation to bid on June 21, 2018. The bid opening was held at Operations and Maintenance on July 12, 2018. Two (2) vendors submitted bids.

Staff Recommendation

Staff recommends awarding the contract to provide precast manhole structures to Foley Products, based on the calculations of a 4' diameter manhole 10' tall with one 8" connection and one 6" connection. Foley Products was the low bidder.

Background Information

Over the past two years the department purchased a total of twenty (20) manholes with a total cost of \$15,601.90. The average depths of the manholes were 7.06 V.F. each with an average cost of \$780.10.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

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

Fiscal Impacts

The Operations and Maintenance division uses an estimated 10 precast manhole structures on sewer projects each year. Using the average manhole depth of 8-foot with two (2) 8-inch pipe connections, each manhole is estimated to cost \$1,284 per structure, with a yearly estimated cost of around \$12,840. The other vendor's bid showed the estimated cost per manhole structure at \$2,172.54.

The contract will be valid for one (1) year and is renewable for two (2) additional two-year periods (for a maximum of 5 years) at the option of the City.

Attachments:

1. **Foley Products - Bid Form**

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: State Chemical – Sole Source Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Water Resources requests to make a sole source purchase of Pit Raider and Nutri Pro from State Industrial Products. These products have been utilized since 2013 to effectively diminish odors and reducing corrosive effects to manholes located in the Saratoga Drive and Kensington Drive areas.

Staff Recommendation

Staff recommends the Water and Sewer Board recommend to City Council to approve the sole source purchase of Pit Raider and Nutri Pro odor control from State Industrial Products.

Background Information

In 2013, Operations and Maintenance noticed an increase in the number of odor complaints from the Saratoga Drive area. After investigating the matter, it was found the odor was coming from the Kensington Drive Pump Station which is fed by Tortuga Court Pump Station. The force main between these two pump stations is long and often experiences low velocity. These factors create an odorous and corrosive conditions.

Council Priorities Served

Safe and Livable Neighborhoods

The use of these odor control chemicals has virtually eliminated the odor and greatly reduced the corrosive effects of hydrogen sulfide to the subdivision.

Strong and Sustainable Financial and Economic Health

The continuous use of these products over the past three years has allowed the department to lower the feed ratio into the system which is lowering the annual costs of the chemicals.

Excellent Services with a Focus on Customer Service

The department partners with a State Chemical representative who performs weekly visits into the subdivision to help maintain optimal feed rates during summer dry and wet winter months.

Fiscal Impacts

State Chemical pricing for the Pit Raider and Nutri Pro will remain the same through the FY 2018/2019. The total annual expense incurred last year was \$32,848.20. The department has budgeted \$60,000 in the operating account *Sewer Pump Station Operations -Odor Control.*

Attachments:

1. **State Chemical Products – Pricing Letter**

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Corrosion Transmitters

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Staff has budgeted in the 2018/2019 capital budget to purchase one (1) corrosion transmitter for the Stones River Water Treatment Plant, and one (1) transmitter for each of the five (5) water storage tanks.

Staff Recommendation

The Water Resources Board recommends that the City Council approve the purchase of the six (6) InstantMPY Corrosion Transmitters in accordance with the quote provided by American Development Corporation.

Background Information

Corrosion control is always a complex issue regarding drinking water treatment. A major corrosion problem that is familiar with most everyone in drinking water is Flint, Michigan. The Flint water crisis first started in 2014 when the drinking water source for the city of Flint, Michigan was changed from Lake Huron and the Detroit River to the cheaper Flint River. Due to insufficient water treatment, that included improper corrosion control and monitoring, lead leached from the lead water pipes into the drinking water thereby exposing over 100,000 residents. Other issues that are of concern is preventing scale forming inside of pipelines and water heaters.

Council Priorities Served

Safe and Livable Neighborhoods

Provides safe and clean drinking water properly flowing to each customer.

Excellent Services with a Focus on Customer Service

Provides proper equipment for personnel to perform their duties and maintain safe and clean drinking water properly flowing to each customer.

Fiscal Impacts

The total amount budgeted for the InstantMPY corrosion transmitters in the rate funded capital equipment for FY 2018-2019 is \$35,000.00. The total cost for

purchasing all six (6) InstantMPY corrosion transmitters is \$32,220.00. This is \$2,780.00 under budget.

Attachments:

1. American Development Quote
2. InstantMPY Proposal
3. Sole Source Letter

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Vehicle Purchase for the Stones River Water Treatment Plant

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

There are three (3) vehicles approved in the MWRD's FY 2018-2019 capital budget under Account 370 – New Equipment - Vehicles for the Stones River Water Treatment Plant.

Staff Recommendation

The Water Resources Board recommends that the City Council approve the purchase of the three (3) vehicles in accordance with the existing statewide contract as identified with funding coming from the FY 2018-2019 budgeted capital account.

Background Information

There are three (3) vehicles approved in the MWRD's FY 2018-2019 capital budget under Account 370 – New Equipment - Vehicles for the Stones River Water Treatment Plant. One (1) is for the new Cross-Connection Control Technician, one (1) vehicle is to replace Unit 88 and one (1) new vehicle for maintenance.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Provides proper equipment for personnel to perform their duties and maintain safe and clean drinking water properly flowing to each customer.

Fiscal Impacts

The cost for the referenced vehicles on the State of Tennessee Statewide Contract is in the amount of \$140,609.00. In addition, the vehicles will have specific equipment installed for its intended use. The additional equipment for the cross-connection control vehicle is estimated at \$1,100, the maintenance vehicle with crane is estimated at \$8,200.00 and the maintenance vehicle without crane but with air compressor is estimated at \$11,750.00. Therefore; the total amount estimated for the three (3) vehicles are \$161,659.00. The total amount budgeted for these three (3) vehicles in the rate funded capital equipment for FY 2018-2019 is \$169,000.00.

The total of the three (3) vehicles together are \$7,341.00 under budget.

Attachments:

1. Ford of Murfreesboro Quote – Statewide Contract

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Water/Wastewater Mechanical/Electrical Services Contract Change Order No. 1

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Staff submits Change Item No. 1 for proposed changes to the Water/Wastewater Mechanical/Electrical Services Contract.

Staff Recommendation

The Water Resources Board recommends that the City Council approve the proposed change order that includes work identified and 10 additional days added to contract along with adjusting the contingency allowance.

Background Information

Change Item No. 1 was requested by Staff to realign the existing foundations for Raw Water Pump No. 1 – No. 3 and center them in the existing sump (trench) and to provide each new pump with a vortex suppressor in lieu of a strainer. During the Contractor's inspection of the existing Raw Water Intake sump, it was determined none of the existing three pumps are centered in the sump and are misaligned from 2" to 5". This will minimize cavitation and promote flow that is uniform, steady, and free from swirl and entrained air. The Hydraulic Institute and pump manufacturer both recommend pumps in a trench-type wet well like the one at the Stones River Water Treatment Plant be centered in the sump (trench). Examples of the negative impacts of the misaligned pumps was evident in the excessive vibrations experienced by Pump No. 1. The addition of the vortex suppressors to each pump is an additional measure recommended by the manufacturer to be done when retrofitting pumps into existing wet well. The vortex suppressors will minimize the potential for vortexes at the suction bell of the pump and assist in preventing cavitation and damage to the pumps. There will be an increase of ten (10) days in the contract time because of this change item.

Council Priorities Served

Safe and Livable Neighborhoods

Provides adequate water supply and maintains safe and clean drinking water flowing to each customer.

Excellent Services with a Focus on Customer Service

Provides reliable equipment and safe and clean drinking water flowing to each customer.

Fiscal Impacts

The original contract amount is \$576,800.00 with a contingency allowance of \$38,000.00. Performance of Change Order No. 1 is in the amount of \$16,911.50 will adjust the contingency to \$21,088.50. There is no change to the total contract amount.

Attachments:

1. SSR CCF_1_MechElecServices_forapproval

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Stones River Water Treatment Plant Emergency Lagoon Repairs

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Staff noticed two sinkholes in Lagoon No. 1 on July 17, 2018 and two additional sinkholes on July 23, 2018, at the Stones River Water Treatment Plant. Lagoon No. 1 is currently being cleaned by Slurry Systems Company, Inc.

Staff Recommendation

Due to the emergency nature of this repair, the City Manager has approved the initial cost associated with this work; however, staff would request Council to approve the work to be performed under Rollins Excavating's existing Concrete and Storm Draining contract with the City.

Background Information

Due to the karst topography of Tennessee, the two lagoons at the water treatment plant occasionally experience sinkholes. Lagoon No. 2 has experienced sinkholes twice in the last ten years prior to the four existing sinkholes. Once a sinkhole is discovered it requires immediate attention to prevent water from passing to receiving streams or to prevent the holes from getting larger.

Staff contacted Rollins Excavating to provide an estimate for repairs. Rollins has performed repairs to sinkholes in the water treatment plant lagoons in the past and is familiar with the geotechnical engineer repair requirements and they currently have a contract with the City. Rollins has estimated the large sinkhole not to exceed \$52,500.00 and the smaller sinkhole not to exceed \$43,200.00 for a total not to exceed price of \$95,700.00. Rollins does not have enough information to provide specifics on the size of the sinkhole, requirements for repair or even a solid cost estimate. This repair is an emergency repair due to not being able to leave the lagoon out of service for an extended period due to the cleaning of Lagoon No. 1 by Slurry Systems Company, Inc. **Since Rollins has provided their initial quote, the sinkholes have expanded in size and staff expects to incur additional expense over the original quote associated with the work.**

Council Priorities Served

Safe and Livable Neighborhoods

Ensuring proper environmental compliance and responsibility.

Fiscal Impacts

The estimate for repair is unknown; however, Rollins Excavating is utilizing existing unit pricing within their current Concrete and Storm Draining Contract with the City. Funding has been approved by the Water Resources Board. Funding will come from the Water Resources Department working capital reserves.

Attachments:

1. Rollins Excavating Co., LLC Proposal

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Walter Hill Dam Rehabilitation

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Staff submits the bid results for the Walter Hill Dam Rehabilitation project that opened on July 16, 2018, at 1:00 p.m. at the Water Resources Department Administration Building.

Staff Recommendation

The Water Resources Board recommends that the City Council award the contract to Haren Construction Company, Inc. in accordance with their bid.

Background Information

The Engineer's estimate for the project was \$400,000.00. Haren Construction Company's bid is \$92,000.00 above the estimate, however, SSR and Staff agree that the lack of Contractor's in the area with the necessary experience and specialty to be able to successfully complete this project was one of the reasons for the limited number of bids and the high bid price. The current robust construction industry across the region was also reason for the higher than expected bid price.

This is a critical project due to mandatory repairs by TDEC and that the Walter Hill dam backs up the MWRD's source water supply for the intakes located at the Stones River Water Treatment Plant.

SSR or MWRD have not worked with Haren Construction Company, Inc. before; however, SSR finds them to be a reputable Contractor based upon a Dun and Bradstreet Business Information Report for Haren Construction Company, Inc.

Council Priorities Served

Safe and Livable Neighborhoods

Ensuring adequate source water for treatment to provide safe and clean drinking water flowing to each customer. Ensures safety of community by ensuring a structurally sound dam.

Excellent Services with a Focus on Customer Service

Ensuring adequate source water for treatment to provide safe and clean drinking water flowing to each customer.

Fiscal Impacts

Funding in the amount of \$492,000.00 will come from rate funded capital reserves.

Attachments:

1. SSR Recommendation of Award Letter for Walter Hill Dam Maintenance

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Pursuant to the Murfreesboro City Code Section 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Staff Recommendation

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

Background Information

City Code section 2-10 (E)(7) says "report" not "approval". Thus, the attached report is in compliance with this reporting requirement. Purchases of asphalt are made throughout the month prior to the report on an "as needed" basis in conjunction with O&M's construction projects.

The last sentence of 2-10(E) (7) states that if this method is used for fuel & fuel products (e.g., asphalt), the purchases should be based on 3 competitive prices whenever possible. Staff will seek three (3) competitive quotes; however, in most instances, the asphalt manufacturers are manufacturing different asphalt mixes and as such O&M's purchase is a sole source. This will all be documented per the attached report.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

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

Excellent Services with a Focus on Customer Service

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year.

Attachments:

- 1. Asphalt Purchases Report**

3. BID FORM

Bid Name: PRECAST MANHOLE STRUCTURES

All prices must include all costs. Costs included in the bid prices shall include all costs which are necessary to provide for delivery or pickup of product. All costs for the delivery of product to work location shall be included in the unit price. Pricing for each component shall be effective for the one (1) year term of the contract. The City is not subject to sales tax.

Awarded bidder may honor price(s) for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of award, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

48" AND 60" DIAMETER SANITARY SEWER MANHOLES – INCLUDE XYPEX ADDMIXTURE, PERFORMED INVERTS, BUTYL SEALER AND 12" WIDE STRIP OF POLYOLEFIN BACK EXTERIOR JOINT WRAP AT ALL JOINTS.

48" DIA. MANHOLE WITH CONE – 4' TALL	\$ <u>754.00</u> EA
48" DIA. RISER ABOVE 4'	\$ <u>100.00</u> VF
PRECAST DROP SECTIONS / VF	\$ <u>140.00</u> VF
48" DIA. FLAT TOPS	\$ <u>220.00</u> EA
60" DIA. MANHOLE W/FLAT TOP-4' TALL	\$ <u>1060.00</u> EA
60" DIA. RISER ABOVE 4'	\$ <u>140.00</u> VF
60" DIA. FLAT TOPS	\$ <u>335.00</u> VF

MANHOLE TO PIPE CONNECTORS (BOOTS / GASKETS)

4" DIA. PIPE	\$ <u>65.00</u> EA
6" DIA. PIPE	\$ <u>65.00</u> EA
8" DIA. PIPE	\$ <u>65.00</u> EA
10" DIA. PIPE	\$ <u>85.00</u> EA
12" DIA. PIPE	\$ <u>100.00</u> EA

15" DIA. PIPE	\$ <u>130.00</u> EA
18" DIA. PIPE	\$ <u>150.00</u> EA
21" DIA. PIPE	\$ <u>175.00</u> EA
24" DIA. PIPE	\$ <u>205.00</u> EA

GRADE RINGS* - Per Grade Ring

3"	\$ <u>80.00</u> EA
4"	\$ <u>80.00</u> EA
6"	\$ <u>80.00</u> EA

* Grade rings will be bid in 3' VF. (Ex: 3" total = 12 rings; 4" total = 9 rings, 6" total = 6 rings.)

1" BUTYL SEAL (BY BOX) \$ 48.00 PER BOX

3/4" BUTYL SEAL (BY BOX) \$ 41.00 PER BOX

12" JOINT WRAP (BY BOX) \$ 75.00 PER BOX

Submitted by: Foley Products
(Company)

7/12/2018
(Date)



Care for Work Environments®

July 12, 2018

Jimmy,

State Chemical will hold the 55 gallon price for both Nutri Pro and Pit Raider the same for the City of Murfreesboro for the fiscal year of 2018/2019. During this time period there will be no price increases on the product.

The price per product will be as follows:

Pit Raider D55 delivered price of \$1364.75
Nutri Pro D55 delivered price of \$379.85

Please feel free to contact me if you have any questions and as always it is a pleasure working with your team.

Best Regards,

Sherri Johnson
Territory Manager
615-972-5196 cell

Craig Adams
District Sales Manager
State Industrial Products
865-386-8553



(888) 542-8561 • adc-chem.com
821 William D Jones Blvd. • PO Box 620 • Fayetteville, TN 37334

Murfreesboro Water & Sewer
300 NW Broad St.
P.O. Box 1477
Murfreesboro, TN 37133

Alan,

Enclosed is a proposal for the corrosion probes. The total for each probe is \$5,370.00 each. If you are interested in six probes total your cost will be \$32,220.00. This is delivered cost to your facility. ADC will help with the installation, which includes mounting the transmitter and installing the probe itself. As discussed earlier, Murfreesboro is to provide someone to connect the units to your SCADA system.

As always ADC appreciates your interest in our products. If you have any questions feel free to contact me, by email or by phone. Thank you again for your business.

Jason McGee
Sales Manager

American Development Corporation
821 William D Jones Blvd.
Fayetteville TN 37334

888-542-8561 office 931-993-0881 cell



Know your corrosion rate
instantly

InstantMPY

Instant Corrosion Rate Monitoring
for Drinking Water

Proposal of SM2016
for
Murfreesboro TN

InstantMPY LLC.
2010 Sterling Rd
Charlotte, NC 28209

Email: instantmpy@gmail.com
Web: <http://www.instantmpy.com>
Phone: 704.905.8624



Know your corrosion rate
instantly

InstantMPY SM2016

What is included

Order &
Warranty

The InstantMPY SM2016 System enables drinking water utilities to monitor drinking water corrosion rates on a real time basis.

The corrosion monitor and probe reports into the Scada system, the current corrosion rate of the water passing by the probe so that utilities can measure and record the corrosivity of the finished water.

Corrosion rate measurements are made using the linear polarization resistance technique. The measurements are then transmitted via 4-20mA current loop.

1. The SM2016 Loop Powered- LPR Transmitter
2. Fixed length, 3 electrode LPR Probe Fiberglass Nonpressurized
3. Carbon Steel C1010 Metal Probe Tips with Viton gasket
Replacement tips are available at \$30 per probe (every 6 to 9 months needed)
4. Shipping Charges from our facility in Charlotte, NC
5. Supervised Installation and Training
6. SCADA connection to be made by Murfreesboro employees or contractor chosen by Murfreesboro

Manufacturing time is up to 4 weeks after receipt of order.

All Equipment is under manufacturer warranty for 12 Months with normal use and supervised installation.

InstantMPY LLC.
2010 Sterling Rd
Charlotte, NC 28209

Email: instantmpy@gmail.com
Web: <http://www.instantmpy.com>
Phone: 704.905.8624



Know your corrosion rate
instantly

Pricing

Total Price per Corrosion Transmitter: **\$4995.00**

Total Price per Probe: **\$375.00**

Prices are valid through December 31, 2018 and does not include any taxes, if applicable. Net terms are 30 days from receiving.

InstantMPY LLC.
2010 Sterling Rd
Charlotte, NC 28209

Email: instantmpy@gmail.com
Web: <http://www.instantmpy.com>
Phone: 704.905.8624



Know your corrosion rate
instantly

July 6, 2018

To whom it may concern,

This letter serves to certify that the InstantMPY SM2016 SCADA linked corrosion monitoring system has no competitor and no other comparable unit is available in the US drinking water market. The product and service provided is unique.

American Development Corporation is the sole and exclusive distributor of InstantMPY products in the State of Tennessee.

Respectfully submitted,

Signed

John Walsh, President, InstantMPY

Ford of Murfreesboro

SALES QUOTATION

Jason McCullough
1550 NW Broad St.
Murfreesboro, TN 37129

Statewide Contract 209/56446

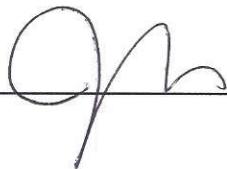
TO:
Murfreesboro Water and Sewer Dept.

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: *July 6, 2018*
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
U9G	1	2019 Ford Escape SE 4x4	\$21,806.00	\$21,806.00
OPTIONS	1	Highlighted Options on Attached Window Sticker	\$125.00	\$125.00
Window Sticker Attached				
Total Price				\$21,931.00
				\$21,931.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

July 6, 2018
DATE

Ford of Murfreesboro

SALES QUOTATION

Jason McCullough
1550 NW Broad St.
Murfreesboro, TN 37129

Statewide Contract 209/56446

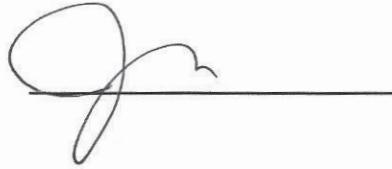
TO:
Murfreesboro Water and Sewer

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: *July 10, 2018*
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
X3F	1	2019 Ford F-350 Super Cab Chassis 4x4	\$31,644.00	\$31,644.00
18B	1	Platform Running Boards	\$445.00	\$445.00
872	1	Rear View Camera Prep Kit	\$415.00	\$415.00
UPFIT	1	Body from Stringfellow without Crane	\$17,785.00	\$17,785.00
Window Sticker Attached				
		Total Price	\$50,289.00	\$50,289.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

July 10, 2018

DATE

Jason McCullough
1550 NW Broad St.
Murfreesboro, TN 37129

Statewide Contract 209/56446

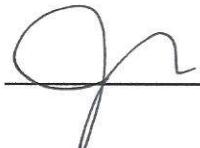
TO:
Murfreesboro Water and Sewer

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: *July 10, 2018*
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
X3F	1	2019 Ford F-350 Super Cab Chassis 4x4	\$31,644.00	\$31,644.00
18B	1	Platform Running Boards	\$445.00	\$445.00
872	1	Rear View Camera Prep Kit	\$415.00	\$415.00
UPFIT	1	Body from Stringfellow with Mounted Crane	\$35,885.00	\$35,885.00
Window Sticker Attached				
		Total Price	\$68,389.00	\$68,389.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

July 10, 2018
DATE



July 17, 2018

Mrs. Valerie Smith
Assistant Director of Engineering
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Water/Wastewater Mechanical/Electrical Services Contract
Murfreesboro, TN
Proposed CCF No. 1

Dear Mrs. Smith:

Attached is a copy of proposed Change Item No. 1 including a Summary Log of all proposed changes to date. The following summarizes the change item and provides recommendation for its approval.

Change Item No. 1 was requested by MWRD staff to realign the existing foundations for Raw Water Pump Nos. 1 – 3 and center them in the existing sump (trench) and to provide each new pump with a vortex suppressor in lieu of a strainer. During the Contractor's inspection of the existing Raw Water Intake sump, it was determined none of the existing three pumps are centered in the sump and are misaligned from 2" to 5". To minimize cavitation and promote flow that is uniform, steady, and free from swirl and entrained air, the Hydraulic Institute and pump manufacturer both recommend pumps in a trench-type wet well similar to the one at the Stones River Water Treatment Plant be centered in the sump (trench). Examples of the negative impacts of the misaligned pumps was evident in the excessive vibrations experienced by Pump No. 1. The addition of the vortex suppressors to each pump is an additional measure recommended by the manufacturer to be done when retrofitting pumps into existing wet well. The vortex suppressors will minimize the potential for vortexes at the suction bell of the pump and assist in preventing cavitation and damage to the pumps. There will be an increase of ten (10) days in the contract time as a result of this change item.

SSR has reviewed the proposed change and recommends it be approved and the contingency allowance be adjusted accordingly. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in black ink that reads 'Luke Williams'.

Luke G. Williams, PE
LGW/lgw
Enclosures

cc: Darren Gore (w/encl) – MWRD
Alan Cranford (w/encl) - MWRD

T:\Team41\2016\16410160\CA\Chg Order CCF\RWPS (JBS)\CCF - 1\LGW20180716_LTR_WWW_CCF-1.doc

CHANGE CONTROL FORM (CCF)

Owner Contract No.	N/A
Project Name:	Water/Wastewater Mechanical Electrical Services Contract
Engineer:	Smith Seckman Reid, Inc.
Contractor:	John Bouchard & Sons Co.

DESCRIPTION OF CHANGE

Provide pricing to modify existing pump foundations for Raw Water Pump Nos. 1 - 3 to allow proposed pumps to be centered inside existing sump channel. Provide pricing for vortex suppressors on Raw Water Pump Nos. 1 - 3 in lieu of strainers.

(Attach Supporting Documentation)

Requested By:	OWNER
This Document is a:	REQUEST FOR PROPOSAL (RFP)
Drawing(s) Reference:	D1.1-08
Spec. Reference:	11209

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

<input checked="" type="checkbox"/> No Change in Contract Amount is required.	<input type="checkbox"/> A Change in Contract Amount is required: Add/Deduct (Circle One)	\$16,911.50
<input type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Time is required:	10 days

Engineer:	<u>Jake Williams</u>	<u>07/17/18</u>	Contractor:	<u>David Proctor JV</u>	<u>7/17/18</u>
	(Authorized Signature)	(Date)		(Authorized Signature)	(Date)

Owner:	<input type="checkbox"/> Owner Recommends Acceptance
	<input type="checkbox"/> Owner Recommends Rejection

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:	Date:
Authorized by Owner:	Date:
Accepted by Contractor:	Date:

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR:	Date:
Directed by Engineer:	Date:
Accepted by Contractor:	Date:

Murfreesboro Service Contract Rate Sheet - 2018			
Modifications to RW Pump Scope: New Pads & Vortex Suppressors			

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	4	\$75.00	\$300.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$67.00	\$0.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)	16	\$52.00	\$832.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)		\$52.00	\$0.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	16	\$37.00	\$592.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00

Materials & Subcontractors		
Vortex Suppressors (Qty: 3)	Southern Sales	\$2,250.00
Markup on Material & Subcontractors	15.00%	\$337.50

Subcontractors		
Concrete Demo, Coring, & Form New Pads (Qty: 3)		\$12,000.00
Markup on Material & Subcontractors	5.00%	\$600.00

TOTAL ESTIMATE		\$16,911.50
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CHANGE CONTROL LOG

Owner: Murfreesboro Water Resources Department
Project Name: Water/Wastewater Mechanical/Electrical Services Contract
Contract No. 1641016
Contractor: Smith Seckman Reid, Inc.
Engineer: John Bouchard & Sons, Inc.
Contractor: 07/16/18
Revised:

Original Contract Amount:	\$ 576,800.00
Contingency Allowance Amount:	\$ 38,000.00
Contingency Allowance Amount:	\$ 27,088.50

Notes:

1. CCR - Contractor change request
2. CL - Claim
3. FO - Field Order
4. RFP - Request for proposal
5. WCD - Work change directive

ROLLINS EXCAVATING COMPANY

1468 Middle Tennessee Blvd.
Murfreesboro, TN 37130

Phone: 615-890-0722
Fax: 615-848-9115

ESTIMATE

TO: MWSD
Attn: Robert Hughes
300 NW Broad St.
Murfreesboro, TN 37133

JOB Emergency Lagoon Repairs
LOCATION: Murfreesboro, TN

Date: 7/17/2018
Job #: 1890
Phone: _____
Fax: _____
Email: rhughes@murfreesborotn.gov

#1 Estimate to repair large sinkhole (#1) in sidewall of Lagoon
per TTL recommendations

NOT TO EXCEED ESTIMATE \$ 52,500.00

#2 Estimate to repair large sinkhole (#2) in sidewall of Lagoon
located under catwalk per TTL recommendations

NOT TO EXCEED ESTIMATE \$ 43,200.00

TOTAL ESTIMATE \$ 95,700.00

Pricing good for 30 days from estimate date.

Agreement: To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, **ROLLINS**

EXCAVATING CO., LLC & employees from & against all claims, damages, losses & expenses, including but not limited to attorney's fees arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Owner such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a party or person.

MWSD

By: _____
Title: _____
Date: _____

ROLLINS EXCAVATING CO., LLC

By: Jay Beebe
Title: General Superintendent
Date: 7/17/18



July 17, 2018

Mr. Darren Gore
Director
Murfreesboro Water Resources Department
P. O. Box 1477
Murfreesboro, TN 37133-1477

RE: Walter Hill Dam Maintenance
Recommendation of Award
SSR No. 17-41-029.0

The bids for the Walter Hill Dam Maintenance Project were received by the City of Murfreesboro Water Resources Department (MWRD) at 1:00 p.m. CDT on July 16, 2018, and were read publicly. There was one (1) bid submitted and opened. The total base bid price for the bid is listed below. All prices are listed in the attached certified bid tabulation. The purpose of this letter is to make recommendations on award of the contract and discuss related issues.

1. Haren Construction Company, Inc.	\$ 492,000.00
1715 Highway 411 North	
P.O. Box 350	
Etowah, TN 37331	

Haren Construction Company, Inc. is the apparent low bidder for the project with a total base bid price of \$492,000.00. There were no discrepancies in the bid received from Haren Construction Company, Inc.

SSR or MWRD have not worked with Haren Construction Company, Inc. before but following review of their financials, references, and project resume, SSR finds them to be a reputable Contractor. A Dun and Bradstreet Business Information Report for Haren Construction Company, Inc was obtained to verify credit worthiness and it indicated nothing of concern.

The low bid is considered to be competitive and in line with present construction pricing levels. The Engineer's Estimate of Probable Construction Cost was \$400,000.00. Therefore, it is recommended that the contract be awarded to Haren Construction Company, Inc. in the amount of \$492,000.00. If the City elects to award the project, please sign the attached Notice of Award form and return to me.

If you have questions or require additional information, please contact me at 615.460.0549.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in black ink that reads "Luke Williams".

Luke G. Williams, PE

Enclosures

cc: Valerie Smith, Alan Cranford – MWRD
JHB, GKG, MLB - SSR
File (1)

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SECTION 00628

NOTICE OF AWARD

Date of Issuance: July 17, 2018

Owner: City of Murfreesboro

Owner's Contract No.:

Engineer: Smith, Seckman, Reid, Inc.

Engineer's Project No.:1741029.0

Project: Walter Hill Dam Maintenance

Contract Name:

Bidder: Haren Construction Company, Inc.

Bidder's Address: 1715 Highway 411 N., P.O Box 350, Etowah, TN 37331

TO BIDDER:

You are notified that the Owner has accepted your Bid dated July 16, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Walter Hill Dam Maintenance

The Contract Price of the awarded Contract is: Four Hundred Ninety Two Thousand Dollars and No Cents (\$492,000.00).

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner, via the Engineer, all executed counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security performance and payment bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Deliver Certificates of Insurance as specified in the General Conditions (paragraph 5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Dated this _____ day of _____, 20____.

(Owner)

By: _____

Name and Title: _____

Copy: Smith, Seckman, Reid, Inc.

BID TABULATION SUMMARY
WALTER HILL DAM MAINTENANCE PROJECT
CITY OF MURFREESBORO, TENNESSEE
BID DATE: JULY 16, 2018

BIDDER NO.	BIDDER	BASE BID AMOUNT
1	Haren Construction Company, Inc.	\$492,000.00

SUMMARY OF ERRORS AND OMISSIONS FOUND

1. None.



Smith
Seckman
Reid, Inc.

BID TAB SHEET FOR
CITY OF MURFREESBORO, TENNESSEE
WALTER HILL DAM MAINTENANCE

SSR NO. 17-41-029.0

Page 1 of 1

BID DATE: JULY 16, 2018

1:00 PM CST TIME

BID TAB SHEET FOR CITY OF MURFREESBORO, TENNESSEE WALTER HILL DAM MAINTENANCE		Haren Construction Company, Inc. 1715 Highway 411 North P.O. Box 350 Etowah, TN 37331	
SSR NO. 17-41-029.0		TN Lic. #000002260 Expiration Date: 10/31/2018 Classification: BC; HC-4-5,D; MU-A,B,C; CMC-A,C; HRA-A,C; CE Monetary Limits: Unlimited	

SCHEDULE A - LUMP SUM BID ITEMS

ITEM NO.	EST. QTY & UNITS	DESCRIPTION	ITEM TOTAL
1	1 LS	Walter Hill Dam Maintenance, complete lump sum bid excluding Schedule B	\$ 477,000.00

SCHEDULE B - ALLOWANCE ITEM

ITEM NO.	EST. QTY & UNITS	DESCRIPTION	UNIT PRICE	ITEM TOTAL
2		Construction Contingency Allowance		\$ 15,000.00
		TOTAL BASE BID Total Base Bid (Sum Total of Items 1 thru 2)		\$ 492,000.00

NOTE: Manufacturer pricing listed in **bold** text indicates manufacturer that was selected on Bid Form.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS IN EXTENSIONS OF UNIT PRICES CORRECTED.

Jube Williams
BY

ASPHALT PURCHASES
MWRD Operations & Maintenance

Date	Approval	Vendor	Type	Rate	Quantity	Total
7/31	DH	Vulcan	Binder	\$47.15	103.50	\$4,880.03
	TOTAL				103.50	\$4,880.03
8/8	DH	Vulcan	Binder	\$47.07	140.72	\$6,623.69
8/8	DH	Vulcan	Binder	\$47.07	197.80	\$9,310.45
8/15	DH	Vulcan	Binder	\$47.07	14.42	\$678.75
8/15	DH	Vulcan	Binder	\$47.07	226.18	\$10,646.29
8/29	DH	Vulcan	Binder	\$47.07	18.50	\$870.80
8/31	DH	Vulcan	Binder	\$47.07	16.74	\$787.95
	TOTAL				614.36	\$28,917.93
9/12	DH	Vulcan	Binder	\$47.07	28.35	\$1,334.43
9/12	DH	Vulcan	Binder	\$47.07	16.33	\$768.65
9/19	DH	Vulcan	Topping	\$54.10	19.61	\$1,060.90
9/19	DH	Vulcan	Binder	\$47.07	16.19	\$762.06
9/29	DH	Vulcan	Topping	\$54.10	12.71	\$687.61
	TOTAL				93.19	\$4,613.66
10/11	DH	Vulcan	Binder	\$54.02	10.32	\$557.49
	TOTAL				10.32	\$557.49
11/30	DH	Hawkins	Binder	\$49.88	135.83	\$6,775.20
	TOTAL				135.83	\$6,775.20
12/31	DH	Hawkins	Binder	\$52.00	77.76	\$4,043.52
	TOTAL				77.76	\$4,043.52
1/1						\$0.00
	TOTAL				0.00	\$0.00
2/9	DH	Hawkins	Binder	\$53.08	62.84	\$3,335.55
	TOTAL				62.84	\$3,335.55
3/8	DH	Hawkins	Binder	\$52.98	19.98	\$1,058.54
3/9	DH	Hawkins	Binder	\$52.98	29.93	\$1,585.69
3/22	DH	Hawkins	Topping	\$61.89	17.93	\$1,109.69
3/26	DH	Hawkins	Binder	\$52.98	79.87	\$4,231.51
3/27	DH	Hawkins	Binder	\$52.98	4.02	\$212.98
	TOTAL				151.73	\$8,198.41
4/19	DH	Vulcan	Binder	\$49.28	12.80	\$630.78

TOTAL					12.80	\$630.78
5/9	DH	Vulcan	Binder	\$49.99	16.33	\$816.34
5/11	DH	Vulcan	Binder	\$49.28	17.44	\$859.44
5/25	DH	Vulcan	Binder	\$57.99	12.65	\$733.57
MAY TOTAL					46.42	\$2,409.35
			TOTAL	1249.53		\$64,361.92

MONTHLY ASPHALT QUOTES

Murfreesboro Water Resources
Operations & Maintenance

		Hawkins	Hoover	Vulcan	Notes
July	<i>Binder</i>	\$52.00	\$52.39	\$50.50	Roger Gunter rec'd verbal quotes
	<i>Topping</i>	\$60.00	\$60.30	\$59.00	
August	<i>Binder</i>	\$51.60	\$52.28	\$47.07	8/4/17-Roger Gunter rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.50	\$60.20	\$54.10	
September	<i>Binder</i>	\$51.60	\$52.28	\$50.07	
	<i>Topping</i>	\$59.50	\$60.20	\$58.60	
October	<i>Binder</i>	\$51.41	\$52.23	\$50.02	10/10/17-Mickey Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.28	\$60.13	\$58.52	
November	<i>Binder</i>	\$49.88	\$52.29	\$50.07	11/16/17-M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$57.50	\$60.22	\$58.62	
December	<i>Binder</i>	\$52.00	\$52.39	\$53.00	
	<i>Topping</i>	\$60.00	\$60.36	\$62.00	
January	<i>Binder</i>	\$52.58	\$52.86	\$50.68	
	<i>Topping</i>	\$61.42	\$61.00	\$59.41	
February	<i>Binder</i>	\$53.08	\$53.23	\$51.10	2/8/18 -M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$62.12	\$67.95	\$60.00	
March	<i>Binder</i>	\$52.98	\$53.61	\$53.00	
	<i>Topping</i>	\$61.89	\$68.48	\$62.00	
April	<i>Binder</i>	\$52.98	\$54.27	\$49.28	
	<i>Topping</i>	\$61.89	\$69.38	\$57.03	
May	<i>Binder</i>	\$48.75	\$54.27	\$49.99	Hoover -verbal quote same as last month
	<i>Topping</i>	\$57.50	\$69.38	\$58.42	
June	<i>Binder</i>	\$54.05	\$54.27	\$54.15	
	<i>Topping</i>	\$63.95	\$69.38	\$64.03	

ASPHALT PURCHASES
MWRD Operations & Maintenance

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Operations & Maintenance

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	<i>Topping</i>	\$57.50	\$69.38	\$58.42	
June	<i>Binder</i>	\$54.05	\$54.27	\$54.15	
	<i>Topping</i>	\$63.95	\$69.38	\$64.03	

COUNCIL COMMUNICATION

Meeting Date: August 16, 2018

Item Title: Restructure Social Services Department

Department: St Clair Street Senior Center

Presented by: **Connie Rigsby**

Requested Council Action:

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

Summary

The request to have a Full Time Nurse to promote Health Education Programs has been proposed in the past three years budget proposals by Senior Center Director and Commission.

Social Services section currently has one full time position as the Social Services Specialist and two part-time positions as Nurse and Caregiver Information Coordinator.

A restructuring of positions in the Social Services section utilizing the vacant Full-time Social Services Specialist, and a Part-time Caregiver Information Coordinator will allow for a Full-time Nurse position and two (2) Part-time Social Services Assistants.

Staff Recommendation

Post the Social Services Specialist position as Part-time Social Services Specialist starting @ \$16.99 per hour with the same job description.

Move the Part-time Nurse to Full-time Nurse @ \$22.51 per hour. This position would lead the Social Services Department in Health Education and Advocacy for seniors.

Change Job Description and title of Part-time Caregiver Information Coordinator to Social Services Assistant. This change is needed to accommodate the Alzheimer's Association pulling \$5,000 in funding tied to specific duties in this position for FY2018-2019. This position would work closely with Social Services Specialist to assist seniors with applying for benefits and consult with seniors one on one.

Background Information

Request to have Full Time Nurse to promote Health Education Programs has been proposed in the past three years budget proposals by Senior Center Director and Commission.

Council Priorities Served

Priority 3: Excellent Services with a Focus on Customer Service – Social Services Department at St. Clair has an estimated 1500 visits a year. Staff oversee assisting seniors 60+ with Medicare Part D, Social Security, Health Education, Telephone Reassurance and referral services to empower seniors to make knowledgeable choices as they age. This department provides information and assistance to access Federal and State benefit programs by providing non bias information. Our department provided one on one assistance for the State Health Insurance Assistance Program (SHIP) that saved seniors an estimated \$8,753 in 2017-2018.

Fiscal Impacts

No budget impact.

Full-time Social Services Specialist to Part-time Social Services Specialist savings of \$23,608 – move these savings to Nurse salary

Part-time Caregiver Information Coordinator to Part-time Social Services Assistant savings of \$1,235

Part-time Nurse to Full-time Nurse using funds from above

Operational Issues

Request to move Part-time Nurse to Full-time Nurse immediately.

Attachments:

1. Salary breakdown
2. Job Descriptions

Full-time - Social Services Specialist – salary - @ \$23.36 per hr x 37.50 hrs x 52 weeks = \$45,552.00

Change this position to part-time salary - @ 16.88 per hr x 25 hrs x 52 weeks = \$21,944.00
Savings = \$23,608.00

Part-time - Caregiver Information Coordinator –salary - @ \$13.55 per hr x 25 hrs x 52 weeks = \$17,615.00

Change this position to part-time Social Services Assistant - @ \$12.60 per hr x 25 hrs x 52 weeks = \$16,380.00
Savings = \$1,235.00

Part-time – Nurse – salary - \$ 22.51 per hr x 25 hrs x 52 weeks = \$29,263.00

Change this position to Full-time Nurse - @ \$22.51 per hr x 37.50 hrs x 52 weeks = \$43,894.50
(plus benefits)

Additional Costs - \$14,631.50 (use savings above to offset increase)

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Housing Rehabilitation – 163 Lansdan Drive

Department: Community Development

Presented by: John Callow Community Development Director

Requested Council Action:

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

Summary

The homeowner at the subject address has applied for and is eligible for assistance through the City's Housing Rehabilitation Program.

Staff Recommendation

Approve the expenditure of \$20,318.00 for the activity and authorize the Mayor to sign the construction contract on behalf of the City.

Background Information

Invitations to bid were mailed to six contractors on July 20, 2018. One contractor participated in the required walk-through on August 1, 2018. One bid was received and opened on August 7, 2018 from James I. Brown for \$20,318.00.

The bid is within 5% of the Department's estimate. The homeowner has accepted the bid and is scheduled to meet with the contractor August 14, 2018 to sign the contract.

Council Priorities Served

Safe and Livable Neighborhoods

This activity will correct deficiencies that will make the housing unit more safe, sound, and sanitary.

Fiscal Impacts

The current Community Development Budget allocates \$191,365 for Housing Rehabilitation Activities. Approving this activity will leave an uncommitted balance of \$171,047.

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: The Journey Home Acquisition of Rental Property

Department: Community Development

Presented by: John Callow, Community Development Director

Requested Council Action:

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

Summary

The Journey Home proposes to purchase the property at 411 Sunset Avenue using CDBG funds allocated through the Acquisition of Real Property – Rental program.

Staff Recommendation

Approve the expenditure of \$100,000 plus reasonable closing costs for this purchase.

Background Information

Consistent with program policies, the City will hold a lien on the property for a 10-year affordability period during which the house has to be affordable rental property for households with an income of 50% or less than the Area Median Income (AMI). Program guidelines require the purchaser to provide a match of at least 25% of the purchase price over the course of the affordability period. Contract price for the property is \$160,000. The Journey Home has secured a mortgage loan of \$60,000 to cover the cost not covered by the City. This equity position will satisfy the match provision.

Council Priorities Served

Safe and Livable Neighborhoods

This project will increase the available inventory of affordable housing in the city.

Fiscal Impacts

The current Community Budget allocates \$306,000 for Acquisition of Real Property – Rental. Closing this transaction will zero out the line item for the 2018-19 program year.

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Contract Addendum for Redesign of Parks Maintenance Facilities

Department: Parks and Recreation

Presented by: Angela Jackson, Director

Requested Council Action:

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

Summary

Addendum to the contract with Ragan-Smith Associates for redesign of Old Fort Park and McKnight Park Maintenance Facilities.

Staff Recommendation

Approval of Addendum #1 to Maintenance Facilities' Contract

Background Information

On June 8, 2017, Council approved a Professional Services Agreement with Ragan-Smith Associates for land surveys, civil engineering, architectural, and landscape architecture services for Parks and Recreation Maintenance Facilities at Old Fort Park and McKnight Park. The original design resulted in construction bids that exceeded the amount budgeted for this building. To bring the construction costs within budget, the Assistant City Manager for Development and Coordination recommended several changes. Additional services required for the redesign include submittal for planning commission review and approval, re-permitting, and bidding or construction services. Staff believes that the rebid for these buildings will be substantially less than the previous design and within budget.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Proposed facilities are key to the strategic approach for the safety and maintenance of the park system.

Fiscal Impacts

The additional professional services of Ragan-Smith Associates for the Old Fort Park and McKnight Park Maintenance Facilities will be \$10,000 per facility, totaling \$20,000, as shown in the attached Addendum. Sufficient funds are budgeted in the current Capital Improvement Program.

Attachments

1. Addendum #1 for Ragan-Smith Maintenance Facilities' Professional Services
2. PSA with Ragan-Smith from 6/8/17 for Parks and Recreation Maintenance Facilities

August 7, 2018

VIA ELECTRONIC MAIL ajackson@murfreesborotn.gov; nwilliams@murfreesborotn.gov

Ms. Angela Jackson
Mr. Nate Williams
City of Murfreesboro
Parks and Recreation Department
697 Veterans Parkway
Murfreesboro, TN 37128

**RE: PARKS AND RECREATION MAINTENANCE FACILITIES
ADDENDUM #1
CONSTRUCTION DOCUMENTS**

Dear Angela and Nate:

At the request of the City of Murfreesboro, **Ragan-Smith Associates, Inc. (Ragan-Smith)** is pleased to offer this Amendment outside the original Scope of Services within the previously authorized contract dated May 1st, 2017. Requested changes include re-design, submittal for planning commission review and approval and assistance in the re-permitting and bidding of the park and recreation maintenance facilities.

Amended Scope and Fees:

Ragan-Smith will provide the following additional services in collaboration with HMH Architects.

SCOPE OF SERVICES

Old Fort Park Facilities

Services shall include the changes to the building design as determined in the meeting with Murfreesboro City Staff on June 18, 2018 and July 23, 2018. Specific services are as follows:

1. Elimination of mezzanine structure.
2. Change building structure from pre-engineering to CMU loadbearing wall with wood trusses.
3. Eliminate clerestory roof.
4. Reduce number of exterior doors.
5. Change exterior finish materials to split-faced concrete block and metal panels or cement board in gables only.
6. Eliminate showers in restrooms.
7. Modify the HVAC system.
8. Add heat only to warehouse / service area.
9. Elimination of landscape and irrigation from bid set.
10. Addition of two freeze resistant water hydrants on site.
11. Resubmittal to Murfreesboro Planning Commission is required.
12. Resubmittal to Murfreesboro Codes is required.
13. Rebidding the project is required.

McKnight Park Facilities

Services shall include the changes to the building design as determined in the meeting with Murfreesboro City Staff on June 18, 2018 and July 23, 2018. Specific services are as follows:

1. Elimination of mezzanine structure.
2. Change building structure from pre-engineering to CMU loadbearing wall with wood trusses.
3. Eliminate clerestory roof.
4. Reduce number of exterior doors.
5. Change exterior finish materials to split-faced concrete block and metal panels or cement board in gables only.
6. Eliminate showers in restrooms.
7. Modify the HVAC system.
8. Add heat only to warehouse / service area.
9. Elimination of landscape and irrigation from bid set.
10. Addition of two freeze resistant water hydrants on site.
11. Revise parking and access surface from concrete to heavy duty asphalt.
12. Resubmittal to Murfreesboro Planning Commission is required.
13. Resubmittal to Murfreesboro Codes is required.
14. Rebidding the project is required.

FEES

Old Fort Park Facilities (6,985 s.f.)

Redesign and planning commission submittal, re-permitting and rebidding

These services will be performed for the following lump sum fees:

Architectural Services	.....	\$ 1,200.00
Civil Engineering Services	.....	\$ 200.00

Modifications to Construction Documents

Architectural Services	.....	\$ 4,500.00
Civil Engineering Services	.....	\$ 200.00
Structural	.....	\$ 1,600.00
Mechanical & Plumbing	.....	\$ 1,500.00
Electrical	.....	\$ 800.00

Total \$ 10,000.00

McKnight Park Facilities (5,074 s.f.)

Redesign and planning commission submittal and rebidding

These services will be performed for the following lump sum fees:

Architectural Services	.....	\$ 1,200.00
Civil Engineering Services	.....	\$ 200.00

Modifications to Construction Documents

Architectural Services	.....	\$ 4,500.00
Civil Engineering Services	.....	\$ 200.00
Structural	.....	\$ 1,600.00
Mechanical & Plumbing	.....	\$ 1,500.00
Electrical	.....	\$ 800.00

Total \$ 10,000.00

Ms. Angela Jackson
Mr. Nate Williams
Murfreesboro Parks and Recreation Department
June 29, 2018
Page 3

RAGAN SMITH

Clarifications:

1. The above fees assume the use of a wood-framed structure.
2. Structural fee is for foundation design and wood framing.
3. Mechanical (HVAC) design is limited to offices, employee break areas and restrooms.

Re-bidding and permitting

Normal professional services during this phase include the following:

1. Issuing plans for pricing
2. Responding to contractor's inquiries
3. Submitting plans to local jurisdiction for permitting
4. Responding to comments from Codes authorities and making reasonable corrections as required.

The above fee is in addition to the original contract fee and any other previously issued Addendums.

All other terms and provisions of the referenced original Contract shall remain in full force and effect.

We appreciate the opportunity to provide this Addendum to you. If you agree to the terms, please sign and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.



Randy C. Caldwell, RLA, LEED AP
Executive Vice President

RCC/KDG:kal

Attachment



Kevin Guenther PLA, LEED AP
Associate

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED

By: _____ Date: _____

Printed/Typed Name: _____ Title: _____



May 1, 2017

VIA ELECTRONIC MAIL ajackson@murfreesborotn.gov

Angela Jackson, Parks and Recreation Director
City of Murfreesboro
Parks and Recreation Department
Administration Office
697 Veterans Parkway
Murfreesboro, TN 37128

**RE: PARKS AND RECREATION MAINTENANCE FACILITIES
CONSTRUCTION DOCUMENTS**

Dear Angela:

Ragan-Smith Associates, Inc. (Ragan-Smith) is pleased to offer the following professional service agreement The City of Murfreesboro for land survey, civil engineering, architectural and landscape architecture services on the above referenced project.

PROJECT

The City of Murfreesboro Parks and Recreation Department has conducted an analysis of potential site and building needs for expanding maintenance facilities. The conclusion of this analysis confirms that the city needs at least two new maintenance facilities to serve its expanding parks and greenway systems. One of the site locations is proposed at the existing Old Fort Park property. The other site location is proposed at the existing McKnight Park property. It is anticipated both properties will have maintenance buildings to accommodate office space, employee facilities, storage area for supplies and areas to store and maintain park vehicles and equipment. Sites will be designed to accommodate parking and outdoor storage needs.

SCOPE OF SERVICES

Ragan-Smith proposes the following Scope of Services that represents our understanding of the requirements of the City of Murfreesboro review and approval of this project. All work outlined below will be performed under the direct supervision of civil engineers and landscape architects and architects licensed in the State of Tennessee.

I. Survey of Proposed Sites

Ragan-Smith proposes to provide topographic surveys of the above referenced properties. The topographic surveys will be made in accordance with the requirements for Topographic Surveys as currently defined and adopted by the Tennessee State Board of Examiners for Land Surveyors. Elevations obtained will be referenced to the vertical datum NAVD88. Contours will be interpolated at 1 ft. intervals based on computer generated surface models derived from field run survey data. Utilities shown will be based on surface evidence and utility maps as provided by the City of Murfreesboro. The survey will depict all existing above ground structures including; edge of asphalt, curb and gutter, buildings, fences, lights, signs and trees with 6" caliper inch identified. All work will be performed under the direct supervision of a Registered Land Surveyor licensed to practice surveying in the State of Tennessee.

II. Preliminary Site Planning

Ragan-Smith will prepare preliminary site plans for both sites in CAD depicting building envelope, access drive, parking, trash collection, outdoor storage and preliminary utility locations. This plan will be reviewed with the client and project architect to confirm project goals and objectives. Revisions to the preliminary site plan will be made in response to the client's feedback.

III. Site Plans

Ragan-Smith will prepare final site plans and provide project coordination in accordance with the following:

A. Pre-Application Meeting and Parks and Recreation Commission Review

Ragan-Smith will attend a meeting with the City of Murfreesboro Planning Staff, recognized as a "Pre-Application Meeting." The pre-application meeting is in evaluation of the preliminary site plan for initial review, comment, and statement of support from the City of Murfreesboro staff.

Ragan-Smith will attend and present findings at a City of Murfreesboro Parks and Recreation Commission meeting to review the preliminary site plans and preliminary architectural plans as prepared by HMHA

B. Site Improvements

1. **Land Planning** - Ragan-Smith will provide engineering layout and design of the site improvements as proposed in accordance with the approved preliminary plans selected by the City of Murfreesboro. Improvements will include location of buildings, parking area, drives, sidewalks, dumpster pads, outdoor storage areas and other items proposed for this development. We will complete coordinate geometry and layout and stake-out plans sufficient for construction control and for use by the contractor in field coordination of site construction.
2. **Traffic Control** - Ragan-Smith will provide engineering layout, design and preparation of permanent traffic control measures including striping, marking, signage, and other traffic facilities for on-site drives, parking and access control.
3. **Improvements Detailing** - Ragan-Smith will provide engineering design and preparation for construction plans, details, and specifications for the construction of the site improvements for this development.

C. Storm Water Pollution Prevention Plan (SWPPP)/Best Management Practice (BMP)

1. **Erosion Siltation Control Measures** - Ragan-Smith will provide engineering design of erosion control and siltation measure required to be installed prior to beginning site improvement procedures. Design will be in accordance with the City of Murfreesboro criteria. Specific improvements will include considerations for sedimentation barriers, siltation fences, sedimentation ponds, tree protection and other measures. Plan will be submitted to the City of Murfreesboro for review.
2. **TDEC/NOI/NPDES Permit** - Ragan-Smith will submit plans to the Tennessee Department of Environment and Conservation (TDEC) with a "Notice of Intent"

for grading operations on this site as required to obtain Notice of Coverage under the General NPDES Permit for Stormwater Discharges Associated with Construction Activity. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the project and included with the NOI application.

D. Storm Water Management

1. **Grading** - Ragan-Smith will provide engineering design and preparation of construction plans for proposed grading improvements of earthwork materials on this site. Design plans will include proposed grade contours and spot elevations sufficient for construction and contractor's computation of cuts and fills and assessment of potential for balance of material on site or requirements for "borrow" and "haul-off", temporary placement, and redistribution of available topsoil.
2. **Site Drainage** - Ragan-Smith will provide engineering design, layout and preparation of site drainage improvement plans for control of storm water run-off in compliance with the storm water management criteria of the City of Murfreesboro. Design will include considerations for storm water piping, catch basins, junction boxes, special ditching and other improvements and specifics relative to adequate control of site storm water runoff. We will analyze storm water hydrology and prepare study calculations for the hydraulics of storm water systems and water quality compliance. Drainage design and hydrology/hydraulic studies will be submitted to the City of Murfreesboro for review.
3. **Stormwater Management Permit Application** - Ragan-Smith will provide engineering services for the preparation of the Stormwater Management Permit Application. The application requires the preparation and completion of the Inspection and Maintenance Agreement and Long Term Maintenance Plan documents. After completion and signature, both of these documents will be recorded in the Register's Office for Rutherford County.

E. Site Utilities (Private)

1. **Water** - Ragan-Smith will provide engineering design and preparation of construction plans for the installation of proposed private water lines for this development. Design will consist of layout for the domestic and fire lines required to service the proposed building including extension from existing water line at the lot perimeter to within five feet of building. Construction plans will be submitted to the Consolidated Utility District for review. Water line size(s) and adequate pressure and flow required for the building will be designed/provided by the building mechanical engineer/fire sprinkler designer if needed. Fire hydrant flow test and other hydraulic analysis required for fire protection based on the specific building design is the responsibility of the building mechanical engineer/fire sprinkler contractor and/or designer.
2. **Sanitary Sewer** - Ragan-Smith will provide engineering design and preparation of construction plans for sanitary sewer systems for this development. Sanitary sewer laterals will be extended from existing public sanitary sewer at the perimeter of the project property lines to within five feet of building as required for service. All lines will be private ownership. Construction plans will be submitted to the City of Murfreesboro Water and Sewer Department for review.
3. **Utility Coordination** - Ragan-Smith will coordinate with the various utility agencies for electrical, telephone and cable services lines to the site.

4. **Site Lighting Plan** – Due to limited improvements, Ragan-Smith anticipates that lighting will be accomplished by wall packs on the building therefore, no photometric plan is anticipated.

F. Approvals/Permitting

Ragan-Smith will attend and provide representation at meetings required for the project review and approval. We will provide coordination locally for submission and approval of the site related items. City of Murfreesboro departments or other agencies included in the process are:

- Murfreesboro Parks and Recreation Commission
- Murfreesboro Planning Commission
- Murfreesboro Planning Department
- Murfreesboro Public Works Department
- Murfreesboro Sewer Department
- Consolidated Utility District (Water)

IV. Landscape Architecture

Ragan-Smith proposes to provide the following Landscape Architecture services.

A. Planting Plan

Ragan-Smith will provide landscape architecture services, including design and preparation of construction plans for the installation of site landscaping. Construction plans will include placement, detailing and specifications required for the installation of all planting materials. Also considered will be re-stabilization of disturbed areas, site ground cover, and evaluation of green space open area. Planting plans will be prepared in accordance with the criteria of the City of Murfreesboro and submitted for review.

B. Tree Ordinance Permitting

Ragan-Smith will provide landscape architectural services for the evaluation and accounting of subject site development in accordance with the City of Murfreesboro landscape requirements. Items of work will include inventory of existing trees and compiling of proposed landscape architectural planting plans in compliance with the City of Murfreesboro's requirements. The tree ordinance application will be submitted to the City of Murfreesboro for approval.

V. Architectural Services

Ragan-Smith will work with H. Michael Hindman Architects (HMHA) to provide architectural services including design development, architectural construction documents and permitting.

This project includes the option to park maintenance buildings, identified in the Future Park Maintenance Facilities Report, to be located at McKnight Park and Old Fort Park in the City of Murfreesboro. Project specifics are as follows:

McKnight Park – The building will be a 5,200 s.f. pre-engineered structure including an open shed area and enclosed space. Vehicle maintenance and storage facilities are included in the

building as well as small support office area and restrooms. A mezzanine with approximately 1,125 s.f. is also included.

Old Fort Park – The building will be a 7,150 s.f. pre-engineered structure including an open shed area and enclosed space. Vehicle maintenance and storage facilities are included in the building as well as small support office area and restrooms. A mezzanine with approximately 1,700 s.f. is also included.

Fees for structural, mechanical and electrical engineering services as described herein are included.

Civil engineering, landscape design and general project management will be provided by **Ragan-Smith**. Surveying, platting, rezoning, traffic studies, environmental impact studies, geotechnical investigations, construction phase testing, floodway studies, off-site utilities and road work are not included. Coordination with these disciplines is included.

Items A-D shall be accomplished within 28 weeks of the signing of this contract. The deadline for the remaining items will be established by the construction contract that results from this design agreement.

A. Phase I: Schematic Design

Schematic Design services will include the development of plans and exterior elevations in coordination with the requirements of the client and the City of Murfreesboro Parks Department.

B. Phase II: Planning Commission Submittal

Planning Commission submittal will require full detailed elevations for all buildings with colored renderings and material samples. Full site development plans including grading & drainage, utilities, and landscaping are also required for the submittal. Services in this phase will also include meetings with the local Planning and Engineering Staff and representation before the Murfreesboro Planning Commission. Multiple submittals required by owner changes will result in additional fees.

C. Phase III: Construction Documents

The Construction Document phase of the work will include construction document drawings and specifications, including architectural, structural, mechanical & plumbing and electrical plans.

D. Phase IV: Bidding and Permitting

Normal professional services during this phase include the following:

1. Issuing plans for pricing
2. Responding to contractor's inquiries
3. Submitting plans to local jurisdiction for permitting
4. Responding to comments from Codes authorities and making reasonable corrections as required.

E. Phase V: Construction Administration

Normal project administration services including answering construction questions, reviewing shop drawings and material submittals, and construction observation are included in this phase.

VI. Construction Administration

Ragan-Smith will provide, on a limited basis, civil engineering services for inspection and assistance during the construction phase for the project. Construction services may include (1) project coordination meetings, (2) draw request review, (3) trouble shooting, (4) site inspections (5) review of shop drawings, (6) preparation of site punch list, (7) project review for compliance with approved plans, and (8) other incidental items related to quality of construction and timely completion of project.

VII. Post-Construction Inspections/Certification

In order to receive the final Use and Occupancy Permit (U&O) and release bonds for the project, Ragan-Smith may be required to provide the following inspections and/or as-built surveys to certify that the improvements have been installed according to the site development plans.

- Engineer's Certification
- Landscape inspection and certification

SERVICES NOT INCLUDED

Professional services not included (not limited) in this agreement but may be required by Ragan-Smith for execution of the above Scope of Services:

- Geotechnical Report
- Final Plat
- Irrigation Plans

Professional services Ragan-Smith is capable of providing, however, not included (not limited) in this agreement and not currently anticipated to be required are:

- Off-Site/On-Site Public Infrastructure, including Roadway, Drainage, Water or Sanitary Sewers
- Traffic Impact Study
- Hydrologic Studies, Aquatic Resource Alteration Permits, CORPS 404 Permits
- Post-Permitting Services
- Construction Administration, Surveying Staking
- Retaining Wall Design
- Irrigation Design
- Written Technical Specifications

COMPENSATION

Ragan-Smith will provide the above Scope of Services on an *hourly not to exceed basis of \$147,000.00* per the attached *Exhibit A, Services and Expenses, Contract Terms and Conditions*.

Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the *Ragan-Smith Schedule of Services and Expenses, Contract Terms and Conditions* (attached). Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

We appreciate the opportunity to provide this proposal to you. If you agree to the terms, please sign and return a copy of this document that will serve as authorization to proceed with the work.

Angela Jackson, Park and Recreation Director
Park and Recreation Maintenance Facilities
May 1, 2017
Page 7

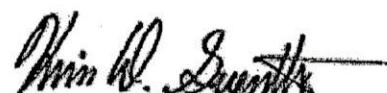
RAGAN SMITH

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.



Randy C. Caldwell, RLA, LEED AP
Executive Vice President



Kevin Guenther PLA, LEED AP
Associate

RCC/KDG:kal

Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED

By: M. Sh. Mc

Date: 6/8/17

Printed/Typed Name: Shane McFarland

Title Mayor, City of Murfreesboro

COUNCIL COMMUNICATION

Meeting Date: 8/16/2018

Item Title: Annual Tennessee Airport Maintenance Grant

Department: Airport

Presented by: Chad Gehrke, Airport 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 The Tennessee Aeronautics Division has provided the City of Murfreesboro a Grant for \$14,300.00 to cover the cost of various airport maintenance and repair items for fiscal year 2019.

Staff Recommendation Staff recommends approval of the 2019 Tennessee Airport Maintenance Grant.

Background Information Each year the Tennessee Aeronautics Division provides the Murfreesboro Municipal Airport \$14,300.00 to assist with routine airfield maintenance and repairs. Each year the Airport utilizes 100% of the funds in maintenance expenses at the airport.

Council Priorities Served This Grant assists with many of the Council's priorities by maintaining:

Safe and Livable Neighborhoods through providing annual maintenance and repairs of our facilities for the traveling public that use our airport on a daily basis.

Strong and Sustainable Financial and Economic Health is more achievable through State and Federal Grants like this one which assist in the growing cost to maintain our airport and the airport system across our great state.

Excellent Services with a Focus on Customer Service is improved with these types of Grants in that our airports reflect the character of the communities they serve. A well-maintained airport represents a community that cares about its citizens, their health, their safety, and their businesses. This in the long run benefits our local businesses as well as making a positive impact on the economy in Tennessee. Tennessee Airports mean business.

Fiscal Impacts While maintenance and repair expenditures make up a tremendous amount of our annual airport budget, this Grant assists with what is equal to around three to four months of maintenance and repair costs which in the big picture contributes the Murfreesboro Airport to remain self-sustaining.

Operational Issues No operational issues are anticipated with this Grant.

Attachments:

1.

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: CIP Funds Transfer

Department: Engineering

Presented by: Melissa Wright, City Recorder *(NW)*

Requested Council Action:

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

Summary

Funding for capital improvement projects is provided by TMBF Loans / Bonds. Funds are allocated to projects in the Capital Improvement Plan that is approved by City Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council.

Background Information

Funding for Kingdom Drive Bridge needs to be increased by \$300,000. The City Engineer recommends using \$182,407.18 from the 2012 TMBF remaining from competed road projects and \$117,592.82 from the Lytle Street Phase 2 project included in the 2018 Bond.

Fiscal Impacts

None. Total CIP funds will not change as CIP funds will be transferred between projects.

Attachments:

1. CIP Funds Transfer Request – 2012 TML for Kingdom Drive Bridge
2. CIP Funds Transfer Request – 2018 Bond for Kingdom Drive Bridge



... creating a better quality of life

CIP Funds Transfer Request for Kingdom Drive Bridge

Mr. Tindall,

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

CIP Loan 2012 TMBF

Transfer CIP funds from:

Maple Street Alley	\$ 20,486.55	Kingdom Drive Bridge	\$ 182,407.18
Veterans Parkway Phase 2B	\$ 36,770.35		
Veterans Parkway / Barfield	\$ 49,453.00		
Bradyville Pike	\$ 75,697.28		
TOTAL TRANSFER	<u>\$ 182,407.18</u>	TOTAL TRANSFER	<u>\$ 182,407.18</u>

Explanation: Transfer balances of completed project funds (Maple Street Alley and Veterans Pkwy 2B).

Transfer from Veterans Parkway / Barfield leaves \$30,000 to be used for ROW costs. Transfer balance

of funds available for Bradyville Pike because there are adequate funds available in the 2016 and

2018 Bonds to cover the balance of the City's financial responsibility under the TDOT contract.

C. Tindall Aug 2 2018
Department Head Signature Date

Nicki J Massay 8-2-18
Reviewed by Finance Date

Approved C. Tindall 8/2/18
City Manager
Declined Date



... creating a better quality of life

CIP Funds Transfer Request for Kingdom Drive Bridge

Mr. Tindall:

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

CIP Loan 2018 Bond

Transfer CIP funds from:

Lytle Street Phase 2 \$ 117,592.82

Transfer CIP funds to:

Kingdom Drive Bridge \$ 117,592.82

TOTAL TRANSFER \$ 117,592.82

TOTAL TRANSFER \$ 117,592.82

Explanation: The costs of Lytle Street Phase 2 are expected to be lower than anticipated due

to funding to come from Rutherford County. A portion of the 2018 Bond available for Lytle Street

Phase 2 can be used for Kingdom Drive Bridge, leaving \$2,458,235.70 at the time of the transfer.

This transfer plus the amounts transferred from the 2012 TML increases Kingdom Drive funding by

a total of \$300,000. Total CIP funds (2012 TML and 2018 Bond) available for Kingdom Drive Bridge

at time of the transfer is \$1,656,380.30.

A handwritten signature in blue ink, appearing to read "CHM".

Department Head Signature

8-2-18

Date

A handwritten signature in blue ink, appearing to read "Vicki J. Massey".

Reviewed by Finance

8-2-18

Date

Approved

A handwritten signature in blue ink, appearing to read "City Manager".

Declined

8-2-18

Date

COUNCIL COMMUNICATION

Meeting Date: 8-16-18

Item Title: Retail Liquor Certificate of Compliance Renewal –Longhorn Liquor at 223 NW Broad Street

Department: Finance

Presented by: Melissa Wright, City Recorder

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

TCA 57-3-208 requires a Retail Liquor Certificate of Compliance to accompany all license applications for retail liquor stores. This certificate must be signed by the Mayor or City Council majority.

Staff Recommendation

The applications from Devendrabhai Patel, Kinnariben Patel, and Bhadresh Patel for Longhorn Liquor at 223 NW Broad St. meet requirements and are recommended to be approved.

Background Information

The applications for Longhorn Liquor at 223 NW Broad St. are to meet the two-year requirement for renewal of the existing license. If approved this certificate will become a part of the corporation's application to the Tennessee Alcoholic Beverage Commission for license renewal consideration.

Attachments:

1. Request Summary

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Devendrabhai Patel
Age	65
Home Address	315 Sword Lane
Residency City/State	Mt. Juliet, TN
Race/Sex	Asian/M

10 Year Background Check Findings:

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

Name	Kinnariben Patel
Age	40
Home Address	917 Everyman Ct.
Residency City/State	Columbia, TN
Race/Sex	Asian/F

10 Year Background Check Findings:

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

Name	Bhadresh Patel
Age	43
Home Address	917 Everyman Ct.
Residency City/State	Columbia, TN
Race/Sex	Asian/M

10 Year Background Check Findings:

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

Name of Business Entity

Vishnu Enterprise Inc.

Name of Business

Longhorn Liquor

Business Location

223 NW Broad street

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input type="checkbox"/>
Name Change	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

Application Completed Properly? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: 2018 Justice Assistance Grant Application and MOU with Rutherford County Sheriff's Office

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Memorandum of Understanding between the City and the Rutherford Council Sheriff's Office for submission of 2018 Justice Assistance Grant (JAG).

Staff Recommendation

Approve the application for the 2018 JAG and to enter into a MOU with the RCSO for sharing of grant funds.

Background Information

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$61,297 from the 2018 Edward Byrne Memorial Justice Assistance Grant. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$30,649 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is August 22, 2018 and must be completed online.

Amanda DeRosia has previously been designated as a Financial Point of Contact (Program Contact) for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and to represent the County and City.

Council Priorities Served

Safe and Livable Neighborhoods

Equipment purchased by the JAG will enhance public safety. Specifically, tasers are a critical law enforcement tool that allows the officers to have a non-lethal use of force option when encountering situations in the field.

Fiscal Impacts

Total federal award is \$61,297.00, with \$30,649 allocated to the City. No matching funds are required.

Attachments:

- 1.** 2018 Tennessee Local JAG Allocations
- 2.** MOU between the City and RCSO

2018 TENNESSEE LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2018 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	BEDFORD COUNTY	County	*	
TN	SHELBYVILLE CITY	Municipal	\$10,037	\$10,037
TN	BRADLEY COUNTY	County	\$12,821	
TN	CLEVELAND CITY	Municipal	\$25,215	\$38,036
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$15,762	\$15,762
TN	HAMBLEN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$13,472	\$13,472
TN	HAMILTON COUNTY	County	\$18,659	
TN	CHATTANOOGA CITY	Municipal	\$117,206	\$135,865
TN	KNOX COUNTY	County	\$42,167	
TN	KNOXVILLE CITY	Municipal	\$112,401	\$154,568
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$46,994	\$46,994
TN	MARSHALL COUNTY	County	*	
TN	LEWISBURG CITY	Municipal	\$11,025	\$11,025
TN	MAURY COUNTY	County	*	
TN	COLUMBIA CITY	Municipal	\$15,560	\$15,560
TN	MCMINN COUNTY	County	*	
TN	ATHENS CITY	Municipal	\$10,800	\$10,800
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$62,577	\$62,577
TN	RUTHERFORD COUNTY	County	\$13,966	
TN	MURFREESBORO CITY	Municipal	\$47,331	\$61,297
TN	SHELBY COUNTY	County	\$37,429	
TN	MEMPHIS CITY	Municipal	\$783,234	\$820,663
TN	WASHINGTON COUNTY	County	\$10,957	
TN	JOHNSON CITY	Municipal	\$16,548	\$27,505
TN	WILSON COUNTY	County	*	
TN	LEBANON CITY	Municipal	\$15,178	\$15,178

TN	BARTLETT CITY	Municipal	\$11,900	
TN	BLOUNT COUNTY	County	\$23,441	
TN	COVINGTON CITY	Municipal	\$11,900	
TN	EAST RIDGE CITY	Municipal	\$11,833	
TN	GREENE COUNTY	County	\$10,284	
TN	KINGSPORT CITY	Municipal	\$23,284	
TN	LA VERGNE CITY	Municipal	\$18,838	
TN	NASHVILLE AND DAVIDSON COUNTY METROPOLITAN GOVERNMENT	Municipal	\$495,317	
TN	SMYRNA TOWN	Municipal	\$13,270	
TN	SULLIVAN COUNTY	County	\$18,254	
TN	TIPTON COUNTY	County	\$12,215	
	Local total		\$2,089,875	

THE STATE OF TENNESSEE
COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2018, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$30,649.00 and Rutherford County receiving \$30,648.00; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to draw from grant and pay COUNTY a total of \$30,648.00 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$30,649.00 of JAG funds to spend within grant guidelines.

Section 2.

COUNTY agrees to use \$30,648.00 for the 2018 Law Enforcement Equipment Purchase Program from October 1, 2018 until September 30, 2022.

CITY agrees to use \$30,649.00 for the 2018 Law Enforcement Equipment Purchase Program from October 1, 2018 until September 30, 2022.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibits A and B hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

City Mayor

County Mayor

County Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

ATTEST:

City Recorder

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Purchase Server Equipment for Police and Fire Rescue Operations

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Purchase of server equipment to enhance processing capacity for the new Police Headquarters.

Staff Recommendation

Approve the purchase of the server equipment from the CIP Budget.

Background Information

The server equipment will provide additional overhead capacity for our virtual servers providing data services to both Police and Fire Rescue. This purchase includes all hardware and software to provide necessary capacity throughout the facility. Items will be purchased from the US Communities IT Products, Services and Solutions Contract with budgeted CIP and O&M funds.

Council Priorities Served

Safe and Livable Neighborhoods

Ensures that equipment used by staff to provide public safety services to the community is properly assembled, maintained and repaired.

Fiscal Impacts

Total cost is \$30,412.62.

Attachments:

1. Insight Quotations 0219922175

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO PARTY

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.

Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation

Quotation Number : 219922175
Document Date : 21-MAR-2018
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : 8004674448

Material	Material Description	Quantity	Unit Price	Extended Price
P9D74A	HPE Hyper Converged 380 Cluster Appliance - License - 1 node U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 20566.99 Discount %: 33.97%	1	13,580.61	13,580.61
P9D74A#101	HPE Hyper Converged 380 General Virtualization Software - License - 1 expansion node U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 1.99 Discount %: 100.00%	1	0.00	0.00
817951-L21	Intel Xeon E5-2680V4 / 2.4 GHz processor U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 2736.99 Discount %: 26.85%	1	2,002.19	2,002.19
817951-B21	Intel Xeon E5-2680V4 / 2.4 GHz processor U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 2064.99 Discount %: 3.60%	1	1,990.65	1,990.65
836220-B21	HPE - DDR4 - 16 GB - DIMM 288-pin U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 540.99 Discount %: 52.12%	8	259.01	2,072.08
870759-B21	HPE Enterprise - hard drive - 900 GB - SAS 12Gb/s U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 967.99 Discount %: 55.54%	6	430.39	2,582.34

Material	Material Description	Quantity	Unit Price	Extended Price
<u>875470-B21</u>	HPE Mixed Use - solid state drive - 480 GB - SATA 6Gb/s U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 753.99 Discount %: 52.90%	2	355.11	710.22
<u>719073-B21</u>	HPE PCI Express Riser Kit - riser card U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 85.99 Discount %: 31.31%	1	59.07	59.07
<u>726897-B21</u>	HPE Smart Array P840/4GB with FBWC - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 1009.99 Discount %: 60.39%	1	400.08	400.08
<u>749974-B21</u>	HPE Smart Array P440ar/2GB with FBWC - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 496.99 Discount %: 40.77%	1	294.36	294.36
<u>665243-B21</u>	HPE 560FLR-SFP+ - network adapter U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 541.99 Discount %: 42.43%	1	312.04	312.04
<u>720478-B21</u>	HPE - power supply - hot-plug / redundant - 500 Watt - 564 VA U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 289.99 Discount %: 49.95%	2	145.14	290.28
<u>P9D85A</u>	HPE Hyper Converged 380 Base Software - License - 1 node U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.00%	1	0.00	0.00
<u>783009-B21</u>	HPE SAS internal cable kit U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 69.99 Discount %: 35.88%	2	44.88	89.76
<u>786092-B21</u>	HPE SAS internal cable kit U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 59.99 Discount %: 36.09%	1	38.34	38.34
<u>733664-B21</u>	HPE cable management arm - 2U U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 52.99 Discount %: 37.54%	1	33.10	33.10

Material	Material Description	Quantity	Unit Price	Extended Price
<u>666988-B21</u>	HPE system cabinet bezel kit - 2U U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 49.99 Discount %: 39.27%	1	30.36	30.36
<u>733660-B21</u>	HPE Small Form Factor Easy Install Rail Kit - rack rail kit - 2U U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 80.99 Discount %: 42.18%	1	46.83	46.83
<u>758959-B22</u>	HPE - controller mode U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.00%	1	0.00	0.00
<u>768900-B21</u>	HPE - systems insight display kit U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 129.99 Discount %: 46.26%	1	69.86	69.86
<u>H1K92A3</u>	HP 3Y 4 HR 24X7 PROACTIVE CARE SVC U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.00%	1	0.00	0.00
<u>H1K92A3#XW4</u>	HPE Proactive Care 24x7 Service - extended service agreement - 3 years - on-site U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 8557.99 Discount %: 48.49%	1	4,408.11	4,408.11
<u>HA124A1</u>	HPE Installation & Startup Service - installation / configuration - 1 incident - on-site U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 0.99 Discount %: 100.00%	1	0.00	0.00
<u>HA124A1#5Z0</u>	HPE Installation & Startup Service - installation / configuration - on-site U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 1750.99 Discount %: 19.91%	1	1,402.34	1,402.34

Product Subtotal	24,602.17
Services Subtotal	5,810.45
TAX	0.00
Total	30,412.62

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
8004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax 4807608991

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Contract with Forensic Technology for Purchase of Forensic Equipment

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Contract with Forensic Technology for the purchase, installation, training, and one-year warranty for parts, labor, and software upgrades on Brasstrax Acquisition Station (3-D imaging equipment) and Matchpoint Analysis Station for Cartridges Cases.

Staff Recommendation

Approval of contract with Forensic Technology.

Background Information

On 6/21/18, Council approved the application for the Edward Byrne Memorial Justice Assistance Grant Program 2014 and the purchase of Brasstrax Acquisition Station and Matchpoint Analysis Station for Cartridges Cases. The total cost for the equipment, \$200,000, will be funded from the grant award. Forensic Technology, Inc. is a sole source vendor for this equipment.

Council Priorities Served

Save and Livable Neighborhoods

This purchase provides Criminal Investigations staff with advanced technical capabilities to investigate violent crimes including crimes involving the use of firearms.

Fiscal Impacts

Grant funded purchase; no General Fund impact.

Attachments:

1. Contract
2. Budgetary Proposal
3. Grant Contract

**AGREEMENT BETWEEN THE
CITY OF MURFREESBORO
AND
FORENSIC TECHNOLOGY, INC.
FOR
INTEGRATED BALLISTICS IDENTIFICATION SYSTEM (IBIS®) TRAX-HD3D™ SOLUTION**

WHEREAS, the City of Murfreesboro, on behalf of the Murfreesboro Police Department, received a grant award of \$200,000.00 from the Edward G. Byrne Memorial Justice Assistance Grant 2014 through the United States Department of Justice; and

WHEREAS, the City desires to purchase the Brasstrax Acquisition Station (Computer 3D Imaging Equipment) and MATCHPOINT Analysis Station for Cartridges Cases from Ultra Electronics Forensic Technology Inc. (hereinafter referred to as Forensic Technology) using the Edward G. Byrne Memorial Justice Assistance Grant 2014 in order to participate in the ATF National Integrated Ballistic Information Network (NIBIN); and

WHEREAS, the Murfreesboro Police Department (MPD) is entering into a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to establish and define a partnership between the MPD and ATF that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution; and

WHEREAS, the Murfreesboro Police Department will encourage all other qualifying law enforcement agencies within Rutherford County and 6th Judicial District to bring their firearm related evidence to the Murfreesboro Police Department to enter into the NIBIN system; and

WHEREAS, the equipment subject to this agreement is the equipment approved for use in the NIBIN; and

WHEREAS, the IBISTRAX-HD3D products use the IBISTRAX-HD3D technology, encompassing a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary, commercially-sensitive information that is only usable by those employees of Forensic Technology, who have been duly authorized and trained to do so; and

WHEREAS, consequently, Forensic Technology is the only company that can provide their proprietary products, IBIS, IBISTRAX-HD3D (BRASSTRAX-3D Acquisition Station and BULLETTRAX-3D Acquisition Station), MATCHPOINT, MATCHPOINT+ and Data Concentrator hardware and software, as well as maintenance, upgrades and service, including data migration, moving and training services pertaining thereto; and

WHEREAS, furthermore, IBISTRAX-3D and IBISTRAX-HD3D, currently in use in the United States under the ATF NIBIN program, is the only technology that will work on the NIBIN Network, as other technologies are not compatible with the NIBIN Network; and

WHEREAS, in light of the information set forth above and in the Sole Source Justification Letter issued by Forensic Technology and attached hereto as Attachment B, the Murfreesboro City Council voted to waive the competitive purchasing policy requirements due to the fact that Ultra Electronics Forensic Technology Inc. is the sole source company that can provide their proprietary products, IBIS, IBISTRAX-HD3D which are being purchased through this contract:

NOW THEREFORE, this Agreement is entered into and effective as of the ____ day of August 2018, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Forensic Technology, Inc., an associate company of Ultra Electronics Forensic Technology Inc.**, a corporation of the State of Florida ("Contractor").

This Agreement consists of the following documents:

- This document;
- Contractor's Budgetary Proposal, dated June 11, 2018 ("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; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor. Contractor shall provide the City with the goods and services specified in the Executive Summary of the Contractor's Budgetary Proposal.

2. Term. This Agreement may be terminated in whole or in part:

- Upon 30-day prior notice, for the convenience of the City.
- 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
- 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.
- 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. **Compensation; Method of Payment.** The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of \$200,000. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. **Indemnification.**

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

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

Craig Tindall, City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:

Forensic Technology, Inc.
An associate company of Ultra Electronics Forensic
Technology, Inc.
7975 – 114th Ave. N.
Largo, FL 33773-5028

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

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

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

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in

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

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

document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of August __, 2018 (the "Effective Date").

Forensic Technology, Inc.

By: Gregory Field

Its: Vice President, Finance

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

Adam F. Tucker, Interim City Attorney



FORENSIC
TECHNOLOGY

BUDGETARY PROPOSAL

For an

IBIS® TRAX-HD3D™ SOLUTION

Submitted to the:

Murfreesboro Police Department
302 S. Church St.
Murfreesboro, TN 37130

Attention: Detective Sergeant Tommy Massey

By:

Forensic Technology, Inc.
An associate company of Ultra Electronics Forensic Technology Inc.
7975 - 114th Ave. N.
Largo, FL 33773-5028
USA

Date: July 23, 2018
Our Reference No.: S-06352, Rev. 03

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are exempt from disclosure under the Freedom of information Act, that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

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1 Executive Summary

Forensic Technology, Inc., an associate company of Ultra Electronics Forensic Technology Inc. (hereinafter referred to as Forensic Technology) is pleased to provide the Murfreesboro Police Department (hereinafter referred to as the Customer) with this budgetary price quote for our latest generation of Integrated Ballistics Identification System (IBIS®).

The total price is US\$200,000 for the provision of:

- One (1) IBIS® BRASSTRAX™ Acquisition Station
- One (1) IBIS® MATCHPOINT™ Analysis Station for Cartridge Cases to connect to ATF's IBIS® Data Concentrator and IBIS® Correlation Server

The BRASSTRAX Acquisition Station and the MATCHPOINT Analysis Station will allow the Customer to respectively collect 2D and 3D images of cartridge case evidence and analyze the correlation results. The captured images will be stored on a remote NIBIN-IBIS Data Concentrator and subsequently correlated on a remote NIBIN-IBIS Correlation Server.

The proposed equipment includes a **one-year warranty**. The Customer can extend the warranty to maintain the products at their optimal operating level and yield the best return on investment. At the time of purchase, substantial savings can be achieved through the acquisition of multi-year SafeGuard plans. Please refer to Section 4.1 for pricing information on these optional plans.

The total prices also includes the following services:

- On-site installation and start-up by our certified technicians
- On-site training of system users
- One-year and ten (10) days warranty covering parts, labor and software upgrades
- Technical hotline, 24 hours a day, 7 days a week
- Travel and living expenses for our installer and instructor
- Shipping charges DDP Customer Premises (Incoterms 2010)

The following sections provide additional details on this budgetary proposal, including system overview, conditions of sale, and warranty.

Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Brandon Huntley** in Phoenix, Arizona, United States at telephone number +1 602 826 8802 or via e-mail at brandon.huntley@ultra-ft.com.

2 About Forensic Technology

Forensic Technology started its operations in January 1991, when Walsh Automation Inc. formed a division dedicated to increasing the effectiveness of forensic science through the application of automation technology. Today, Forensic Technology employs more than 250 people worldwide from a variety of disciplines, including engineering, forensic science, information technology, law enforcement and security – all engaged in providing ballistic identification and analysis solutions with IBIS.

Over the past 25 years, Forensic Technology has cultivated world-class expertise in understanding the unique markings left on spent bullets and cartridge cases from thousands of different firearms and ammunition types, and has built a series of robust correlation algorithms capable of sifting through millions of exhibits to provide prospective matches to firearms examiners. Our investment in the development of automated acquisition techniques, high-performance correlation algorithms and intuitive analysis tools is driven by a highly qualified team of scientists, recognized for their depth of knowledge in the field of forensic ballistics.

In 2011, Forensic Technology acquired Projectina AG, a world leader in the development and manufacture of forensic science products and high-end optical components. Projectina's comparison microscopes, document examination instruments and crime scene products complement Forensic Technology's core competencies.

In 2014, Forensic Technology and its subsidiaries were acquired by Ultra Electronics Holdings plc (<http://www.ultra-electronics.com>), a successful defense, security, transport and energy company with a long, consistent track record of development and growth. Ultra Electronics manages a portfolio of specialist capabilities generating innovative solutions to customer needs. Ultra applies electronic and software technologies in demanding and critical environments ranging from military applications, through safety-critical devices in aircraft, to nuclear controls and sensor measurement. These capabilities have seen Ultra's highly differentiated products contributing to a large number of platforms and programs.

Governments and agencies in 70 countries and territories depend on Forensic Technology for cost-effective and reliable solutions that solve firearm-related crime and promote a safer society. To provide support, Forensic Technology has offices around the world, including:

- **Montreal, Quebec, Canada** (head office and training center)
- **Largo, Florida, USA** (customer support and training center)
- **Dublin, Ireland** (customer support)
- **Pretoria, South Africa** (customer support)
- **Bangkok, Thailand** (customer support)
- **Heerbrugg, Switzerland** (Projectina head office and training center)

Forensic Technology has deployed over 1,100 systems at 399 customer locations including the Royal Canadian Mounted Police (RCMP); the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); the South African Police Service (SAPS); the Australian Crime Intelligence Commission (ACIC); the London Metropolitan Police; and the Netherlands Forensic Institute (NFI). A complete listing of our customers by country and by agency is available upon request.

3 Product Description

Forensic Technology offers modular and scalable ballistic identification solutions that cater to the needs of Customers. We provide a series of system components that, when interconnected via an Ethernet Local Area Network (LAN) or Wide Area Network (WAN), create the required automated ballistic identification system. In addition, our IBIS TRAX-HD3D system can be complemented with Projectina comparison and/or stereo zoom microscopes providing Customers with complete ballistic analysis solutions.



Below is a list of the proposed products followed by a functional description of each product.

- BRASSTRAX Acquisition Station
- MATCHPOINT Analysis Station for Cartridge Cases

3.1 BRASSTRAX Acquisition Station

BRASSTRAX is the cartridge case-imaging component of the IBIS TRAX-HD3D product family. It digitally captures the areas of interest from the head of a cartridge case in 2D and 3D, offering considerable impression detail and multiple viewing perspectives.

BRASSTRAX is designed as a user-friendly, automated system that can be operated by law enforcement personnel who have minimal specialized training.

BRASSTRAX is equipped with cutting-edge 3D technology that allows the capture of high-definition 3D topography at the micrometer level, in addition to the high-resolution 2D images that are compatible with images from previous IBIS versions. This 3D technology was custom-designed by Forensic Technology to provide optimal performance for the specific characteristics of cartridge cases.

BRASSTRAX uploads the acquired data to the Data Concentrator, which processes it for correlation by the Correlation Server.



Figure 1 – BRASSTRAX Acquisition Station

Features

- Management of case, cartridge case exhibit, and firearm exhibit information
- Automated capture of the primer area, including breech face mark, centerfire firing pin impression, in 2D and 3D, as well as the complete head stamp
- Semi-automated capture of ejector mark and rim fire firing pin impression, in 2D and 3D
- Multiple light sources, including the patented IBIS ring light
- Multiple magnification levels
- Support of all calibers ranging from 0.17 to 0.50 and from 410 bore to 10 gauge for shot shells
- Superior 2D image quality and 3D data precision for greater correlation accuracy and optimal visual comparison capabilities
- Automated positioning, focus, lighting, and region-of-interest outlining
- Automated flowback and washout detection and correction
- Automated self-test and adjustment
- Automated acquisition reduces operator variability and ensures consistent image quality for optimal comparison performance
- Hands-off operation allows multitasking
- Minimal user training and expertise to operate
- Detailed online help and user guides

3.2 MATCHPOINT Analysis Station for Cartridge Cases

MATCHPOINT is the comparative analysis component of the IBIS TRAX-HD3D product family. It is the expert's analysis station for reviewing the potential match results returned by the Correlation Server. It provides dynamic 2D and 3D visualization tools enabling firearm examiners to make faster and more informed comparison conclusions.

An extensive array of viewers and functions assist with the identification of similar candidates. High-level analysis of correlation results and visual comparisons allow for the rapid elimination of non-matches. Powerful in-depth visualization tools provide capabilities far beyond those of the conventional comparison microscope, and make it easier to recognize high-confidence matches.

The work done using MATCHPOINT significantly increases the identification success rate, and decreases the effort required for ultimate confirmation on a conventional comparison microscope.

Features

- Display of independent scores for each correlated region of interest's 2D image type and 3D topography
- Ability to view a graphical representation of the correlation results, to expedite analysis
- Ability to view correlation results and images in a tile-screen mode to simultaneously display multiple cartridge case images
- Ability to compare exhibit pairs in a side-by-side mode for in-depth analysis, similar to the experience of using a comparison microscope, with many controls and tools
- Optimal viewing of surface markings with the adjustable combination of 2D and 3D, offering new perspectives and revealing useful shape and marking information
- 3D rendering allowing the operator to simulate different light conditions and surface compositions after the acquisition process
- Display of the 3D topography as a depth scale image
- Combination of the enhanced surface markings and the realistic shape makes it easier to locate and emphasize significant markings
- Display of an all-in-focus image of a cartridge case's primer area with every point in perfect focus on a single image, for easier visual comparisons
- Cross-section profiles
- Ability to manage and link potential matches and positive identifications
- Ability to handle cartridge case images acquired by IBIS Heritage, IBIS TRAX-3D, and IBIS TRAX-HD3D acquisition stations
- Ability to manually view and compare all exhibits in the IBIS database
- Ability to generate standard and customizable reports

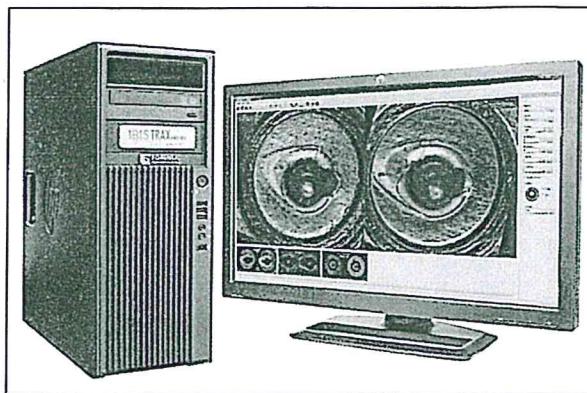


Figure 2 – MATCHPOINT Analysis Station

- Ability to create manual correlation requests
- Color printing of reports, information screens, viewer screens, and results

NOTE: The MATCHPOINT offered in this proposal does not include the 3D Bullet Viewer software license, meaning that the tools for viewing and analyzing bullets are not available.

3.3 Networking

IBIS features networking capabilities using the TCP/IP communications protocol. An IBIS network is fully compliant with industry standards for communication services such as SDSL, cable, satellite, and Ethernet.

The implementation of a network will extend the features of IBIS across a nation and beyond its borders. Some of these features include:

- Access to a shared Correlation Server and Data Concentrator
- Quickly share information across jurisdictions without depending on human intervention to transfer data
- Automatic correlation of newly acquired exhibits against an IBIS database, which could be based on geographical regions, with regional and national coverage
- Ability to request that a manual correlation be performed against a specific database subset that may differ from that of the automatic correlation request
- Update of common data to ensure data synchronization at all IBIS sites
- Image transfer from any site to any site for comparison purposes
- Generation of statistical and data reports from any analysis station on the network

Please refer to section 6.5.4 *Communications Lines for Providing Remote Technical Support and Networking IBIS Systems* for complete details on the required communications lines.

NOTE: ATF will be fully responsible for the provision, maintenance and financing of all telecommunication lines.

4 Pricing and Standard Terms

This section delineates our prices and standard terms.

4.1 Pricing

Item	Description	Unit Price	Qty	Total Price (USD)
1.	BRASSTRAX Acquisition Station	\$131,500	1	\$131,500
2.	MATCHPOINT Analysis Station for Cartridge Cases	\$60,500	1	\$60,500
3.	Services include installation and commissioning, on-site training for up to two (2) trainees, and one-year warranty for items 1 and 2 above.	n/a	1 lot	Included
4.	Ten (10) additional days of SafeGuard Extended Warranty and Protection Plan following the one-year initial warranty	\$500	1	\$500
5.	Shipping and handling charges DDP Customer Premises (Incoterms 2010)	\$2,616	1 lot	\$2,616
6.	Travel and living expenses for Forensic Technology's Installer and Instructor	\$4,884	1 lot	\$4,884
TOTAL (US Dollars)				\$200,000

4.1.1 Optional Items

Item	SafeGuard Extended Warranty and Protection Plan	Standard Price (if purchased annually)	Multi-Year Discount (see note 2 below)	Discounted Price (USD)
7.	One (1) additional year following initial one-year warranty	\$24,000	(\$1,143)	\$22,857
8.	Three (3) additional years following initial one-year warranty	\$74,182	(\$8,824)	\$65,358
9.	Five (5) additional years following initial one-year warranty	\$127,419	(\$23,512)	\$103,907

NOTES:

1. Pricing for all optional items is based on full payment at the beginning of the contract period. If the Customer wishes to purchase the additional warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
2. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.

4.2 Standard Terms

4.2.1 Budgetary Proposal/Offer Validity Period

This is a budgetary proposal, designed to provide information on the prices of our products and services. It reflects our best estimate of the true and necessary expenditures for the project. As such, all information in this proposal, including without limitation price, technical specifications and delays in delivery, is subject to confirmation prior to acceptance by Forensic Technology of a contract or purchase order issued by the Customer. All information is current as at the date of issuance of this proposal and is expected to remain substantially the same until **October 31, 2018**.

4.2.2 Currency

All prices are quoted in United States Dollars.

4.2.3 Payment Terms

Forensic Technology's terms of payment are as follows:

- 50% upon delivery of equipment
- 50% upon completion of installation and training

4.2.4 Delivery

The delivery of the equipment will be within one hundred and twenty (120) days after receipt and acceptance of order.

4.2.5 Shipping

The equipment will be shipped DDP Customer Premises (Incoterms 2010).

Forensic Technology will be responsible for shipping the goods from its factory to the installation site, and will also be responsible for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes. However, the quoted price excludes any income, sales, and/or withholding taxes, as well as extraordinary storage fees, which will be for the Customer's account.

4.2.6 Duties, Taxes, Fees, Charges and Assessments

Forensic Technology will be responsible for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto. However, the quoted price excludes any income, sales and/or withholding taxes, as well as extraordinary storage fees, which will be for the Customer's account.

4.2.7 Warranties, Material, Workmanship, and Title

Forensic Technology warrants to the Customer that all products delivered by Forensic Technology shall be new and free from defects in material, workmanship, and title.

Forensic Technology expressly warrants the products manufactured by it, as meeting the applicable Forensic Technology specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

4.2.8 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

4.2.9 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Agreement (MOA) between the two (2) agencies must be in place.

5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. If the trainees are not already ATF-certified NIBIN users, they will have to pass an ATF competency test in order to be granted access to NIBIN by ATF.

5.1 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access two (2) introductory online courses: Firearms 101 and Cartridge Case Triage.

These courses are introductory level, and designed for trainees who are not yet familiar with the design/function of firearms, distinguishing features of bullets and cartridge cases, screening of evidence collected at crime scenes, or evidence handling protocol when using an IBIS TRAX acquisition station.

Based on their prior knowledge levels, trainees may be asked to complete one (1) or both of these courses prior to the start of Basic User Training.

5.1.1 Firearms 101: Firearms Knowledge for the IBIS TRAX User

The purpose of this course is to give an IBIS TRAX trainee with no prior firearms knowledge a foundation of the core terminology needed to properly classify fired cartridge case and bullet exhibits in their IBIS database. The video presentation will cover the basics of firearm identification in regards to firearm and ammunition function along with what markings are transferred from the firearm to the fired cartridge case and bullet. Upon completing the tutorial the trainee should be comfortable in recognizing exhibit features including Breech Face, Firing Pin, Ejector, Extractor and Drag Marks on cartridge cases as well as LEAs, GEAs, Rifling Types and Direction of Twist on bullets.

Duration: Approximately ninety (90) minutes.

5.1.2 Cartridge Case Triage

The purpose of this course is to provide trainees with basic instruction in how to sample multiple cartridge cases submitted from a single scene to avoid replicate entries from the same firearm. Trainees will learn to identify and understand the significance of various firearm produced markings to help them sort through multiple fired cartridge cases such that at least one representative cartridge case from each gun can be sampled and acquired without the need to perform an exhaustive comparison. This training will include a lecture portion addressing the class characteristics that are used to triage cartridge cases and discuss other firearm produced markings that may be found on cartridge cases. It will also include practical exercises in which the trainees will have high quality digital images of ten different cartridge cases in each exercise and be asked to determine which cartridge cases should be grouped together.

Duration: Lecture – two (2) hours, Practical Exercises – four (4) hours.

NOTES:

1. The Cartridge Case Triage Course does not qualify anyone to make definitive common source conclusions and is not designed to be performed with a comparison microscope. It is a sampling strategy only, helping promote timely and comprehensive data collection.
2. If the Customer prefers to receive the Cartridge Case Triage Course onsite, a proposal can be provided. Please contact your Forensic Technology representative for more information.

5.2 Onsite Training

5.2.1 IBIS TRAX Basic User Training

Description	Duration
The training will be divided into two (2) parts: BRASSTRAX and MATCHPOINT. Each part will be facilitated by one (1) certified instructor for a maximum of two (2) trainees.	Five (5) consecutive working days

The Basic User Training is adapted to reflect the products procured by the Customer, and may include the following topics:

- System components
- Navigation of Graphical User Interface (GUI).
- Case management
- Acquisition protocols
- Interpretation of correlation results
- Image management and analysis
- Hit management
- Reports
- Data backup
- Numerous practical exercises

Following the completion of all training, system operators are welcome to contact Forensic Technology for post training support including access to a certified instructor (see section 7.1 for contact information). This service is available via telephone or e-mail and for the time that the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection Plan.

After the Basic User Training, all users will also receive an email with the website address and their credentials to access the e-Learning platform.

NOTE: The Customer is entitled to additional training services during the first year of the IBIS system warranty; please refer to Section 7.7 for further details.

5.3 Post-Training Support

Once all training has been completed, trainees can continue contacting Forensic Technology's support center which, if needed, will put them in contact with an instructor for post-training support. This service is available via telephone or e-mail and as long as the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection Plan.

5.4 Equipment and Trainee Availability

During the on-site training, the equipment and the trainees must be made available to the instructor for the required number of working days.

NOTE: If equipment and/or trainee availability is restricted for any reason and results in the requirement for the instructor to extend his stay and/or return on-site at a later date to complete the training, all additional expenses for the instructor pertaining to such event(s) will be for the Customer's account.

5.5 Training Procedure

In order to maximize the training experience, the following procedure must be followed:

- The trainees must commit to attend each of the number of days of their training.
- It is expected that trainees possess basic knowledge of computers.
- At the end of the Basic User Training, the trainees' abilities will be assessed by the instructor.
- Following the Basic User Training, trainees should begin acquiring specimens in the workplace almost immediately in order to refine their newly learned skills and obtain high-quality acquisitions.

5.6 User Documentation

Trainees will be given English language user documentation.

5.7 Training Policy

It is Forensic Technology's policy that all system operators be trained by a Forensic Technology certified instructor. Failure by the Customer to adhere to this policy may void all warranties and service agreements.

6 System Deployment

6.1 Pre-Routing Information

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the deployment process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Documentation requirements
- Any other pertinent information

6.2 Site Survey

The purpose of a site survey is to verify that the site(s) selected by the Customer for the installation of the system comply with the facility requirements described in section 6.5.

Ahead of equipment shipment, Forensic Technology requires that the Customer conduct a site survey and provide supporting documentation, including but not limited to:

- Photographs and floor plan with dimensions of the proposed location
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

Further guidance on the site survey and supporting documentation will be provided by Forensic Technology at contract award or shortly thereafter.

In the event the Customer does not complete the site survey and Forensic Technology needs to send a field technician on-site to complete the review, a fee of US\$2,200 will be for the Customer's account.

Upon completion of the site survey, Forensic Technology will either provide confirmation of site acceptance, or will outline instructions and recommendations that the Customer needs to carry out to ensure the site is ready to receive the system.

NOTE: If, at installation time, one or more sites do not fully meet our facility requirements, and our technician has to return on-site or extend his visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be charged to the Customer.

6.3 Equipment Transport and Delivery

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for the following:

- Supplying suitable off-loading facilities, forklift, dolly, and other moving equipment
- Preparing the room where the equipment will be located, including the provision of suitable electrical power and communication lines (refer to section 6.5 below)

- Insuring the room where the equipment will be located is air-conditioned, has a room temperature between 15 and 30 degrees Celsius (59 to 86 degrees Fahrenheit) with a relative humidity between 40 and 70%
- Providing access to the installation site, including access during off-hours if so required

6.4 Storage Requirements

In the event that the delivered system(s) will be kept in storage prior to installation, the storage facility will need to meet the requirements described below.

6.4.1 Storage Facility

While in storage, Forensic Technology products must remain crated in their shipping crates. These crates must be stored in a storage facility that is well protected against extreme weather conditions and that has a clean and controlled environment. Extreme cold, high temperatures, high humidity, and the presence of dust and corrosive elements in the air all affect the life expectancy of our products.

6.4.2 Temperature

The temperature of the storage facility must be maintained between 0 and 50 degrees Celsius (32 to 122 degrees Fahrenheit) with humidity from 30% - 60%. Temperatures that are too low should also be avoided; temperatures lower than 0 degrees Celsius (32 degrees Fahrenheit) may actually harm the material and shorten, rather than extend, life expectancies. Rapid temperature changes are also undesirable as they introduce stresses.

6.4.3 Vibration

The storage facility cannot be subject to vibrations. Any vibration near our products can cause potential damage to the mechanical and computerized systems.

6.4.4 Battery Storage

Batteries should be kept at 20°C (68°F) for optimum battery storage and at 0 to 95% non-condensing relative humidity. It is very important to note that these batteries need to be recharged after 4 to 6 months of storage in order to keep their life expectancy and functionality. Batteries that fail to comply with these requirements will not be efficient when connected to the UPS and will require replacement.

NOTE: Batteries contain heavy metals such as mercury, lead, cadmium, and nickel, which can contaminate the environment when batteries are improperly disposed of. Please refer to the country regulations regarding battery disposal.

6.5 Guidelines for Installation Site

Forensic Technology will provide the Customer with the formal facility requirements document at the start of the project.

6.5.1 Footprint

The Customer will need to provide a room with sufficient space to house the IBIS TRAX-HD3D system components: BRASSTRAX, and MATCHPOINT.

The footprint required for each major IBIS TRAX-HD3D component is detailed below:

- **BRASSTRAX Acquisition Station**

The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" (231 cm) x D97" (247 cm) x standard room height.

- **MATCHPOINT Analysis Station**

The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" (173 cm) x D97" (247 cm) x standard room height.

- **Printer**

The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" (58 cm) x D30" (76 cm) x standard room height.

6.5.2 Power Source Requirements

Equipment	Power Source Requirement	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station with computer and monitor	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	2000 VA	4700
MATCHPOINT Analysis Station	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	3500
Printer	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	3500

6.5.3 Environment

Air conditioning is mandatory. The Customer must maintain the temperature of the room(s) housing the system between 15 to 30 degrees Celsius (59 to 86 degrees Fahrenheit) with a relative humidity between 40 and 70% at all times.

Forensic Technology recommends that the system be installed in a climate-controlled location with a relatively dust-free operating environment. Carpeting is not recommended.

6.5.4 Communications Lines for Providing Remote Technical Support and Networking IBIS Systems

The Customer will have to furnish the communications lines needed for Forensic Technology to provide remote technical support and, if necessary, for networking with other IBIS Systems.

For remote technical support, the Customer must provide and maintain one dedicated telephone line and one high-speed Internet line (see specifications below). It is also recommended that the Customer have available one dial-up modem line to be used as a backup link when the high-speed Internet line is non-functional. Dedicated communications lines are required to satisfy security and bandwidth concerns.

For networking with other IBIS Systems, the same high-speed Internet line as used for remote technical support can be employed assuming the bandwidth requirements listed below are met.

Specifications for High-Speed Internet Line	
Type (in order of preference)	<ol style="list-style-type: none"> 1. Direct uncontended Internet connections (e.g., E1 or T1 leased line to the Internet) 2. Long range (or Metro) Ethernet 3. A spare public IP address from the customer's own corporate network 4. Business Grade SDSL (i.e., preferably with a high quality Internet service provider (ISP) service level agreement (SLA) and not more than 10:1 contention ratio) 5. Cable 6. Satellite 7. ADSL: This is the least preferred choice that should be selected only if no other options are available.
Service Level Agreement	95% availability recommended to ensure optimal network performance and high-quality service
Line Speed for Standalone System	Minimum of 512 kbps download and upload, with contention ratio of not more than 20:1
Line Speed for Network of Systems	Minimum of 1 Mbps download and upload, with contention ratio of not more than 10:1
IP Address	Fixed Public Ethernet IP address (PPPoA can be supported if only an ATM circuit is available)
IP Address Assignment	Statically configured or dynamically assigned (but IP address must not change)
Grade	Business grade with support for IPsec VPN protocol
Physical Connection	Ethernet RJ-45
Other Requirements	<ul style="list-style-type: none"> ▪ Provide Forensic Technology with Fixed Public IP address, Subnet Mask value, Gateway value, and DNS address. ▪ The service provider equipment (e.g., modem) must <u>not</u> be configured with any security (i.e., no firewall) or NAT (Network Address Translation). ▪ The provision of an analog, dial-up modem line is recommended. It will be used as a backup to the high-speed internet line in case the latter becomes non-functional. ▪ Grant Forensic Technology authorization to contact the service provider directly to resolve any technical issues that may arise with the high-speed Internet line.

NOTE: ATF will be fully responsible for procuring, furnishing and financing all communications lines. Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communications lines.

6.5.5 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- The maximum distance between system components on the LAN is 100 meters when CAT 5E or CAT 6 cabling terminated with RJ-45 connectors is being used. For longer distances, repeaters must be installed.
- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m / 100', Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN. This labor will be limited to performing work on Forensic Technology components.
- If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room, floor), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m / 79" of the component.

6.6 Installation

The installation of the system at the Customer-prepared site will be concluded within two (2) consecutive working days.

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

6.7 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer, which is addressed under paragraph 4.2.8 herein.

7 SafeGuard Warranty and Protection Plan

The proposed solution includes a one-year and ten (10) days, wide-coverage warranty (parts and labor) that commences upon the successful completion of the on-site Test Procedure (refer to section 6.7), or three months from the date of shipment, whichever comes first.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS TRAX-HD3D system at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's technology investment that, in turn, results in the benefits provided by an effective and sustainable solution.

Following the expiration of the standard warranty, Forensic Technology offers Customers its SafeGuard Extended Warranty and Protection Plan. Forensic Technology strongly recommends that Customers invest in SafeGuard to protect their assets in subsequent years. The contract value of SafeGuard for the first follow-on year represents a percentage per annum of the purchased equipment list price. Fees for subsequent years will be indexed annually.

Forensic Technology strives to achieve excellence in delivering Customer Services. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified and models its support services on Information Technology Infrastructure Library (ITIL) best practices. In addition, the majority of our support employees are ITIL certified.

Services Covered by SafeGuard

Our standard warranty and SafeGuard plan provides Customers with the following services:

7.1 Support Center

Forensic Technology has an international support center to serve Customers that subscribe to SafeGuard. The support center provides:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictotechnology.com.

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

7.2 Technical Support

Forensic Technology provides technical support to diagnose and resolve problems.

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

1. Telephone and emails: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. Remote support: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers upon requirement.
3. On-site diagnosis visit: If telephone, email or remote support (please refer to Standard Terms section 7.14.4) cannot complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. On-site repair visit: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer the estimated time to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

7.2.1 Assistance with Custom Report Templates

The IBIS TRAX system includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

7.3 Proactive Support Services

To maximize system availability, and as part of our process to continually improve services offered to our Customers, Forensic Technology offers proactive support services for monitoring, in real-time, system properties and for collecting configuration data using the Host Monitoring

application. Subscribing to these services will enable the system to provide our support personnel with information about the following system properties and functions:

- Computer:
 - CPU usage
 - Percentage of free disk space
 - Percentage of free memory
 - Uptime
- Database uptime
- Backup success

When one or more of the above items deviate from the normal specification, the Host Monitoring system will automatically send a message to Forensic Technology's Global Customer Services, who will then begin taking corrective action. Proactive support services give Forensic Technology the opportunity to identify and address computer issues and sometimes even before any impact is perceived by the user.

Another advantage of proactive support services is it allows Forensic Technology to keep system configuration data up-to-date, meaning it can deploy software upgrades to the Customer faster and speed up hardware and software repairs work.

The use of proactive support services has no impact on the normal operation of IBIS TRAX systems.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or proactive support services, Forensic Technology will always first communicate with the Customer to request permission prior to performing any actions on the IBIS TRAX system.

Customers already subscribing to this service will continue to receive the benefits and, for those who do not wish to participate, this service will not be enabled on their IBIS TRAX system(s).

NOTE: Proactive support services are not yet available on NIBIN. Once approved by ATF, these services will be enabled on all IBIS TRAX systems connected to NIBIN.

7.3.1 NIBIN Maintenance Window for Proactive Support Services

A maintenance window is a period prearranged between Forensic Technology and the Customer whereby Forensic Technology can perform maintenance on the IBIS TRAX system. A maintenance window is outside the Customer's working hours, thus permitting Forensic Technology to deliver its services without the Customer experiencing system downtime. Customers can establish, suspend or revoke a maintenance window at any time by simply contacting Support.

7.4 Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. Shipping charges for the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTE: Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.

7.5 Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the system continues to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, and adjust the system, and will perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or during a subsequent site visit.

7.6 e-Learning

A web-based e-Learning platform is now available to all our users. This platform includes step-by-step training modules, user documentation, training presentations, videos and quick reference guides. Prior to the Basic User Training, all trainees will receive an email with the website address and their credentials to access the e-Learning platform.

7.7 Coaching

Forensic Technology strives to offer its Customers the best possible ballistics identification solution along with ongoing support and maintenance services. Experience has shown that maintaining and refining Customer skills and abilities with the operation of IBIS TRAX systems such as receiving updates on new functions and features, or learning about new acquisition and analysis techniques ultimately results in the Customer reaping the most from their investment.

With this objective in mind, Forensic Technology offers its Customers coaching sessions that can be delivered remotely or on site, depending on the availability of both the Customer and training resources. Forensic Technology's senior certified instructors will establish the coaching requirements with each Customer and deliver the coaching sessions.

NOTES:

1. One (1) day of coaching is included for each type of IBIS TRAX acquisition and analysis equipment, regardless of how many units are in operation at the site.
2. Unused coaching sessions cannot be cumulated or transferred.

Coaching sessions are designed for users having previously accomplished the Basic User Training and regularly work with IBIS TRAX system.

Customers are welcome to contact Forensic Technology's support center (see section 7.1 for contact information) to request and schedule Coaching assistance. This service is available for

the time that the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection.

The coaching session will address the following topics:

- Assessment of user's acquisition and analysis techniques
- Assessment of existing data entries
- Review of acquisition protocols
- Coaching on specific tasks and functions
- Introduction of new functionalities
- Review of the training material available to the user both on the IBIS TRAX systems and on the e-Learning platform

7.8 Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent fix is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

7.9 Software Upgrades

By participating in our SafeGuard plan, the Customer's initial software investment is guaranteed to evolve over time. With SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities that have been researched and developed by our dedicated team of scientists, product developers, and law enforcement experts. Software upgrades also address the life cycle management of third-party software including operating systems, database management, and backup software. However, Forensic Technology will upgrade the third-party software supplied with the system only if it deemed absolutely necessary to maintain the system current within a licensed version.

7.9.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrade either using the traditional manual remote method or using the new Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and off hours

- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Performing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication line. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

7.9.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

7.9.3 Backward Compatibility with existing data

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous TRAX software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

7.9.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS TRAX systems and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

7.10 Customer Care Program

Forensic Technology cares about the impact its products and services have on the mission-critical work of its Customers. Forensic Technology has therefore instituted the Customer Care Program to foster the work relationship between professionals through timely, proactive communications. Forensic Technology wishes to understand the Customer's environment and constraints to enable swift actions to optimize the Customer's usage of IBIS TRAX products.

During a site visit or telephone call, a senior Forensic Technology representative will speak with user(s) about their experience with the system, support activities, workflow processes, existing and upcoming features, and other topics of interest.

In addition, Forensic Technology will send a Customer Satisfaction survey to users that contacted the Support Center. This survey is an important tool for Forensic Technology to measure customer satisfaction and establish priorities in our continuous improvement process.

7.11 Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer IBIS TRAX systems: incident management, replacements parts, on-site visits, remote (Host Monitoring) and on-site preventive maintenance activities, software upgrades, coaching and new user training, Customer Care activities, and other events.

7.12 Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

7.13 Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Option, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. Package may include:

- Centralized User management (IBIS Domain)
- Domain controller security policies
- User account management as users are added and/or removed
- Update of OS security patches
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

7.14 SafeGuard Specific Terms

7.14.1 Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software, including but not limited to, insufficient cooling, and loss of documentation or of supplied media.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

7.14.2 Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply and the Customer will be responsible for any costs required to upgrade the installed technology to the current supported baseline.

7.14.3 Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

7.14.4 Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

7.15 Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Creation of IBIS TRAX Custom Report Templates
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- System Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.

8 Other Terms of Business

8.1 Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

8.2 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

8.3 Termination for Convenience

Upon written notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

8.4 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other

industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

8.5 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine, and that the users are required to accept prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price, and are included in any subsequent SafeGuard charges.

8.6 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/about-us/corporate-responsibility/general-data-protection-regulation.aspx>.

ACCEPTANCE / CONTRACT

This proposal is accepted by the Customer and constitutes a binding contract between the two (2) parties. By affixing my signature hereto, I confirm that I have the authority to bind my organization.

Signed by:

Name: _____

Title: _____

Date: _____

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director JLB
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Lee Ann Smith, Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal
Karen Cooperwood, Financial Manager

DATE: June 25, 2018

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed contract under a DGA for processing and entering into Edison.

Grant Award Type: JAG

DGA #: 56202 - JAGNEW

Authorized Agency: City of Murfreesboro

Edison ID#: NEW

County Location: 75000

Category #: 92000000

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

For questions or assistance regarding this contract, please contact Jeremiah Morton, at (615) 313-5764 or Jeremiah.Morton@tn.gov.

STATE AGENCIES ONLY

Match Source (select all that apply):

Cash In-kind Miscellaneous Appropriations

Positions (if applicable):

Number of Full-time: _____ Number of Part-time: _____

POST OBF PROCESSING:

Signed Grant Contract Attached to Edison DGA Transactional Page:

Attached By (Initials): _____ Date Attached: _____



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2018	End Date 9/30/2018	Agency Tracking # NA	Edison ID																																																
Grantee Legal Entity Name City of Murfreesboro		Edison Vendor ID 4110																																																	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 16.738 Grantee's fiscal year end June 30																																																	
Service Caption (one line only) JAG, National Integrated Ballistic Information Network (NIBIN)																																																			
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td></td> <td>\$200,000.00</td> <td></td> <td></td> <td>\$200,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$200,000.00</td> <td></td> <td></td> <td>\$200,000.00</td> </tr> </tbody> </table>				FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2019		\$200,000.00			\$200,000.00																															TOTAL:		\$200,000.00			\$200,000.00
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2019		\$200,000.00			\$200,000.00																																														
TOTAL:		\$200,000.00			\$200,000.00																																														

Grantee Selection Process Summary

Competitive Selection

The Competitive Selection process utilized was as per the DGA

Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

**Veronica
Coleman Ivh**

Digitally signed by Veronica Coleman Ivh
DN: cn=Veronica Coleman Ivh,
o=Finance & Administration,
ou=Office of Business and Finance,
email=lisa.vonhaeger@tn.gov, c=US
Date: 2018.06.28 08:03:25 -05'00'

Speed Chart (optional)

FA00002597

Account Code (optional)

City - 71302000

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Anti-Drug Abuse Act of 1988, specifically, the Edward Byrne Memorial Justice Assistance Grant Program (JAG), CFDA number 16.738, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The JAG program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. Program priorities include, but are not limited to, Multi-jurisdictional Drug and Violent Crime Task Forces, Pre-trial Service Delivery, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Innovations in Criminal Investigations, and Victim Services. The following activities will be conducted:
 - a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their particular OCJP priority area.

A.6. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

A.7. **Incorporation of Federal Award Identification Worksheet.** The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 7/1/2018 ("Effective Date") and extend for a period of Three (3) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. **Term Extension.** It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2019, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing

312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jeremiah Morton, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Jeremiah.Morton@tn.gov
 Telephone # (615) 313-5764

The Grantee:

Mike Taylor, Lieutenant
 Murfreesboro Police Department
 1004 N. Highland Ave
 Murfreesboro, Tennessee 3-4676
 Email: 0365@murfreesborotn.gov
 Telephone # (615) 893-2717

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

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

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

D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be

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

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written

approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.4. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Transfer of Grantee's Obligations.

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

IN WITNESS WHEREOF,

City of Murfreesboro:

Shane M. Faris
GRANTEE SIGNATURE

6/25/18
DATE

Mayor City of Murfreesboro
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

Digitally signed by Larry B.
Larry B. Martin/JLB
Martin/JLB
Date: 2018.06.26 08:09:25 -05'00'

LARRY B. MARTIN, COMMISSIONER

DATE

ATTACHMENT BFederal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Murfreesboro
Subrecipient's DUNS number	089553861
Federal Award Identification Number (FAIN)	2014-MU-BX-0804
Federal award date	9/30/2014
CFDA number and name	16.738;Byrne Memorial Justice Assistance Grant Program 2014
Grant contract's begin date	7/1/2018
Grant contract's end date	9/30/2018
Amount of federal funds obligated by this grant contract	\$200,000.00
Total amount of federal funds obligated to the subrecipient	\$200,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,095,990.00
Name of federal awarding agency	Bureau of Justice Assistance
Name and contact information for the federal awarding official	Yolaine Faustin (202) 353-1720
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. *The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE	JAG
OCJP JAG Priority Area	Law Enforcement Equipment

Required Information on Authorizing Agency:		Implementing Agency:	
Name: City of Murfreesboro Federal ID Number (FEIN): 62-6000374 DUNS Number: 089553861 SAM Expiration Date: 3/26/2019 Fiscal Year End Date: June 30		Name: Murfreesboro Police Department Address: 1004 N. Highland Ave Murfreesboro, TN 37130-2454	
Will You Have Any Subcontracts? No			
Project Title: National Integrated Ballistic Information Network (NIBIN)			
Contract Start Date: 7/1/2018		Contract End Date: 9/30/2018	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Shane McFarland, Mayor 111 W. Vine St. Murfreesboro, 37130-3713		Phone Number: (615) 849-2629 EXT	E-Mail Address: smcfarland@murfreesborotn.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Mike Taylor, Lieutenant 1004 N. Highland Ave Murfreesboro, 37130-2454		Phone Number: (615) 893-2717 EXT	E-Mail Address: 0365@murfreesborotn.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Melissa Wright, Finance Director 111 W. Vine St.. Murfreesboro, 37130-3713		Phone Number: (615) 893-5210 EXT:	E-Mail Address: mwright@murfreesborotn.gov
County/Counties Served (Type ALL if Statewide):			
Rutherford			
U.S. Congressional District(s): 4th			

Scope of Services / Project Narrative

Justice Assistance Grant

NIBIN PROGRAM DEVELOPMENT AND IMPLEMENTATION FOR THE MURFREESBORO AND LAW ENFORCEMENT AGENCIES IN RUTHERFORD COUNTY TENNESSEE

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED:

This grant application is written, applied for, and if approved, will be administered by the Murfreesboro Police Department in cooperative partnership with the other law enforcement agencies in Rutherford County Tennessee.

City of Murfreesboro is located just 40 miles southeast of Nashville with a population of just under 130,000. The city is the county seat of Rutherford which has an estimated population of just over 317,000, making Rutherford County the fifth largest county in the state. Furthermore, Murfreesboro is home to Middle Tennessee State University with an average student population of 22,000. Murfreesboro is intersected by Interstates 24 and Interstate 840. The Murfreesboro Police Department is staffed with 261 commissioned police officers.

Rutherford county has within it six local law enforcement agencies, including Murfreesboro, Lavergne, Smyrna, Eagleville, MTSU Police Department and the Rutherford County Sheriff's Department.

Rutherford County law enforcement agencies and prosecutors are working together to combat violent crime and gang activity that has harmed our community and caused some of our citizens to live in fear of violence in their own neighborhoods.

These types of enforcement operations and efforts will continue to be conducted throughout the county, as the law enforcement community works together to provide peace, safety, and security to all in Rutherford County.

One of the main points of focus to combat violent crime is to develop and implement new investigative techniques to address violent gun crimes by utilizing the National Integrated Ballistic Information Network (NIBIN) and the use of Crime Gun Intelligence Centers (CGIC), being operated in various cities around the United States, and by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

This process involves submitting evidence such as shell casings collected from shooting scenes as well as taking shell casings from test firing of firearms being brought into the law enforcement agency during normal legal process and having those casings submitted into the NIBIN system via three-dimensional (3D) computer imaging equipment. Once the shell casings

are entered into the NIBIN system, they're compared to thousands of other shell casings which are already in the database. Potential matches are computer generated and sent to the ATF's Firearm Ballistic Correlation Center for further examination by individual forensic ballistic examiners to determine if positive matches are present. This would indicate shell casings were fired by the same firearm. When these investigative leads are developed, the information is sent to the appropriate CGIC and disseminated to the lead investigative agency within a timely manner which is generally within 48 hours from time of submittal into the system.

Currently for the law enforcement agencies in Rutherford County, this type of investigative information is generally not useable while conducting fresh violent crimes investigations involving firearms. This is due to the length of time it takes to send ballistic evidence to the crime lab as well as the back log of evidence at the Tennessee Bureau of Investigation Lab. Currently agencies within Rutherford County submit their casings and weapons to be entered into the NIBIN system to the Tennessee Bureau of Investigation with an average turnaround time of 12 months on any matches that maybe developed from the NIBIN submission.

Since 1/1/2016 to 5/1/2018 the Murfreesboro Police Department has submitted over 250 plus casings and weapons for NIBIN entry and gotten back over 80 hits providing linkages to shootings and recovered firearms in the Murfreesboro area. This type of evidence usually takes many months to process and return the findings to the law enforcement agency thereby significantly reducing the investigative value greatly.

At this time, within a 2 to 3-hour radius of Murfreesboro, the only law enforcement agencies with access to this program besides the Tennessee Bureau of Investigations are in Davidson and Hamilton Counties.

If the Murfreesboro Police Department is successful in acquiring the equipment necessary to submit ballistic evidence into the NIBIN system, the ATF has agreed to partner with MPD by providing and maintaining a T1 communication line at the department and by examining potential matches at their Correlation Center and sending crucial investigative leads developed by the system back within a timely manner. This would greatly enhance the ability of law enforcement agencies, in and around our area, to link violent firearm crimes together and be more efficient in solving gun crime throughout our area. The Murfreesboro Police Department would encourage all other law enforcement agencies within Rutherford County and 16th Judicial District to bring their firearm related evidence to us to enter into the NIBIN system.

ACTIVITIES:

If approved, the Murfreesboro Police Department would purchase and install the equipment as soon as possible and implement the program into the investigative process once training and memorandums of understanding (MOU) with the ATF and the ATF is able to complete the T1 communication line installation process to the Murfreesboro Police Department.

There are three MPD personnel designated to attend training by the company which will be conducted inhouse at time of insulation of the equipment. Personnel will also participate in training at the ATF Correlation Lab in Huntsville Alabama, in order to learn how to conduct correlations between hits, as soon as space is available. If the grant application is approved, the purchasing process would begin immediately. This would begin with submitting a budget amendment to the City Council of Murfreesboro in order to allow the expenditure to occur within the police department. An estimated purchase and order date is July 1st 2018 with an estimated arrival and installation date of July 31st 2018. The estimated program completion and implementation date to be up and fully operational is early 2019, due to the ATF backlog.

INPUTS:

The Murfreesboro Police Department has been, and will continue to be, in compliance with all TIBRS reporting policies and procedures.

- 1 - Brasstrax Acquisition Station (computer 3D imaging equipment) and 1 - MATCHPOINTTM Analysis Station for Cartridge Cases with a minimum 1-year manufacture warranty, shipping, and installation cost = \$200,000.00

Lt. Mike Taylor, who supervises the department's Crime Scene Investigation Unit, is responsible for the acquisition of the grant, purchase of the equipment, and implementation of the NIBIN program at the Murfreesboro Police Department and the encouragement of law enforcement agencies in Rutherford County participation. The City of Murfreesboro has an electronic inventory system and would issue equipment numbers for each piece of equipment purchased by the City of Murfreesboro with a cost over \$100.00 in value.

GRANT BUDGET				
AGENCY NAME: Murfreesboro Police Department				
FUND SOURCE: JAG				
PROJECT NAME: NIBIN				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/1/2018 END: 9/30/2018				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	N/A	N/A	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$200,000.00	\$0.00	\$200,000.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/assets/entities/finance/ocip/attachments/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Murfreesboro Police Department

FUND SOURCE: JAG

PROJECT NAME: NIBIN

CAPITAL PURCHASE	AMOUNT
Brasstrax Acquisition Station (computer 3D imaging equipment) and MATCHPOINTTM Analysis Station for Cartridge Cases with minimum 1-year warranty	\$200,000.00
TOTAL	\$200,000.00

COUNCIL COMMUNICATION

Meeting Date: 08/16/2018

Item Title: FY 2019 City Manager Approved Budget Amendments

Item No.:

Department: Finance

Presented by: Melissa

Requested Council Action:

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

Summary

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments.

Staff Recommendation

This is being placed on Consent Agenda as a proof of notification to Council as required by Ordinance 15-O-48.

Background Information

Traffic Department

The transfer is within the General Fund and will have no effect on Fund Balance. Move \$19,807.00 from Traffic Salaries Expenses roll up category, Salary – Full Time - Regular object code, into the Traffic Operating, Professional Services object code.

Community Development Department

Two transfers were made within the General Fund and will have no effect on Fund Balance.

#1 \$75,000.00 transfer from Community Development Operating Expenses roll up category, Affordable Housing object code, into the Community Development Operating Expenses, Acquisition object code.

#2 \$26,000.00 transfer from Community Development Operating Expenses roll up category, Housing Rehabilitation object code, into the Community Development Operating Expenses, Acquisition object code.

Fiscal Impacts

None

Attachments:

1. Detailed Inter-Fund Budget Requests



Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2019

Move funds from:

Org	<u>10313307</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full Time - Regular</u>
Amount	<u>\$ 19,807.00</u>

Move funds to:

Org	<u>10313308</u>
Object	<u>525000</u>
Acct Name	<u>Professional Services</u>

Explanation: Two month extension of Task Order #5 with Neel-Shaffer Inc. to provide a Traffic Engineer

Part-time equivalent to assist the Assistant Transportation Director with traffic related studies, site plan reviews, etc.

Jamie Kunk
Department Head Signature

7-18-18

Date

Amanda DeRosia
Reviewed by Finance

07/18/2018

Date

Approved

CJS
City Manager

7/24/18

Declined

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2019

Move funds from:

Org	<u>10420008</u>
Object	<u>571012</u>
Acct Name	<u>Affordable Housing</u>
Amount	<u>\$ 75,000.00</u>

Move funds to:

Org	<u>10420008</u>
Object	<u>571002</u>
Acct Name	<u>Acquisition</u>

Explanation: An opportunity developed to increase affordable rental housing in Murfreesboro. This budget

amendment moves funds from Affordable Housing to Acquisition in order to assist with this purchase.

Move funds from:

Org	<u>10420008</u>
Object	<u>571011</u>
Acct Name	<u>Housing Rehabilitation</u>
Amount	<u>\$ 26,000.00</u>

Move funds to:

Org	<u>10420008</u>
Object	<u>571002</u>
Acct Name	<u>Acquisition</u>

Explanation: An opportunity developed to increase affordable rental housing in Murfreesboro. This budget

amendment moves funds from Housing Rehab to Acquisition in order to assist with this purchase.

Department Head Signature

Date

Reviewed by Finance

Date

Approved

Declined

Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

July 19, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 4:00 p.m. on Thursday, July 19, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Adam Tucker, Interim City Attorney
David Ives, Deputy City Attorney
Melissa Wright, City Recorder/Finance Director
Gary Whitaker, Assistant City Manager/
Development and Coordination
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mr. Craig Tindall, City Manager, presented the reorganization of Administrative Structure and 24 departments which will integrate functional areas under one executive management structure to allow decisional authority to be allocated appropriately. The reorganization plan divides the departments into the following divisions: Utility Enterprises (MED, Water Resources, Airport and Solid Waste); Development Services (Planning, Building & Codes and Community Development); Public Works (Engineering, Transportation, Streets and Urban Environmental; Internal Services (Information Technology, Human Resources, Broadcast Communications and Asset Management); Community Services (Parks, Golf, Senior Center & Outside Agencies); and Fire & Police (Joint Operations Task Force). The Civic Plaza and Parking Garage will be under Facilities which, along with Purchasing and Fleet, will be under Asset Management (Internal Services). The Public Information Director, Assistant City Manager/Budget & Finance and Assistant City Manager/Development and Coordination will be under the City Manager, and the City Manager, City Attorney, City Recorder/Treasurer, Schools and City Judge will be under the City Council. Streamlining the organizational structure will assure coordinated City functions and focusing on customer service. Development of integrated, consistent process flows will enhance the customer experience and reduce costs. The reorganization plan, including salary adjustments appropriate for new positions, will be implemented under the current budget appropriation.

Mr. Tindall gave an update on economic development initiatives. The Murfreesboro Investment Group has completed a study of mixed-use development for the church

property. They continue to move forward with arranging their construction financing. A Development Agreement and Purchase and Sale Agreement have been exchanged and discussions on deal points continue. It is anticipated that these agreements would be completed and brought to Council within the next 60 days. An Economic Impact Plan has been drafted for submission to the Industrial Development Board. This is the next step in creating a TIF District which is anticipated to provide funding for parking and public infrastructure.

Mr. Gary Whitaker, Assistant City Manager/Development and Coordination, gave an update on Sazarec Distillery. Sazarec has closed on the property where the distillery, barrel houses and visitor's center will be developed. The City will construct Cherry Lane as the main access to the property. The City, Sazerac and adjacent landowners have agreed to fund the roadway, and design work is underway.

Mr. Whitaker reported on the Historic Bottoms and North Highland District Study that was conducted by City Staff for redevelopment. Valuable information and direction for redevelopment of these areas has been received from this study. A draft of the plan for economic development incentives will be forthcoming to the Council.

Mr. Jim Crumley, Assistant City Manager, reported on the construction of Fire Station No. 4 on Medical Center Parkway. The completion date is anticipated to be in November 2018. In conjunction with the development of Station No. 4 on this site, a Land Sale and Swap with Joe Swanson, Jr. on the adjacent land was approved by Council with closing on said property to be July 21, 2018; however, as the station was designed and took ground, the rear property line of the City's fire station and what was going to be sold to Swanson Developments has had to change and be moved. The closing date will have to be extended until the documents are finalized as to where the real property line is going to be. Without objection, a letter will go out to Mr. Swanson to extend the closing date. Mr. David Ives, Deputy City Attorney, stated that the City's contract with Mr. Swanson does reserve the sole right to extend the closing date and, with that language, it would be the opinion that City staff would have the power to extend that closing date without coming back to Council to do a formal amendment to the contract.

Mr. Tindall addressed parking on the square. Ms. Jennifer Moody, Assistant City Manager, surveyed the businesses in the downtown area and received an overwhelming consensus to change the 1-hour parking to 2-hour parking.

Mr. Tindall addressed building security and remodeling for City Hall. Mr. Whitaker gave an overview of some of the changes being considered. There was discussion regarding short term use of the vacated Police building and key fobs.

Mr. Tindall addressed future workshop schedules. He proposed that a regular workshop be scheduled each month. After some discussion, it was decided to prepare a resolution that would put in place the 2nd Wednesday of each month at 11:30 a.m. as a regular meeting of the City Council. The first meeting will be on Wednesday, August 8, 2018, at 11:30 a.m. in the Council Chambers. A resolution would be forthcoming to set this meeting in place.

Mayor McFarland congratulated Ms. Jennifer Moody on being selected as City Administrator in Tullahoma, Tennessee.

Mr. Smotherman requested an update on raises for retirees on the City's defined benefit pension plan. Ms. Wright, City Recorder/Finance Director, indicated there have been discussions with the City's actuary, Mr. Michael Guyton, at Finley and the Human Resources Director. Suggestions for increase considerations and the cost to do the study will need to be formed into a recommendation to the Pension Committee as the Pension Plan would be responsible for funding the increases. She also indicated that there are other ideas that will be presented to Council other than a percentage increase, and Council would be updated as a recommendation is formed.

There being no further business, Mayor McFarland adjourned this meeting at 5:30 p.m.

ATTEST:

SHANE MCFARLAND - MAYOR

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Zoning approximately 18.29 acres simultaneous with annexation and rezoning approximately 44.5 acres along Armstrong Valley Road [2018-409]
(Second Reading)

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning approximately 18.29 acres located along Armstrong Valley Road to RS-6 simultaneous with annexation and rezoning approximately 44.5 acres from RS-8 to RS-6.

Staff Recommendation

Pass and adopt the ordinance on second and final reading establishing the requested zoning.

The Planning Commission unanimously recommended approval of the rezoning by a vote of 5-0.

Background Information

Cornerstone Development, LLC presented to the City a zoning application [2018-409] for approximately 18.29 acres located along Armstrong Valley Road to be zoned Single-Family Residential District 6 (RS-6) simultaneous with annexation and approximately 44.5 acres to be rezoned from Single-Family Residential District 8 (RS-8) to RS-6. During its regular meeting on May 2, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

On June 14, 2018, Council held a public hearing and approved this matter on First Reading.

Attachments:

- Ordinance 18-OZ-26

ORDINANCE 18-OZ-26 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 18.29 acres along Armstrong Valley Road as Single-Family Residential Six (RS-6) District simultaneous with annexation and to rezone approximately 44.5 acres along Armstrong Valley Road from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District; Cornerstone Development, LLC, applicant. [2018-409]

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned, rezoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Ordinance 18-OZ-26

Area
Annexed and
Zoned RS-6

Murfreesboro
City Limits

ARMSTRONG VALLEY RD

Area
Rezoned from
RS-8 to RS-6

THOMPSON RD

CHESTER CT

LITTLE GATE ST
BLACKWELL BLVD
HYDE CT
KYBALD CT
ROSE GOLD CT
WILLOW BAY LN
MAGPIE LN
VEDETTE LN, VEDDETTE LN
DRYSDALE DR



COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Retirement of Compton Road Sanitary Sewer Special Assessment District

Department: Water Resources

Presented by: Darren Gore

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

Compton Road special sanitary sewer assessment district (SSSAD) is at 101% recovery as of May 2018; therefore, per existing City Code, the SSSAD is to be discontinued.

Staff Recommendation

Staff recommends approving 2nd reading of Ordinance 18-O-43 which deletes City Code section 33-200; effectively retiring the Compton Road Special Sanitary Sewer System Assessment District.

Background Information

The City adopted Ordinances 93-O-61, 01-O-71 and 15-O-18 establishing and amending a special sanitary sewer assessment district for the repayment of sewer infrastructure installed at the expense of the Murfreesboro Water Resources Department serving the Compton Road area. The ordinances specified that the special assessment would be charged and collected only until such date as the City determined that all expenses had been repaid for all development costs for said improvements. The Compton Road Sanitary Sewer Special Assessment District has fully recouped 101% of the cost of its development as of May 2018 and as such is being recommended for deletion in the City Code. Section 33-200 will be deleted in its entirety and marked as "Reserved".

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The Compton Rd SSSAD was a catalyst for development and an economic incentive in that it proactively staged an area for growth through the installation of sanitary sewer infrastructure

Excellent Services with a Focus on Customer Service

By installing sanitary sewer infrastructure on the front-end, MWRD focused on future customers that collection system would serve.

Fiscal Impacts

All front-end funded infrastructure costs have been recouped. There is no fiscal impact to MWRD in retiring the Compton Road SSSAD.

Attachments:

1. Ordinance 18-O-43

ORDINANCE 18-O-43 amending the Murfreesboro City Code, Chapter 33 – Water and Sewers, Section 33-200, regarding the Compton Road Sanitary Sewer Special Assessment District.

WHEREAS, the Water and Sewer Department incurred considerable expense to build the sewers serving the Compton Road Sanitary Sewer Special Assessment District; and,

WHEREAS, the City adopted Ordinances 93-O-61, 01-O-71 and 15-O-18 establishing and amending a special sanitary sewer assessment district for the repayment of these expenses and specifying the assessment would be charged and collected only until such date as the City shall determine and declare that it has been repaid for all development costs for said improvement; and,

WHEREAS, the Compton Road Sanitary Sewer Special Assessment District has recouped 101% of the cost of its development per the May 2018 tally.

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

SECTION 1. Section 33-200, Compton Road Sanitary Sewer Special Assessment District, of the Murfreesboro City Code is amended by deleting the section and title in its entirety and marking it as “RESERVED”.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Modification to Ordinances Pertaining to Electric and Water Resources Department
[Second Reading]

Department: City Manager's Office

Presented by: Craig Tindall

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

Modification of the City Code provisions pertaining to the Water Resources Department is needed to update the department's name and recognizes the creation of a Utilities Director. Additionally, ordinances governing the Electric Department will be moved within the Code to a logical location and modified to bring the department within the City's organizational structure under the direction of a Utilities Director.

Staff Recommendation

Pass and adopt the Ordinance modifying the City Code.

Background Information

During the 7/19/18 workshop session, Council received and discussed information about a reorganization designed to handle continued growth while assuring excellent customer service to the citizens, delivered in the most cost-efficient manner. Part of the reorganization will enhance coordination with the Electric Department through creation of a Utilities Director position, which will be assigned within the new organizational structure to the Assistant City Manager – Utility Enterprises.

Additionally, the ordinance provisions governing the Electric Department and the Power Board are found in Chapter 11 of the Code. Other provisions of this chapter, however, concern the use of electricity. Chapter 2 of the Code is the Administrative section and addresses the creation of other departments and boards or commissions. Relocating the ordinances that govern the creation of the Electric Department and the Power Board to Chapter 2 of the City Code improves the structure of the Code, as well as clarifies the organizational structure we are adopting.

Lastly, modifying the Code to create the Utilities Director position provides an opportunity to update the Code to reflect the former Water and Sewer Department's new name, the Water Resources Department.

Council passed the ordinance on first reading on July 26, 2018.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Bringing the Electric Department into closer coordination with other City operations assures that citizens and rate payers, who are the same, are provided the highest level of service.

Fiscal Impacts

No significant impact. A portion of the Utility Director's salary will be apportioned among the Water Resources, Electric Department, Airport, and Solid Waste funds. The apportionment to the Airport and Solid Waste funds will have a marginal impact on the General Fund until these funds are fully self-supporting.

Attachments:

1. Ordinance 18-O-47

ORDINANCE 18-O-47 amending the Murfreesboro City Code, Chapter 2—Administration, Chapter 11—Electricity, and Chapter 33—Water and Sewers to implement organizational restructuring of City departments.

WHEREAS, the City has changed the name of the Water and Sewer Department to the Water Resources Department and the name of the Water and Sewer Board to the Water Resources Board; and,

WHEREAS, the City intends to consolidate its Water Resources Department and Electric Department as departments within a new Utility Enterprises Division; and,

WHEREAS, the City Council desires to grant the City Manager explicit authority to appoint one or more assistant city managers and directors to oversee and manage specific operational functions, divisions, and departments of the City and to designate the employees and officers who shall carry out the powers and duties of the City Manager in the event the City Manager is unable to do so .

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

SECTION 1. Section 2-2, City Manager, of the Murfreesboro City Code is amended by deleting subsection (B) in its entirety and substituting in lieu thereof the following:

“(B) The City Manager may appoint one or more assistant city managers and directors to oversee and manage specific operational functions, divisions, and departments of the City.

(C) In the event the City Manager is unavailable or unable to serve as City Manager, in general or on a particular matter, the Assistant City Manager for Budget and Finance is hereby appointed to serve as the acting City Manager, until such time as the City Council names another to serve as acting City Manager by resolution or ordinance. If both the City Manager and Assistant City Manager for Budget and Finance are unavailable or unable to discharge the powers and duties of the office of City Manager, then the City Recorder shall serve as acting City Manager, until such time as the City Council names another to serve as acting City Manager by resolution or ordinance.”

SECTION 2. Chapter 2, Administration, of the Murfreesboro City Code is amended as follows:

- a. By transferring Sections 2-120 through 2-130 from Article VII to Article VIII and renaming Article VIII to “Article VIII. – Procedure for Council Hearings”;
- b. By transferring Sections 2-110 through 2-119 from Article VI to Article VII and renaming Article VII to “Article VII. – Risk Management Committee”;
- c. By transferring Sections 2-91 through 2-109 from Article V to Article VI and renaming Article VI to “Article VI. – Murfreesboro Golf Commission”;
- d. By renaming Article V to “Article V. – Electric Department and Power Board”;

- e. By transferring Sections 2-85 through 2-90 from Article IV to Article V; and
- f. By renaming Article IV as "Article IV. – Water Resources Department and Board."

SECTION 3. Chapter 11, Electricity, Article I, Murfreesboro Electric Department, of the Murfreesboro City Code is hereby amended by deleting Article I in its entirety and substituting in lieu thereof the following:

"Article I. – Reserved

Sections 11-1 – 11-3 – Reserved."

SECTION 4. Chapter 2, Administration, Article V, Electric Department and Power Board, of the Murfreesboro City Code is hereby amended by deleting Sections 2-85 through 2-90 in their entirety and substituting in lieu thereof the following:

"Section 2-85 – Department created.

(A) Consistent with the City's Charter, in 1939 the City purchased the electric generating plant and distribution system serving the City and created the City's Electric Department as a department of the City government having jurisdiction over the electric generating plant, electric distribution system, and street lighting system (collectively, the "electric system") within and outside the City.

(B) Notwithstanding anything to the contrary that may be expressed or implied in this article, it is hereby expressly provided as follows:

(1) The Council reserves full and complete power and authority to adopt the budget for the Electric Department and the electric system in such amounts as it determines upon consideration to the recommendations of the Power Board as to any proposed budget and in adherence to the City's agreement with the Tennessee Valley Authority;

(2) With the exception of safety policy and procedures related to specialized work on the electric system, all City employment policy and procedures will be adopted and implemented by the Electric Department unless variances are approved by Power Board.

(C) The Electric Department shall be a part of the City's Utility Enterprises Division.

Section 2-86 - Power Board created.

(A) *Manner of creation.* The Council, having purchased the electric system within the authority of its Charter, elects not to appoint a board of public utilities under T.C.A. § 7-52-107, and alternatively appoints a board for the electric system consistent with the Charter and this section.

(B) *Board creation.* There is hereby created a "Power Board" of the City, to have and to exercise general supervision and control of the operation, maintenance, improvement, and extension of the electric system of the City including, without limitation by reason of enumeration, to exercise the powers and the performance of the duties hereinafter conferred upon the Power Board by the Council. The Power Board's authority and responsibilities are subject to the terms and provisions of this article.

(C) *Board; term of office.* The Power Board shall be composed of five members, four citizen members and one Council member.

(1) The four citizen members shall be residents of the City appointed by the Mayor with the approval of the Council and serve four-year, staggered terms. For the initial appointment upon adoption of this article, the Mayor shall designate two citizen members to serve two years and two members to serve four years. Thereafter, each appointment will be for four years. Appointments made to fill

vacancies will fill only the uncompleted term of the member vacating the Power Board.

(2) The fifth member shall be a Council Member appointed by the Mayor and whose term shall be coterminous with that Council member's current term of office at the time of appointment.

(3) Members of the Power Board serve at the will of the Council and may be removed from the Power Board by the Council without cause.

(D) *Oath; bond.* Each member of the Power Board shall qualify by taking the same oath of office as prescribed for Council members, and give such bond, if any, as may be required by resolution of the Council.

(E) *Vacancies.* Vacancies in the membership of the Power Board occur upon the death or resignation or removal of a member, or upon a member ceasing to be a resident of the City. Vacancies shall be filled in the same manner as appointments and the new member so appointed shall fulfill the remainder of the term of the vacating member.

(F) *Organization.* After the initial appointment of the Power Board members and at the first meeting after July 1st of each subsequent year, as its first order of business, the Power Board shall elect its chair, its vice-chair, and a secretary. Upon election, the chair shall preside for the remainder of the meeting and for thereafter during the elected member's term. The Power Board may elect to designate an employee of the Electric Department to serve as secretary of the Power Board. In the event the chair is unavailable for any reason, the vice-chair shall preside at the meeting, and in the event the chair and vice-chair are both unavailable for any reason, the longest serving member of the Power Board shall preside at the meeting.

(G) *Quorum.* A majority of the required members of the Power Board constitutes a quorum for that meeting and the Power Board shall act by majority vote of the members present at any meeting attended by a quorum. Vacancies in the Power Board shall not affect its powers and authority so long as a quorum remains.

(H) *Meetings.*

(1) *Regular meetings.* The Power Board shall hold public meetings as often as may be necessary, but at least once per month, at such regular time and place as the Power Board may determine. All Power Board regular meetings and notice thereof shall comply with T.C.A. § 8-44-101 et seq. Changes in the time and place of regular meetings shall be made known to the public as far in advance as practicable. Any regular meeting may be adjourned from time to time by appropriate entry upon the minutes of the Power Board.

(2) *Special meetings.* The Power Board may hold special meetings at such regular place of meeting at such times and as often as may be deemed necessary upon the call of the chair, the vice-chair, or a majority of the Power Board at a duly noticed meeting, the City Manager and Utility Enterprises Director, the Council member serving on the Power Board, or Council. All Power Board special meetings and notices thereof shall comply with T.C.A. § 8-44-101 et seq. Such call for a special meeting shall designate with specificity the reason for the meeting and shall be posted, at least twelve hours prior to the time fixed for the holding of such meeting, at the principal office of the department and City Hall, and, when practicable, upon giving oral or written notice thereof to the members not calling or participating in the call of the particular special meeting.

(I) *Compensation.* All members of the Power Board shall serve as such without compensation or benefit but they shall be allowed necessary traveling and other expenses while engaged in the business of the Power Board, including an allowance not exceeding \$300.00 per month for attendance at meetings, such expenses to constitute a cost of operation and maintenance of the City's electric system.

Section 2-87 - Power Board powers and duties.

(A) *Generally.* In addition to and incidental to the powers and duties conferred upon or vested in the Power Board by the provisions of this Section, the Power Board shall have and perform the following powers and duties, to wit:

(1) Study and analyze the operations of the Electric Department and of

the electric system and guide and direct the Utility Enterprises Director to make improvements for a more efficient and economical operation thereof, including the development and implementation of rules and regulations pertaining to the provision of electric service to customers and as approved by the Tennessee Valley Authority;

(2) Guide and direct the Utility Enterprises Director with respect to the maintenance, improvement, and extension of the electric system and the method or methods of financing same;

(3) Study and analyze the financial requirements of the electric system, including funds required (i) to pay all operating costs and expenses necessary to pay the principal of and interest on the bonds payable solely from the revenues and income of the electric system or payable from such revenues and income; (ii) to pay, in the event of a deficiency of such revenues and income, from unlimited ad valorem taxes levied on all the taxable property within the City necessary to pay the principal of and interest on any other bonds issued by the City for electric system purposes which are not expressly payable from such revenues and income, but by the terms thereof are payable solely from the levy of such taxes necessary to provide the sinking funds required to be set aside for the payment of any such bonds by the resolution or resolutions authorizing such bonds; (iii) to provide for the necessary and appropriate maintenance, improvement, and extension of the electric system;

(4) Study the financial requirements of the electric system and create the necessary schedule of rates and charges which the Power Board considers necessary to meet such financial requirements;

(5) Study and secure the necessary insurance to protect the assets of the Electric Department and the electric system and to protect the City against any reasonable liability related to operation of the Electric Department and the electric system;

(6) Study and make recommendations to the Utility Enterprises Director as to the personnel required for the economical and efficient operation, maintenance, improvement, and extension of the electric system, including recommendations on the salary, other compensation, and the terms and conditions under which such personnel shall be employed or work, provided such personnel are provided for in the budget for the Electric Department and electric system for the current fiscal year; or, if not so provided for, when the employment of such person or persons is specifically authorized by the Council through a budget amendment;

(7) Subject to Council approval of funds budgeted therefore, authorize the Utility Enterprises Director to contract for all services, supplies, equipment, and machinery required in the operation maintenance, improvement, and extension of the electric system, provided, however, (i) that the Utility Enterprises Director shall have the authority to let contracts within the Electric Department's budget obligating the electric plant on purchase orders without prior approval by the Power Board in an amount set by resolution of the Power Board; and (ii) all emergency purchases by the Electric Department shall be subject to procedures set forth in Section 2-10 of the Code;

(8) Subject to Council approval of funds budgeted therefore, make any expenditure for the current fiscal year for the operation, maintenance, improvement, and extension of the electric system; and

(9) Subject to Council budget approval and consistent with the City's contract with the Tennessee Valley Authority, lower, raise, or otherwise change any rate or charge for electric service or other services furnished by the Electric Department and the electric system.

(B) *Limitations.* Notwithstanding anything to the contrary in this article that may be expressly or impliedly provided, nothing in this article shall be held or construed to:

(1) Empower the Power Board to borrow money on the faith and credit of the City or on the faith and credit of the electric system or the income and revenues therefrom or the properties thereof or otherwise, or to give and execute any evidence(s) of any such indebtedness; provided that nothing in this clause hereof shall be held or construed to prevent the Power Board from authorizing or making any expenditure (not previously authorized and made), provision for which

is made in the budget for the current fiscal year adopted by the Council for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system;

(2) Authorize the Power Board in its own name to purchase, hold, or encumber any real property;

(3) Prevent the Council from reducing or eliminating any item(s) of expenditures provided for in said budget to the extent not theretofore already encumbered or made; or

(4) Affect in any manner or way any contract or obligation of the City with respect to the electric system or the income or revenues therefrom or the properties thereof, nor with respect to any bonds issued in connection with the electric system or obligations assumed with respect to such bonds.

(C) *Budget.* On or before May 15th of each year, unless such time be extended by the Council, the Power Board shall submit to the City Manager, for submission to and consideration by the Council, the budget for the Electric Department for the operation, maintenance, improvement, and extension of the electric system for the ensuing fiscal year, which shall be prepared in cooperation with the City Manager and which shall set forth under appropriate headings:

(1) The recommended itemized expenditures required for the operation, maintenance, improvement, and extension of the electric system during such ensuing year;

(2) The amounts to pay principal of and interest on bonds payable in whole or in part from the revenues and income from the electric system and maturing during such ensuing year and the amount or amounts required by the resolution or resolutions authorizing such bonds to be set aside in reserve or sinking funds for such bonds during such ensuing year and including any recommended expenditures to be made from the proceeds of bonds which the Power Board may recommend to be issued by the City or from tax or other funds which the Council may be requested to provide;

(3) Set forth a detailed estimate of the income and revenues to be derived from the electric system during such ensuing year, supported by a detailed summary of the actual income and revenues from the electric system during the current and the preceding fiscal years and of the actual expenditures made from such income and revenues during such current and preceding fiscal years for the operation, maintenance, improvement, and extension of the electric system; and

(4) A detailed statement of the proceeds from bonds and of other funds made available by the Council or otherwise to, and actually expended for, the operation, maintenance, improvement, and extension of the electric system during the current and preceding fiscal years.

Nothing herein contained shall be held or construed to prevent the City Manager from commenting upon or providing additional information for consideration by the Council with respect to the budget for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system during such ensuing fiscal year.

(D) *Reports to Council.* The Power Board shall make an annual report for each fiscal year of the operations, receipts, and expenditures of the Electric Department and of the electric system to the Council and, if and so long as requested by the Council, quarterly reports of such operations, receipts, and expenditures, reflecting total income and revenues of the Electric Department and of the electric system and, under headings corresponding with the items in the budget for the current fiscal year of the Electric Department and electric system, the expenditures authorized and made during the period covered by such reports.

Sections 2-88 – 2-90 – Reserved.”

SECTION 5. Chapter 2, Administration Article IV, Water Resources Department

and Board, of the Murfreesboro City Code is amended by deleting all references to the

“Water and Sewer Department” and “Water and Sewer Board” and replacing them respectively with “Water Resources Department” and “Water Resources Board.”

SECTION 6. Chapter 2, Administration, Section 2-75, Department Created, of the Murfreesboro City Code is amended by adding the following sentence to the end of subsection (A): “The Water Resources Department shall be a part of the City’s Utility Enterprises Division.”

SECTION 7. Chapter 33, Water and Sewers, of the Murfreesboro City Code is amended by retitling the chapter “Water Resources” and deleting all references to the “Water and Sewer Department” and “Water and Sewer Board” and replacing them respectively with “Water Resources Department” and “Water Resources Board.”

SECTION 8. Section 33-2.1.1, Conditions for water and sewer service to property outside City limits, of the Murfreesboro City Code is amended by deleting the phrase “section 11-1” and substituting in lieu thereof the phrase “section 11-4.”

SECTION 9. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Melissa Wright
City Recorder

APPROVED AS TO FORM:

Adam F. Tucker
Interim City Attorney

SEAL

ORDINANCE 18-O-47 amending the Murfreesboro City Code, Chapter 2—Administration, Chapter 11—Electricity, and Chapter 33—Water and Sewers to implement organizational restructuring of City departments.

WHEREAS, the City has changed the name of the Water and Sewer Department to the Water Resources Department and the name of the Water and Sewer Board to the Water Resources Board; and,

WHEREAS, the City intends to consolidate its Water Resources Department and Electric Department as departments within a new Utility Enterprises Division; and,

WHEREAS, the City Council desires to grant the City Manager explicit authority to appoint one or more assistant city managers and directors to oversee and manage specific operational functions, divisions, and departments of the City and to designate the employees and officers who shall carry out the powers and duties of the City Manager in the event the City Manager is unable to do so .

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

SECTION 1. Section 2-2, City Manager, of the Murfreesboro City Code is amended by deleting subsection (B) in its entirety and substituting in lieu thereof the following:

“(B) The City Manager may appoint one or more assistant city managers and directors to oversee and manage specific operational functions, divisions, and departments of the City.

(C) In the event the City Manager is unavailable or unable to serve as City Manager, in general or on a particular matter, the Assistant City Manager for Budget and Finance is hereby appointed to serve as the acting City Manager, until such time as the City Council names another to serve as acting City Manager by resolution or ordinance. If both the City Manager and Assistant City Manager for Budget and Finance are unavailable or unable to discharge the powers and duties of the office of City Manager, then the City Recorder shall serve as acting City Manager, until such time as the City Council names another to serve as acting City Manager by resolution or ordinance.”

SECTION 1. Chapter 2, Administration, of the Murfreesboro City Code is amended as follows:

- a. By transferring Sections 2-120 through 2-130 from Article VII to Article VIII and renaming Article VIII to “Article VIII. – Procedure for Council Hearings”;
- b. By transferring Sections 2-110 through 2-119 from Article VI to Article VII and renaming Article VII to “Article VII. – Risk Management Committee”;
- c. By transferring Sections 2-91 through 2-109 from Article V to Article VI and renaming Article VI to “Article VI. – Murfreesboro Golf Commission”;
- d. By renaming Article V to “Article V. – Electric Department and Power Board”;

- e. By transferring Sections 2-85 through 2-90 from Article IV to Article V; and
- f. By renaming Article IV as "Article IV. – Water Resources Department and Board."

SECTION 2. Chapter 11, Electricity, Article I, Murfreesboro Electric Department, of the Murfreesboro City Code is hereby amended by deleting Article I in its entirety and substituting in lieu thereof the following:

"Article I. – Reserved

Sections 11-1 – 11-3 – Reserved."

SECTION 3. Chapter 2, Administration, Article V, Electric Department and Power Board, of the Murfreesboro City Code is hereby amended by deleting Sections 2-85 through 2-90 in their entirety and substituting in lieu thereof the following:

"Section 2-85 – Department created.

(A) Consistent with the City's Charter, in 1939 the City purchased the electric generating plant and distribution system serving the City and created the City's Electric Department as a department of the City government having jurisdiction over the electric generating plant, electric distribution system, and street lighting system (collectively, the "electric system") within and outside the City.

(B) Notwithstanding anything to the contrary that may be expressed or implied in this article, it is hereby expressly provided as follows:

(1) The Council reserves full and complete power and authority to adopt the budget for the Electric Department and the electric system in such amounts as it determines upon consideration to the recommendations of the Power Board as to any proposed budget and in adherence to the City's agreement with the Tennessee Valley Authority;

(2) With the exception of safety policy and procedures related to specialized work on the electric system, all City employment policy and procedures will be adopted and implemented by the Electric Department unless variances are approved by Power Board.

(C) The Electric Department shall be a part of the City's Utility Enterprises Division.

Section 2-86 - Power Board created.

(A) *Manner of creation.* The Council, having purchased the electric system within the authority of its Charter, elects not to appoint a board of public utilities under T.C.A. § 7-52-107, and alternatively appoints a board for the electric system consistent with the Charter and this section.

(B) *Board creation.* There is hereby created a "Power Board" of the City, to have and to exercise general supervision and control of the operation, maintenance, improvement, and extension of the electric system of the City including, without limitation by reason of enumeration, to exercise the powers and the performance of the duties hereinafter conferred upon the Power Board by the Council. The Power Board's authority and responsibilities are subject to the terms and provisions of this article.

(C) *Board; term of office.* The Power Board shall be composed of five members, four citizen members and one Council member.

(1) The four citizen members shall be residents of the City appointed by the Mayor with the approval of the Council and serve four-year, staggered terms. For the initial appointment upon adoption of this article, the Mayor shall designate two citizen members to serve two years and two members to serve four years. Thereafter, each appointment will be for four years. Appointments made to fill

vacancies will fill only the uncompleted term of the member vacating the Power Board.

(2) The fifth member shall be a Council Member appointed by the Mayor and whose term shall be coterminous with that Council member's current term of office at the time of appointment.

(3) Members of the Power Board serve at the will of the Council and may be removed from the Power Board by the Council without cause.

(D) *Oath; bond.* Each member of the Power Board shall qualify by taking the same oath of office as prescribed for Council members, and give such bond, if any, as may be required by resolution of the Council.

(E) *Vacancies.* Vacancies in the membership of the Power Board occur upon the death or resignation or removal of a member, or upon a member ceasing to be a resident of the City. Vacancies shall be filled in the same manner as appointments and the new member so appointed shall fulfill the remainder of the term of the vacating member.

(F) *Organization.* After the initial appointment of the Power Board members and at the first meeting after July 1st of each subsequent year, as its first order of business, the Power Board shall elect its chair, its vice-chair, and a secretary. Upon election, the chair shall preside for the remainder of the meeting and for thereafter during the elected member's term. The Power Board may elect to designate an employee of the Electric Department to serve as secretary of the Power Board. In the event the chair is unavailable for any reason, the vice-chair shall preside at the meeting, and in the event the chair and vice-chair are both unavailable for any reason, the longest serving member of the Power Board shall preside at the meeting.

(G) *Quorum.* A majority of the required members of the Power Board constitutes a quorum for that meeting and the Power Board shall act by majority vote of the members present at any meeting attended by a quorum. Vacancies in the Power Board shall not affect its powers and authority so long as a quorum remains.

(H) *Meetings.*

(1) *Regular meetings.* The Power Board shall hold public meetings as often as may be necessary, but at least once per month, at such regular time and place as the Power Board may determine. All Power Board regular meetings and notice thereof shall comply with T.C.A. § 8-44-101 et seq. Changes in the time and place of regular meetings shall be made known to the public as far in advance as practicable. Any regular meeting may be adjourned from time to time by appropriate entry upon the minutes of the Power Board.

(2) *Special meetings.* The Power Board may hold special meetings at such regular place of meeting at such times and as often as may be deemed necessary upon the call of the chair, the vice-chair, or a majority of the Power Board at a duly noticed meeting, the City Manager and Utility Enterprises Director, the Council member serving on the Power Board, or Council. All Power Board special meetings and notices thereof shall comply with T.C.A. § 8-44-101 et seq. Such call for a special meeting shall designate with specificity the reason for the meeting and shall be posted, at least twelve hours prior to the time fixed for the holding of such meeting, at the principal office of the department and City Hall, and, when practicable, upon giving oral or written notice thereof to the members not calling or participating in the call of the particular special meeting.

(I) *Compensation.* All members of the Power Board shall serve as such without compensation or benefit but they shall be allowed necessary traveling and other expenses while engaged in the business of the Power Board, including an allowance not exceeding \$300.00 per month for attendance at meetings, such expenses to constitute a cost of operation and maintenance of the City's electric system.

Section 2-87 - Power Board powers and duties.

(A) *Generally.* In addition to and incidental to the powers and duties conferred upon or vested in the Power Board by the provisions of this Section, the Power Board shall have and perform the following powers and duties, to wit:

(1) Study and analyze the operations of the Electric Department and of

the electric system and guide and direct the Utility Enterprises Director to make improvements for a more efficient and economical operation thereof, including the development and implementation of rules and regulations pertaining to the provision of electric service to customers and as approved by the Tennessee Valley Authority;

(2) Guide and direct the Utility Enterprises Director with respect to the maintenance, improvement, and extension of the electric system and the method or methods of financing same;

(3) Study and analyze the financial requirements of the electric system, including funds required (i) to pay all operating costs and expenses necessary to pay the principal of and interest on the bonds payable solely from the revenues and income of the electric system or payable from such revenues and income; (ii) to pay, in the event of a deficiency of such revenues and income, from unlimited ad valorem taxes levied on all the taxable property within the City necessary to pay the principal of and interest on any other bonds issued by the City for electric system purposes which are not expressly payable from such revenues and income, but by the terms thereof are payable solely from the levy of such taxes necessary to provide the sinking funds required to be set aside for the payment of any such bonds by the resolution or resolutions authorizing such bonds; (iii) to provide for the necessary and appropriate maintenance, improvement, and extension of the electric system;

(4) Study the financial requirements of the electric system and create the necessary schedule of rates and charges which the Power Board considers necessary to meet such financial requirements;

(5) Study and secure the necessary insurance to protect the assets of the Electric Department and the electric system and to protect the City against any reasonable liability related to operation of the Electric Department and the electric system;

(6) Study and make recommendations to the Utility Enterprises Director as to the personnel required for the economical and efficient operation, maintenance, improvement, and extension of the electric system, including recommendations on the salary, other compensation, and the terms and conditions under which such personnel shall be employed or work, provided such personnel are provided for in the budget for the Electric Department and electric system for the current fiscal year; or, if not so provided for, when the employment of such person or persons is specifically authorized by the Council through a budget amendment;

(7) Subject to Council approval of funds budgeted therefore, authorize the Utility Enterprises Director to contract for all services, supplies, equipment, and machinery required in the operation maintenance, improvement, and extension of the electric system, provided, however, (i) that the Utility Enterprises Director shall have the authority to let contracts within the Electric Department's budget obligating the electric plant on purchase orders without prior approval by the Power Board in an amount set by resolution of the Power Board; and (ii) all emergency purchases by the Electric Department shall be subject to procedures set forth in Section 2-10 of the Code;

(8) Subject to Council approval of funds budgeted therefore, make any expenditure for the current fiscal year for the operation, maintenance, improvement, and extension of the electric system; and

(9) Subject to Council budget approval and consistent with the City's contract with the Tennessee Valley Authority, lower, raise, or otherwise change any rate or charge for electric service or other services furnished by the Electric Department and the electric system.

(B) *Limitations.* Notwithstanding anything to the contrary in this article that may be expressly or impliedly provided, nothing in this article shall be held or construed to:

(1) Empower the Power Board to borrow money on the faith and credit of the City or on the faith and credit of the electric system or the income and revenues therefrom or the properties thereof or otherwise, or to give and execute any evidence(s) of any such indebtedness; provided that nothing in this clause hereof shall be held or construed to prevent the Power Board from authorizing or making any expenditure (not previously authorized and made), provision for which

is made in the budget for the current fiscal year adopted by the Council for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system;

(2) Authorize the Power Board in its own name to purchase, hold, or encumber any real property;

(3) Prevent the Council from reducing or eliminating any item(s) of expenditures provided for in said budget to the extent not theretofore already encumbered or made; or

(4) Affect in any manner or way any contract or obligation of the City with respect to the electric system or the income or revenues therefrom or the properties thereof, nor with respect to any bonds issued in connection with the electric system or obligations assumed with respect to such bonds.

(C) *Budget.* On or before May 15th of each year, unless such time be extended by the Council, the Power Board shall submit to the City Manager, for submission to and consideration by the Council, the budget for the Electric Department for the operation, maintenance, improvement, and extension of the electric system for the ensuing fiscal year, which shall be prepared in cooperation with the City Manager and which shall set forth under appropriate headings:

(1) The recommended itemized expenditures required for the operation, maintenance, improvement, and extension of the electric system during such ensuing year;

(2) The amounts to pay principal of and interest on bonds payable in whole or in part from the revenues and income from the electric system and maturing during such ensuing year and the amount or amounts required by the resolution or resolutions authorizing such bonds to be set aside in reserve or sinking funds for such bonds during such ensuing year and including any recommended expenditures to be made from the proceeds of bonds which the Power Board may recommend to be issued by the City or from tax or other funds which the Council may be requested to provide;

(3) Set forth a detailed estimate of the income and revenues to be derived from the electric system during such ensuing year, supported by a detailed summary of the actual income and revenues from the electric system during the current and the preceding fiscal years and of the actual expenditures made from such income and revenues during such current and preceding fiscal years for the operation, maintenance, improvement, and extension of the electric system; and

(4) A detailed statement of the proceeds from bonds and of other funds made available by the Council or otherwise to, and actually expended for, the operation, maintenance, improvement, and extension of the electric system during the current and preceding fiscal years.

Nothing herein contained shall be held or construed to prevent the City Manager from commenting upon or providing additional information for consideration by the Council with respect to the budget for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system during such ensuing fiscal year.

(D) *Reports to Council.* The Power Board shall make an annual report for each fiscal year of the operations, receipts, and expenditures of the Electric Department and of the electric system to the Council and, if and so long as requested by the Council, quarterly reports of such operations, receipts, and expenditures, reflecting total income and revenues of the Electric Department and of the electric system and, under headings corresponding with the items in the budget for the current fiscal year of the Electric Department and electric system, the expenditures authorized and made during the period covered by such reports.

Sections 2-88 – 2-90 – Reserved.”

SECTION 4. Chapter 2, Administration Article IV, Water Resources Department

and Board, of the Murfreesboro City Code is amended by deleting all references to the

“Water and Sewer Department” and “Water and Sewer Board” and replacing them respectively with “Water Resources Department” and “Water Resources Board.”

SECTION 5. Chapter 2, Administration, Section 2-75, Department Created, of the Murfreesboro City Code is amended by adding the following sentence to the end of subsection (A): “The Water Resources Department shall be a part of the City’s Utility Enterprises Division.”

SECTION 6. Chapter 33, Water and Sewers, of the Murfreesboro City Code is amended by retitling the chapter “Water Resources” and deleting all references to the “Water and Sewer Department” and “Water and Sewer Board” and replacing them respectively with “Water Resources Department” and “Water Resources Board.”

SECTION 7. Section 33-2.1.1, Conditions for water and sewer service to property outside City limits, of the Murfreesboro City Code is amended by deleting the phrase “section 11-1” and substituting in lieu thereof the phrase “section 11-4.”

SECTION 8. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Melissa Wright
City Recorder

APPROVED AS TO FORM:

Adam F. Tucker
Interim City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/16/18

Item Title: Setback Requirements for Residential HVAC Units

Department: Building and Codes

Presented by: Robert Holtz

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

Amendments to the 2012 International Residential Code Ordinance R13-0-59 require HVAC units to be a minimum of five feet from side property line. This Ordinance will change the five-foot setback to three feet.

Staff Recommendation:

Pass and adopt the ordinance amending the 2012 International Residential Code altering the setback required for HVAC units from five to three feet.

Background Information:

In May 2008, City Council amended the 2006 International Residential Code to require exterior walls, chimneys, decks and HVAC units to be at least five feet from the property line. This amendment carried forward for the 2012 International Residential Code. The amendment forces many HVAC units to be placed in the back yard of the residential unit where residents spend most of their outdoor time. By allowing these units to be placed within three feet of the property will decrease the number of units being placed in the back yard. This clearance will allow servicing of the unit and maintain clearances for air circulation.

Council Priorities Served

Safe and Livable Neighborhoods and Excellent Services with a Focus on Customer Service

Allow HVAC units to be place on the side of a residential property increases the livability of the outside area most commonly used by residents.

Fiscal Impacts:

No fiscal impacts are projected.

Attachments: None

1. Ordinance 18-0-48

ORDINANCE 18-O-48 amending the Murfreesboro City Code, Chapter 7, Buildings, Section 7-12, International Residential Code-Amended.

WHEREAS, reducing the required clearance between a heating-ventilation-and-air conditioning (HVAC) and the side lot line from 5 feet to 3 feet will provide more opportunity for units to be placed on the side of a house instead of in the back, and, thus, provide a more livable and enjoyable area for the home owners; and

WHEREAS, the 3-foot clearance will still provide sufficient clearance for servicing and maneuvering around the equipment.

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

SECTION 1. Section 7-12 of the Murfreesboro City Code, dealing with the amendments to the International Residential Code, is hereby amended by deleting subsection (O) in its entirety and substituting in lieu thereof the following:

“(O) Section R302.1 on exterior walls is amended by deleting the title and text of this section in its entirety and in lieu thereof substituting the following:

“Section R302.1 Dwelling unit separation walls of zero-lot-lines structures and townhomes. Dwelling unit separation walls of zero-lot-lines structures and townhomes shall comply with Table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exception: Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.

Section R302.1.1 Exterior Walls. Exterior walls and their projections, fire places, decks, HVAC equipment and roof overhangs shall not be within 5 feet (1,524 mm) of a side lot line, except that roof overhangs may extend 12 inches (1,254 mm) into the 5-foot setback if the overhangs minimum fire resistance rating is 1 hour on the underside. The exterior walls of single family dwellings, townhomes, duplexes and zero-lot-line structures shall be at least 10 feet (3,048 mm) from other structures, other than accessory structures, located on the same lot.”

Exception: HVAC equipment may extend to within, but no less than 36" of a side lot line. The clearance between the house and HVAC unit must comply with the unit's manufacturer's requirements. In the absence of the manufacturer's requirements the clearance shall be no less than 12 inches.”

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa Wright
City Recorder

Adam F. Tucker
Interim City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Increases in Building Permit fee

Department: Building and Codes

Presented by: Robert Holtz

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

Increase permit fees for Residential Building Permits, Plumbing, Mechanical, Fuel Gas and Grading Permits.

Staff Recommendation

Staff recommends approval.

Background Information

Resolution 14-R-04 lists the current permit fees. The City's fees for residential building permits have not been modified since 2001. Currently, these approximately half of comparable fees charged in Metro-Nashville, Clarksville, and Rutherford County. This fee increase was discussed at a stakeholders meeting on July 11, 2018 and no negative feedback was received. The proposed fees being the City's assessment for residential building permits in line with other jurisdictions in Middle Tennessee. There is no proposed fee increase for commercial building permits at this time.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Assessing a fee for the City providing specific services assists in funding the costs incurred in providing these services by directing assessing the beneficiary of the services. In this case, building permit fees offsets a portion of the cost of operating the Development Services Division.

Fiscal Impacts

Increase residential building permit and sub permit fees is estimated to recover \$550,000.00 annual.

Attachments:

1. Resolution 18-R-24

RESOLUTION 18-R-24 adopting a Schedule of Fees for Permits Issued by the City of Murfreesboro Building and Codes Department.

WHEREAS, Murfreesboro City Code, Section 7-2(H), International Building Code - Amended, states that “The fees for all work on buildings, structures, electrical, gas, mechanical and plumbing systems or alterations thereto requiring a permit shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 7-5(B), Standard Excavation and Grading Code - Amended, states that “The fees for grading permits shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 7-8(E), International Mechanical Code - Amended, states that “The fees for mechanical work permits shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 7-12(I), International Residential Code - Amended, states that “The fees for all work on buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations thereto requiring a permit shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 7-15(E), International Energy Conservation Code - Amended, states that “Permit fees shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 11-9(D), City Electrical Code—Fees, states that “Permit fees for the installation of any electrical system or part thereof, including but not limited to the installation of both new electrical systems and additions, alterations and repairs to existing electrical systems, the installation of electrical fixtures, equipment and devices and appurtenances thereto, shall be as adopted by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 15-2(F), International Fuel Gas Code - Amended, states that “Permit fees shall be set by the City Council”; and,

WHEREAS, Murfreesboro City Code, Section 23-2(D), International Plumbing Code - Amended, states that “Permit fees shall be set by the City Council”; and

WHEREAS, the current amount of all such permit fees were established in 2014 and no longer cover the actual staff and out-of-pocket costs to the City.

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

SECTION 1. The following Commercial, Industrial, and Multifamily Building Permit Fees are hereby adopted:

(A) Application and Scope. The building permit fees set forth herein shall apply to commercial, industrial, and multifamily structures, except two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress. Building permits are required as prescribed by the International Building Code, as amended, for all construction, alteration, or repairs (other than ordinary maintenance repairs), fences, and accessory buildings and structures.

(B) Base Fee. The building permit fees for commercial, industrial, and multifamily structures (excluding two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress) shall be calculated as follows and shall be rounded up to the next dollar amount:

<u>TOTAL VALUATION</u>	<u>Fee</u>
\$101.00 TO \$2,000.00	\$22.00 per thousand or fraction thereof
\$2,001.00 to \$15,000.00	\$46.00 for the first \$2,000.00 plus \$14.00 for each additional thousand or fraction thereof, to and including \$15,000.00
\$15,001.00 to \$50,000.00	\$220.00 for the first \$15,000.00 plus \$11.20 for each additional thousand or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$614.00 for the first \$50,000.00 plus \$9.00 for each additional thousand or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,064.00 for the first \$100,000.00 plus \$5.60 for each additional thousand or fraction thereof, to and including \$500,000.00
\$500,001.00 and up	\$3,314.00 for the first \$500,000.00 plus \$3.40 for each additional thousand or fraction thereof

Valuation is defined as the cost of construction including structural, electrical, plumbing, mechanical, gas, interior finish, site preparation and development, architectural and design fees, overhead, and profit. The valuation is based on the contract amount. The City reserves the right to require a copy of the contract should the valuation be less than seventy-five percent (75%) of the national average for the type of construction appearing in the Building Valuation Data – August 2013 published by the International Code Council.

(C) Partial Permits. An administrative fee of \$75.00 shall be assessed for each partial permit approved by the Building & Codes Director.

(D) Final Inspection Deposit Agreement. All applicants obtaining a commercial, industrial, or multifamily building permit pursuant to the International Building Code, as amended, for a building or structure that already has an electric meter shall execute a final inspection deposit agreement and tender a \$400.00 deposit with the City. Such deposit shall be refunded in full upon permit holder's obtaining certificate of occupancy for the building or structure for which the permit was issued.

(E) Additional Certificates of Occupancy. All applicants requesting more than one original Certificate of Occupancy for a Building Permit will be accessed a fee in the amount of \$200.00 for each additional Certificate issued.

SECTION 2. The following One- and Two-Family Dwelling and Multiple Single-Family Dwelling Building Permit Fees are hereby adopted:

(A) Application and Scope. The building permit fees set forth herein shall apply to one- and two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress. Building permits are required as prescribed by the International Residential Code, as amended, for all construction, alteration, repairs (other than ordinary maintenance repairs), fences, and accessory buildings.

(B) Base Fee for New Construction. The building permit fees for the construction of a new one-and two-family residential dwelling or a multiple single-family dwelling not more than three stories high with separate means of egress shall be calculated as follows and shall be rounded up to the next dollar amount:

TOTAL SQUARE FEET*	Fee
Less than 1000 sq.ft.	Minimum fee of \$325.00
1000 sq.ft. to 2000 sq.ft.	\$325.00 plus \$0.36 per sq.ft. over 1000 sq.ft.
2001 sq.ft. to 3000 sq.ft.	\$675.00 plus \$0.47 per sq.ft. over 2000 sq.ft.
More than 3000 sq.ft.	\$1150.00 plus \$0.52 per sq.ft. over 3000 sq.ft

*For purposes of calculating the fee for a particular dwelling, "total square feet" shall equal the square footage of heated areas (all levels) plus one-third ($\frac{1}{3}$) of the square footage of unheated areas and areas under roof, calculated as follows:

- Heated areas are measured along outside of exterior walls.
- Unheated areas and areas under roof such as garage, unfinished basements, expandable spaces, carports, and covered patios shall be measured along their outside walls of supports.
- Valuation is defined as the cost of construction, including structural, electrical, plumbing, mechanical, gas, interior finish, site preparation and development, architectural and design fees, overhead, and profit. The valuation is based on the contract amount. The City reserves the right to require a copy of the contract should the valuation be less than seventy-five percent (75%) of the national average for the type of construction appearing in the Building Valuation Data – August 2013 published by the International Code Council.

(C) Base Fee for Additions or Alterations to Primary Structures and Construction and Alteration of Accessory Buildings and Structures. The building permit fees for additions to or alterations to one-and two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress and for the construction or alteration of accessory buildings and structures (other than swimming pools) on any such residential property shall be calculated as follows and shall be rounded up to the next dollar amount: \$10.00 per \$1,000 valuation with a minimum fee of \$20.00. Ordinary maintenance repairs to existing buildings and structures are exempt from this requirement.

(D) Base Fee for Swimming Pools on Residential Property. The building permit fee for a swimming pool constructed on a property on which a one-and two-family residential dwelling is located shall be \$50.00 for above ground pools and \$100.00 for in- ground or partially in-ground pools.

(E) Final Inspection Deposit Agreement. All applicants obtaining a building permit pursuant to the International Residential Code, as amended, for a building or structure that already has an electric meter shall execute a final inspection deposit agreement and tender a \$100.00 deposit with the City. Such deposit shall be refunded in full upon permit holder's obtaining certificate of occupancy for the building or structure for which the permit was issued. Persons applying for a permit for a residential fence, deck, patio, or detached portable structures are exempt from this requirement unless the detached structure requires the issuance of a certificate of occupancy.

(F) Additional Certificates of Occupancy. All applicants requesting more than one original Certificate of Occupancy for a Building Permit will be accessed a fee in the amount of \$200.00 for each additional Certificate issued.

SECTION 3. The following Mechanical Permit Fees are hereby adopted:

(A) Mechanical Permits Issued under the International Residential Code: The fee for mechanical permit issued under the International Residential Code shall be \$75.00 per dwelling unit.

(B) Mechanical Permits Issued under the International Mechanical Code: The fee for mechanical permit issued under the International Mechanical Code shall be:

<u>TYPE OF INSPECITON</u>	<u>FEE</u>
Inspection of new heating, ventilating, duct work, air conditioning, and refrigeration systems and replacements of any such existing system with a system whose capacity is comparable to that of the system being replaced.	\$60.00 for the first one thousand dollars or fraction thereof, of valuation of the installation plus \$6.00 for each additional one thousand dollars or fraction thereof
Inspection of repairs, alterations, and additions to an existing system	\$50.00 for the first one thousand dollars or fraction thereof, of valuation of the installation plus \$4.00 for each additional one thousand dollars or fraction thereof
Inspection of boilers (based upon BTU input)	
33,000 BTU (1 BHp) to 165,000 BTU (5 BHp)	\$20.00
165,001 BTU (5 BHp) to 330,000 BTU (10 BHp)	\$30.00
330,001 BTU (10 BHp) to 1,165,00 BTU (52 BHp)	\$60.00
1,165,001 BTU (52 BHp) to 3,300,000 BTU (98 BHp)	\$70.00
Over 3,300,000 BTU	\$80.00

(C) Self-Contained Air-Conditioning Units. In all buildings, except one and two family dwellings, where self-contained air conditioning units of less than two tons are to be installed, the fee charged shall be that for the total cost of all units combined.

SECTION 4. The following Electrical Permit Fees are hereby adopted:

(A) All Properties other than Residential One- and Two-Family and Multiple Single-Family Dwellings. The following fees shall apply to electrical permits issued for any property other than one- and two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress:

<u>ITEM</u>	<u>FEE</u>
Rough-In Inspections	
0 Amps – 1000 Amps	\$30.00/insp.
Over 1000 Amps	\$35.00/insp.
Temporary Poles & Service Releases	
0Amps – 200 Amps	\$30.00
201Amps – 400 Amps	\$40.00
401Amps – 600 Amps	\$50.00
601 Amps – 1000 Amps	\$90.00

Over 1000 Amps	\$120.00
Final Inspections	
0 Amps – 200 Amps	\$30.00/insp.
201 Amps – 400 Amps	\$40.00/insp.
401 Amps – 600 Amps	\$50.00/insp.
601 Amps – 1000 Amps	\$90.00/insp.
Over 1000 Amps	\$350.00/insp.
Flat Fee for the following permits:	
Occupancy Final	\$75.00/insp.
HVAC Permit	\$30.00/Air Handling Unit
HVAC – VAV Boxes	\$5.00 per VAV/30.00 base fee
Sign Permit Fee	\$40.00
Temporary Service Entrance Agreement*	\$35.00 administrative fee and \$30.00 inspection fee, plus \$400 deposit refundable upon obtaining certificate of occupancy

* A permit holder requesting temporary gas and electrical service at the same time will be charged a single administrative fee of thirty-five dollars (\$35.00).

(B) Residential One- and Two-Family and Multiple Single-Family Dwellings. The following fees shall apply to electrical permits issued for one- and two-family residential dwellings and multiple single-family dwellings not more than three stories high with separate means of egress:

ITEM	FEE
Electrical Permit Base Fee:	\$35.00
New Construction (Only) One And Two Family Dwellings <i>Electrical Permit Base Fee Required</i>	
0 Amps – 200 Amps	\$80.00/unit*
201 Amps- 400 Amps	\$100.00/unit
Over 400 Amps	\$120.00/unit
Required Temporary Service Release, Rough-In and Final Inspections	Included
New Construction (Only) Multi-Family Dwellings <i>Electrical Permit Base Fee Required</i>	
0 Amps – 200 Amps	\$80.00/unit
201 Amps – 400 Amps	\$100.00/unit
Over 400 Amps	\$120.00/unit
Required Rough In and Final Inspection & First Re-inspection	Included
Remodel And Addition To One And Two Family Dwellings <i>(No Base Fee)</i>	
0 Amps – 200Amps	\$80.00/unit
201 Amps – 400 Amps	\$100.00/unit
Over 400 Amps	\$120.00/unit
Required Inspection & First Re-inspection	Included
Pools And Hot Tubs <i>(No Base Fee)</i>	
Above ground pools and Hot Tubs (includes Rough-In and Final Inspections)	\$60.00
In-ground Pools (includes Rough-In and Final Inspections)	\$80.00
Step system and Pump	\$30.00
HVAC/Unit <i>(No Base Fee)</i>	\$30.00
Temporary Pole <i>(No Base Fee)</i>	\$30.00
Service Repair or Change Out	\$30.00

*Note: "unit" means dwelling unit.

SECTION 5. The following Gas Permit and Inspection Fees are hereby adopted:

(A) Base Fee. The fee for issuing a gas permit shall be thirty dollars (\$30.00).

(B) Inspection Fee. Except as provided in subsection (C) below for the inspection of temporary gas service, the total fee for inspecting the gas piping at a single location (including both rough and final piping inspection) shall be eight dollars (\$8.00) for each gas outlet.

(C) Temporary Service Entrance Agreement. Parties holding a gas permit for any building and structure other than a one- and two-family residential dwelling or multiple single-family dwellings not more than three stories high with separate means of egress that wish to establish temporary gas service to the building or structure prior to obtaining a certificate of occupancy shall be required to sign a temporary service entrance agreement and shall be charged a thirty-five dollar (\$35.00) administrative fee, a thirty dollar (\$30.00) inspection fee, and a two hundred dollar (\$200.00) deposit, refundable upon obtaining a certificate of occupancy. A permit holder requesting both temporary gas and electrical service at the same time will be charged a single administrative fee of thirty-five dollars (\$35.00).

SECTION 6. The following Plumbing Permit Fees are hereby adopted:

(A) Base Fee: The base fee for any plumbing permit issued under the International Plumbing Code or the International Residential Code, as amended, for all construction, alteration, or repairs (other than ordinary maintenance repairs) shall be \$40.00.

(B) Additional Fees: The following additional fees shall be added to the base fee in accordance with the work permitted under the permit:

<u>ITEM</u>	<u>FEE</u>
For each plumbing fixture, floor drain or trap (including water and drainage piping).	\$8.00
For each building sewer.	\$30.00
For each building sewer having to be placed or repaired.	\$30.00
For each cesspool.	\$10.00
For each septic tank, step system septic tank and seepage pit or drainfield.	\$20.00
For each water heater and/or vent.	\$15.00
For installation, alteration, or repair of water piping and/or water treating equipment.	\$25.00
For repair or alteration of drainage or vent piping	\$25.00
For vacuum breakers or backflow protection devices installed subsequent to the installation of the piping or equipment served	\$8.00

SECTION 7. The following Grading Permit Fees are hereby adopted:

<u>VOLUME OF SOIL EXCAVATED OR GRADED</u>	<u>FEE</u>
50 cubic yards or less	\$40.00

51 to 100 cubic yards	\$60.00
101 to 1000 cubic yards	\$60.00 for the first 100 cubic yards, plus \$18.00 for each additional 100 cubic yards or fraction thereof
1001 to 10,000 cubic yards	\$156.00 for the first 1000 cubic yards, plus \$8.00 for each additional 1000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	\$264.00 for the first 10,000 cubic yards, plus \$35.00 for each additional 10,000 cubic yards or fraction thereof
100,001 cubic yards or more	\$750.00 for the first 100,000 cubic yards, plus \$40.00 for each additional 10,000 cubic yards or fraction thereof

SECTION 8. The following Additional Fees are hereby adopted:

(A) Additional Building Permit Fees. The following additional fees shall be added to the base fee for building permits issued pursuant to the International Building Code and International Residential Code in accordance with the work permitted under the permit:

<u>ITEM</u>	<u>Fee</u>
Moving any building or structure	\$150.00
Demolition of any one- and two-family residential dwelling building or structure	\$75.00
Demolition of buildings or structures other than one- and two-family dwellings	½ of Building Permit Fee (min. \$75.00)
Erecting a temporary structure or tent	\$75.00

(B) Final Inspection Deposit Agreement. All applicants obtaining a demolition or moving permit shall execute a final inspection deposit agreement and tender a \$500.00 deposit with the City. Such deposit shall be refunded in full upon permit holder's passing a final inspection of the site. The final inspection will not be passed until all structures including driveways, sidewalks and accessory buildings are removed from the site, the lot is grading to drain and is seeded and strawed. Any structures to remain must be approved prior to issuance of the permit and noted on the final inspection agreement.

(C) Fee for Re-Inspection. When a property has twice failed an inspection required under a permit or has failed inspection due to work not being complete unless a Conditional Certificate of Occupancy is issued before the next re-inspection, the permit holder will be required to pay a re-inspection fee of seventy-five dollars (\$75.00) prior to each re-inspection. The Building & Codes Director may waive the assessment of a re-inspection fee where the permit holder has demonstrated good and reasonable cause for the failed inspection(s).

SECTION 9. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam Tucker
Interim City Attorney

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Permit Fee Refund Policy

Department: Building and Codes

Presented by: Robert Holtz

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

Currently, the City does not charge a fee for refunding permit fees; however, a service fee of \$35 reasonable covers the cost incurred in processing the refund.

Staff Recommendation

Pass the resolution implementing the Permit Refund Policy to implement a process fee.

Background Information

In March 2014, Council established a permit refund policy (Resolution 14-R-05) allowing for the refund of permits fees that are not paid but no longer required. This policy has remained unchanged since it was adopted. It is estimated that a reasonable recovery for this expense can be generally covered by a \$35 refund fee.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Assessing a fee for the City providing specific services assists in funding the costs incurred in providing these services by directing assessing the beneficiary of the services. In this case, a refund processing fee will offset a portion of the cost of operating the Development Services Division.

Fiscal Impacts

It is estimated that the refund processing fee will recovery \$7,500.00.

Attachments:

1. Resolution 18-R-25

RESOLUTION 18-R-25 adopting a City of Murfreesboro Building and Codes Department Permit Refund Policy.

WHEREAS, Murfreesboro City Code, Section 7-2(J), International Building Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees."; and,

WHEREAS, Murfreesboro City Code, Section 7-8(F), International Mechanical Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees."; and,

WHEREAS, Murfreesboro City Code, Section 7-12(K), International Residential Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees."; and,

WHEREAS, Murfreesboro City Code, Section 7-15(G), International Energy Conservation Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees."; and,

WHEREAS, Murfreesboro City Code, Section 11-10, Permits—Non-transferability, refunds, and re-issuance, provides for the refunding of electrical permit fees under certain circumstances; and,

WHEREAS, Murfreesboro City Code, Section 15-2(G), International Fuel Gas Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees."; and,

WHEREAS, Murfreesboro City Code, Section 23-2(E), International Plumbing Code - Amended, states that "The City Council shall adopt a policy governing the refunding of permit fees.;" and

WHEREAS, the City Council desires to amend the City's current policy governing the refunding of fees associated with permits issued by the City of Murfreesboro Building and Codes Department by assessing a non-refundable \$35.00 service fee for any permit issued by the Department.

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

SECTION 1. The following City of Murfreesboro Building and Codes Department Permit Refund Policy is hereby adopted:

(A) Requests for refund of fees associated with permits issued by the City of Murfreesboro Building and Codes Department must be submitted in writing and within 30 days of the permit issuance. The permit fees shall be eligible for refund, if one of the following conditions exists:

- (1) Permit was issued pursuant to a construction contract which has been subsequently terminated and no work has been performed;
- (2) Permit was issued on a lot whose soil/environmental conditions were subsequently discovered to be difficult to build;
- (3) Permit was issued for a structure and where after permit issuance it was discovered that structure would not fit on lot or meet setbacks; or

(4) Permit was issued for a like change-out of a gas HVAC unit or water heater to a City Licensed Gas Contractor **or** a mechanical permit was issued for a like change-out of an HVAC unit.

(B) Permit holders shall not be eligible for a refund except as specifically authorized in subsection (A). Permit holders are not eligible for refunds due to obtaining multiple permits for the same work or project unless one or more of the conditions set forth in subsection (A) authorizing a refund exists.

(C) If a permit holder is eligible for a refund based on the conditions described above, the Building and Codes Department will authorize the City Recorder's office to issue a refund to be returned to the permit holder by mail. All refunds shall be subject to a \$35.00 service fee for each permit which will be deducted from the refund amount.

(D) Permits issued by the Building and Codes Department cannot be transferred to a different contractor, job site or location. If a change in permit status occurs, the permit must be voided and a new permit issued with the correct status of contractor, job site or location.

(E) When a change in contractor occurs before a job is completed, either the contractor who obtained the original permit or the owner of the property shall notify the department in writing and the original permit will be voided. A permit to finish construction shall be issued to the new contractor completing the work. The permit fee will be based on the cost of construction of the work to be done to complete the project.

(F) This policy shall apply to all permits issued by the Building and Codes Department, including, without limitation, permits issued pursuant to the following Codes, adopted and amended by ordinance: International Building Code, Standard Grading and Excavation Code, National Electrical Code, International Mechanical Code, International Residential Code, International Energy Conservation Code, International Fuel Gas Code, and International Plumbing Code.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

Adam Tucker
Interim City Attorney

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Increase in Sign Fees

Department: Building and Codes

Presented by: Robert Holtz

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

Proposed is an additional base fee for ground mounted signs to recover the costs incurred for two field inspections.

Staff Recommendation

Pass the resolution increasing the fee for ground mounted signs.

Background Information

Sign fees have remained unchanged since 2010 (Resolution 10-R-30). Currently, the base fee for attached signs and ground signs is the same. Ground mounted signs; however, require two additional field inspections. This fee increase was discussed at a stakeholder meeting on July 11, 2018 and no negative feedback was received.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Assessing a fee for the City providing specific services assists in funding the costs incurred in providing these services by directing assessing the beneficiary of the services. In this case, building permit fees offsets a portion of the cost of operating the Development Services Division.

Fiscal Impacts

Increased base fee for a ground sign is estimated to recover \$3,000.00.

Attachments:

1. Resolution 18-R-26

RESOLUTION 18-R-26 establishing fees for issuance of sign permits pursuant to Chapter 25.2, the Sign Ordinance.

WHEREAS, Murfreesboro City Code § 25.2-20(G) permits City Council to establish and amend the sign permit and fee schedule by resolution; and

WHEREAS, it is appropriate and beneficial for the Resolution to be adopted at this time so there is continuity in the sign permit fees.

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

SECTION 1. The following permit fees are hereby established for issuance of sign permits pursuant to Chapter 25.2, the Sign Ordinance:

- (1) Except as specifically exempted from payment of a fee by Chapter 25.2, the permit fee for
 - (a) the construction of a new sign, or
 - (b) the relocation of an existing sign, or
 - (c) the remodel or reconstruction of an existing sign, or
 - (d) the replacement of a pre-existing, permanent sign face with a different sign face,shall be a base fee of \$20.00 for attached and face change sign and \$50.00 for new or relocated ground mounted signs plus \$1.00 per sq. ft. of surface display area; provided, however, that no fee shall be required when a legal, non-conforming sign is to be relocated on the same lot so that the sign will conform to the provisions of Chapter 25.2.
- (2) The permit fee for a mobile or stationary inflatable sign shall be \$20.00 plus \$1.00 per sq. ft. of surface display area, plus a \$50.00 refundable deposit for each flight.
- (3) The permit fee for a portable sign shall be \$30.00, plus a \$50.00 refundable deposit.
- (4) The permit fee for strip lighting shall be \$20.00 plus \$0.50 per linear foot.
- (5) The permit fee for outline lighting shall be \$20.00 plus \$0.50 per linear foot.
- (6) The Final Inspection Deposit shall be \$75.00.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam Tucker
Interim City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/16/18

Item Title: Resolution for the Release of Surplus Property

Department: Airport

Presented by: Chad Gehrke, Airport Manager



Requested Council Action:

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

Summary

Release of surplus property at the Murfreesboro Municipal Airport.

Staff Recommendation

Approval of resolution releasing surplus airport property.

Background Information

In 1947, the City purchased approximately 75 acres with the assistance of an FAA grant to establish the Murfreesboro Municipal Airport. A portion of this property is a 1.28 parcel that borders Memorial Blvd. This parcel is current vacant and has been determined to have no viable aviation uses as demonstrated by multiple Airport Layout Plans prepared since the property was purchased.

Because the surplus parcel borders Memorial Blvd, the property has significant commercial value. This value offers an opportunity to dispose of the surplus parcel and utilize the resulting funds for need Airport improvements. Because the property is current subject to the provision of FAA grants, approval of the FAA to dispose of the property is necessary. A resolution of Council that directs the resulting funds for Airport use is required for the application to release this property FAA restrictions.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Disposing of the surplus airport parcel will improve the financial condition of the Airport by providing the funds necessary to enhancement of facilities and services, including the expense of a new Terminal building and other Airport improvements.

Excellent Services with a Focus on Customer Service

The funds resulting from the sale of this surplus property will assist in the construction of a new terminal building. This building will service as the future AVIATION GATEWAY TO MURFREESBORO, designed to present the City as the fast-growing, contemporary City it has become.

Fiscal Impacts

The established market value of the property is not less than \$1.3 million. Funds generated by the sale of the property will offset General Fund expenses that would otherwise be expended for Airport improvements.

Operational Issues

No operational issues are anticipated from the release of this property. Portions of airport property and easements will remain in place to provide for airport signage and maintenance of the storm water drainage system.

Attachments:

1. Surplus Land Release Resolution

RESOLUTION 18-R-XX declaring the intention of the City to utilization of the funds received from the sale of a certain tract of land to be released from the Grant restrictions of record at _____ exclusively to offset costs of constructing a new Terminal Building and related facilities at the Murfreesboro Airport.

WHEREAS, the tract of land shown on **Exhibit A** (the "Property") was a portion of property acquired by the City of Murfreesboro ("City") by Deed dated May 26, 1947, of record at Deed Book 99, Page 512, and has been restricted for use by the Murfreesboro Municipal Airport ("Airport"); and

WHEREAS, the purchase of the Property was supported by a Federal Aviation Administration Airport Improvement Program Grant 9-40—021-101 in 1947; and

WHEREAS, on January 5, 2016, the Murfreesboro Airport Commission recommended the pursuit of a release of a portion of the Property from the Grant restrictions, which recommendation was subsequently approved by the Murfreesboro Planning Commission and the Murfreesboro City Council; and

WHEREAS, a portion of the Property has been declared to be surplus with respect to the operation of the Airport; and

WHEREAS, this portion of the Property (the "Outparcel") has been surveyed (**Exhibit B**) and determined to contain 1.28 acres, and has been appraised based on a future commercial use; and

WHEREAS, the City has determined that the Outparcel should be sold and the proceeds used to assist in the cost of designing and constructing a new Terminal Building and related facilities to replace existing facilities that are no longer adequate for the needs of the Airport as such needs have expanded over the past years; and

WHEREAS, the City is in the process of completing the design and engineering for a new Terminal Building and for additional auto parking, the removal of Hangar 1 and fuel farm renovations, all of which will improve the usefulness and appearance of the Murfreesboro Airport; and

WHEREAS, the City is in the process of applying to the Federal Aviation Administration for a release of the Outparcel from the terms, conditions, reservations and restrictions of the above referenced Grant for Airport acquisition, construction and operation.

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

SECTION 1. That the City shall seek a purchaser for the Outparcel, subject to the approval of the Federal Aviation Administration, and that all proceeds realized from the sale of the Outparcel shall be utilized exclusively for the funding of the design, engineering and construction of a new Terminal Building and related facilities for the Airport.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

RESOLUTION 18-R-27 declaring the intention of the City to utilization of the funds received from the sale of a certain tract of land to be released from the Grant restrictions related to the acquisition of the property exclusively to offset costs of constructing a new Terminal Building and related facilities at the Murfreesboro Airport.

WHEREAS, the tract of land shown on **Exhibit A** (the “Property”) was a portion of property acquired by the City of Murfreesboro (“City”) by Deed dated May 26, 1947, of record at Deed Book 99, Page 512, and has been restricted for use by the Murfreesboro Municipal Airport (“Airport”); and

WHEREAS, the purchase of the Property was supported by a Federal Aviation Administration Airport Improvement Program Grant 9-40—021-101 in 1947; and

WHEREAS, on January 5, 2016, the Murfreesboro Airport Commission recommended the pursuit of a release of a portion of the Property from the Grant restrictions, which recommendation was subsequently approved by the Murfreesboro Planning Commission and the Murfreesboro City Council; and

WHEREAS, a portion of the Property has been declared to be surplus with respect to the operation of the Airport; and

WHEREAS, this portion of the Property (the “Outparcel”) has been surveyed (**Exhibit B**) and determined to contain 1.28 acres, and has been appraised based on a future commercial use; and

WHEREAS, the City has determined that the Outparcel should be sold and the proceeds used to assist in the cost of designing and constructing a new Terminal Building and related facilities to replace existing facilities that are no longer adequate for the needs of the Airport as such needs have expanded over the past years; and

WHEREAS, the City is in the process of completing the design and engineering for a new Terminal Building and for additional auto parking, the removal of Hangar 1 and fuel farm renovations, all of which will improve the usefulness and appearance of the Murfreesboro Airport; and

WHEREAS, the City is in the process of applying to the Federal Aviation Administration for a release of the Outparcel from the terms, conditions, reservations and restrictions of the above referenced Grant for Airport acquisition, construction and operation.

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

SECTION 1. That the City shall seek a purchaser for the Outparcel, subject to the approval of the Federal Aviation Administration, and that all proceeds realized from the sale of the Outparcel shall be utilized exclusively for the funding of the design, engineering and construction of a new Terminal Building and related facilities for the Airport.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Planning Commission Recommendations

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the four items below on September 20, 2018. September 27, 2018 is an alternate public hearing date. Staff believes that all matters can be heard at one Council meeting.

Background Information

During its regular meeting on August 1, 2018, the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Zoning application [2018-420] for approximately 4.9 acres located along Old Lascassas Road and Greenland Drive from RS-15 & RM-16 to PUD (College Pointe Center PUD), Rajesh Aggarwal applicant.
- b. Annexation plan of services and annexation petition [2018-507] for approximately 3.2 acres located along Spring Cove Drive and Tombee Court, Christopher and Karen Yonge applicant.
- c. Zoning application [2018-423] for approximately 4.5 acres to be rezoned from RS-A Type 1 to P and approximately 13 acres to be rezoned from RS-15 to P located along New Salem Highway and Warrior Drive, Mark Pirtle Gateway, LLC and City of Murfreesboro applicants.
- d. Proposed amendments to the Zoning Ordinance regarding Sections 7, 9, 24, 26, 27, and 31 and Chart 1 Endnotes [2018-802]; pertaining to updating various references in the Zoning Ordinance to the Murfreesboro Water Resources Board, the Development Services Division/Director, and the Public Works Division, City

of Murfreesboro Planning Department applicant.

Council Priorities Served

Engaging Our Community

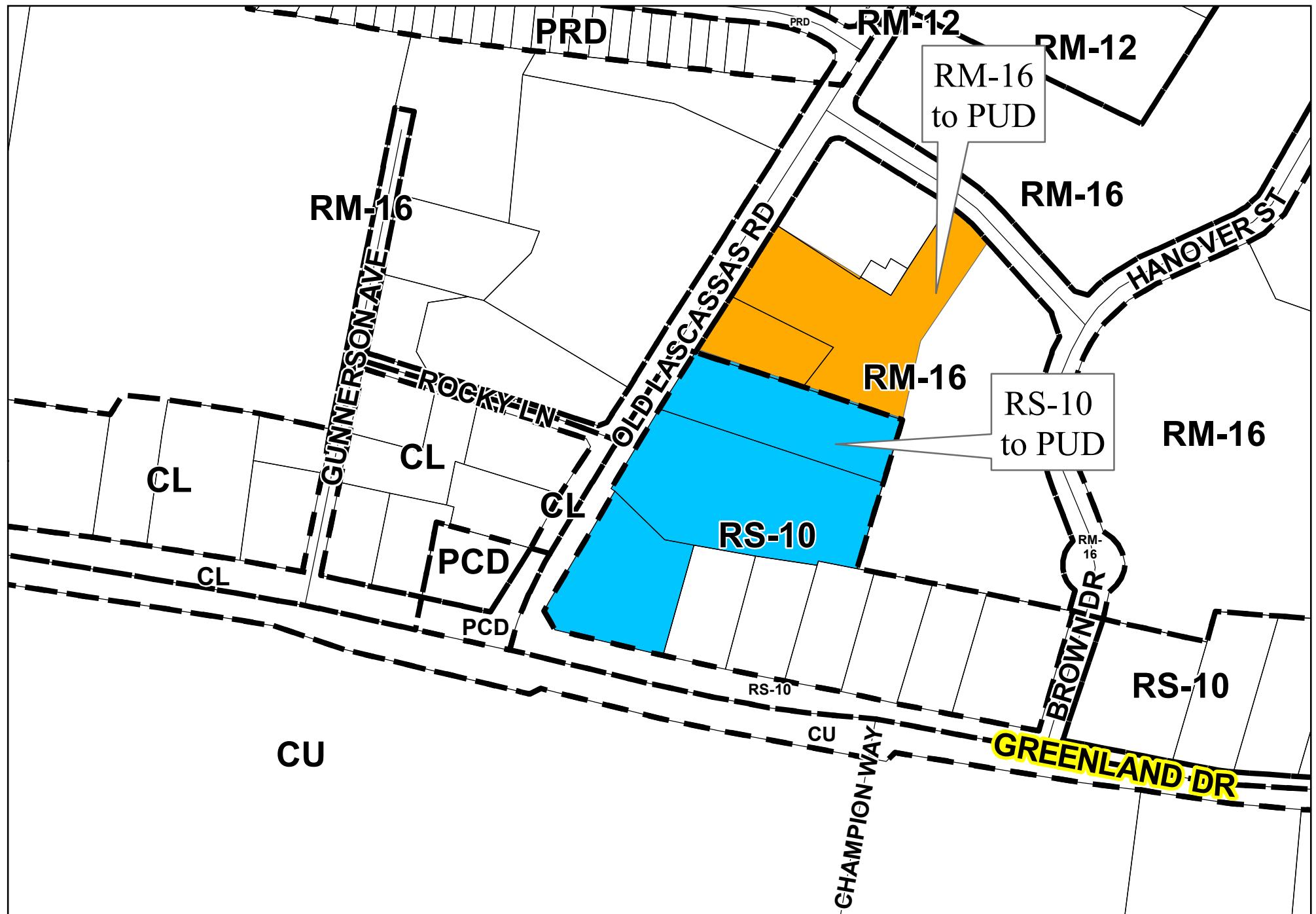
Public hearings are the official source of public input from the citizenry for annexation petitions and zoning applications.

Fiscal Impacts

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachments:

1. Map for zoning application for approximately 4.9 acres located along Old Lascassas Road and Greenland Drive
2. Map for annexation plan of services and annexation petition for approximately 3.2 acres located along Spring Cove Drive and Tombee Court
3. Map for zoning application for approximately 17.5 acres located along New Salem Highway and Warrior Drive



Rezoning Request along Greenland Drive and Old Lascassas Road RM-16 and RS-10 to PUD (College Point Center PUD)

Figure 1: A horizontal bar chart showing the distribution of 1000 samples across six bins. The x-axis is labeled with 0, 100, 200, 400, and 600. The bars are labeled 'East' below them. The distribution is roughly uniform, with the first bin having a slightly higher frequency than the others.



Path: \\gis\gisdata\planning\rezon\OldLascassas_Greenland.mxd

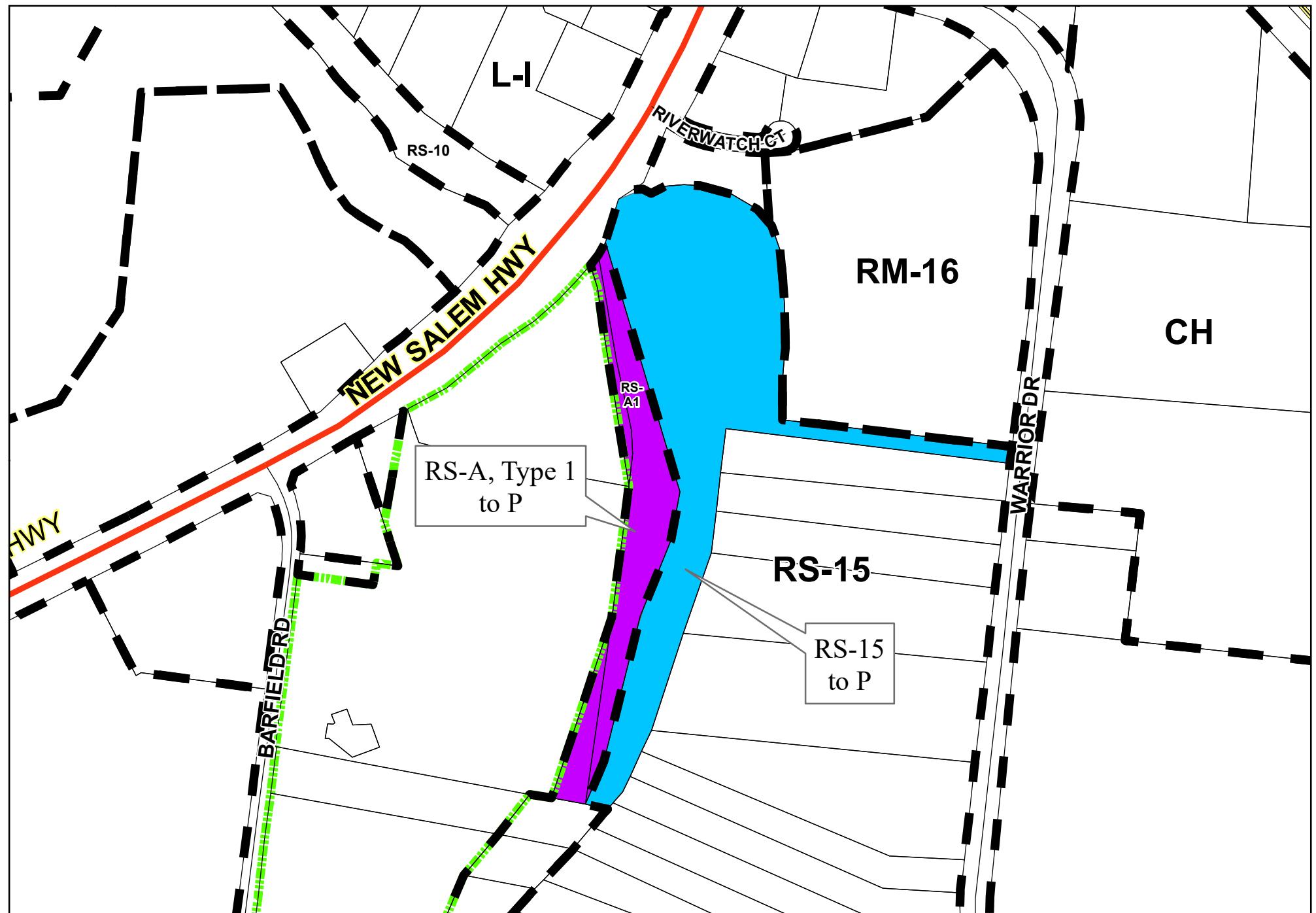


GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



Annexation Request for Property Along Spring Cove Drive and Tombee Court





Rezoning Request for Property Along New Salem Highway and Warrior Drive RS-15 and RS-A, Type 1 to P

0 200 400 800 1,200
Feet



COUNCIL COMMUNICATION

Meeting Date: 08/16/18

Item Title: Access Easement for TDK Hangar

Department: Airport

Presented by: Chad Gehrke, Airport 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

Allow 24 hour access through McKnight Park to the new TDK Hangar at Murfreesboro Municipal Airport.

Staff Recommendation

Approval of Access Easement Agreement allowing for access through McKnight Park.

Background Information

The City of Murfreesboro has been working with Air Methods/Vanderbilt Life Flight on various arrangements that would allow for the construction of a hangar and office for them over the past several years. A site on the most northern portion of the airfield was determined to be the best area for them to establish their base and operate giving them the most direct access to the runway minimizing their mixing with the smaller fixed wing aircraft. In 2015 the City was able to secure funding through the Tennessee Division of Aeronautics to fund the construction of Taxiway F to support the development of this area of the airfield. In 2017 The City of Murfreesboro and TDK Hangar, LLC., signed a Land Lease Agreement allowing for a 16,400 square foot hangar and 8,000 square feet of office space to be constructed. Air Methods/Vanderbilt Life Flight is the first customer to lease space in the TDK Hangar facility. This Access Easement allows the owners of TDK Hangar, LLC., and their customers access to their facility and hangar 24 hours a day. It also improves airfield access for our first responders as well.

Council Priorities Served

Safe and Livable Neighborhoods This access improves the ability of our Police and Fire and Rescue Departments to respond to incidents that are located on the north end of the airfield. This Access Agreement also provides ambulance services the most direct and efficient access to deliver patients to the Life Flight helicopter base on their way to Nashville and the emergency health care they require.

Strong and Sustainable Financial and Economic Health

This Access Agreement assists our first customer to develop on the north end of the airfield. It also provides access for future businesses and individuals that will be developing and utilizing other hangar facilities on this end of the airfield creating jobs and continued financial strength of our airport.

Excellent Services with a Focus on Customer Service

In this case the Parks and Recreation Department are modifying the location of a few of their security gates off of DeJarnette Boulevard allowing for continued protection of McKnight Park while providing customers and emergency services unhindered access to the Airport any time of the day or night.

Fiscal Impacts

There is a slight cost for the Parks and Recreation to relocate the gates. The benefit to that cost is the improved access that is gained for emergency services. This Access Agreement is another piece of the overall Airport development plan that will be a tremendous economic benefit to the airport and community.

Operational Issues

The Airport's Emergency and Security Plan will be updated and this new access to the airfield will be reviewed with our Police and Fire Rescue Departments once it is in operation. The Parks and Recreation Department will have to train their personnel on the new gate locations and arrangement as well.

Attachments:

1. Access Easement Agreement

Document prepared by: David A. Ives
Deputy City Attorney
111 W. Vine Street
Murfreesboro TN 37130

Tax map 69 Part of Parcel 72.00

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS Non- Exclusive Access Easement Agreement (“Easement Agreement”) is between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation in Rutherford County, Tennessee, (“City”) and TDK HANGAR, LLC, a Tennessee Limited Liability Company (“TDK Hangar”).

RECITALS:

A. The City is the owner of the real property shown on the attached Exhibit A (the “Park Property” and the “Airport Property”).

B. The City and TDK Hangar have entered into a Land Lease Agreement dated as of July 20, 2017, pursuant to which TDK Hangar is constructing a commercial airplane hangar and associated office facilities on City Airport Property.

C. The parties agree that the most appropriate street for addressing the TDK Hangar is DeJarnette Lane. Due to the layout of the Park Property and the Airport Property, however, the most appropriate motor vehicle drive and public access access from DeJarnette Lane to the TDK Hangar facility is across the City Park Road identified as “Access Road” on Exhibit A.

AGREEMENT:

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, the undersigned City hereby grants to TDK Hangar a non-exclusive Access Easement on the terms and conditions herein contained.

1. Access Road shall be open and available for ingress, egress and access use by TDK Hangar, its successors, assigns, subtenants, guests and business invitees, twenty-four hours each day, seven days each week, three hundred sixty-five days each year, subject only to closures or interruptions for ordinary maintenance and repair or for an emergency situation beyond the reasonable control of the City. In either event the Access Road shall be reopened as soon as reasonably practical in the circumstances.

2. The City shall, at its sole cost and expense, perform all routine maintenance and repair of the Access Road substantially similar to that performed on other park roads within Murfreesboro City Parks.

3. TDK Hangar understands that the Access Road exists primarily to serve patrons of and visitors to the McKnight Park and Starplex facilities, and that there may be slow-moving vehicles, bicycles, and children (and adults) playing near the Access Road. TDK Hangar agrees to use appropriate caution when travelling the Access Road and to use reasonable efforts to assure that its successors, assigns, subtenants, guests and business invitees likewise use appropriate caution when travelling the Access Road.

4. TDK Hangar understands that driveways off of the Access Road to other portions of the Park Property which will be closed from time to time and which driveways will be gated from time to time to limit or prohibit vehicles from reaching such other portions of the Park Property when closed. TDK Hangar agrees to respect such closures and to use reasonable efforts to assure that its successors, assigns, subtenants, guests and business invitees likewise respect such closures.

5. TDK Hangar understands that the Access Road has not been constructed to City Street weight-bearing standards, and agrees that any damage caused to the Access Road by heavy or over-weight vehicles or loads of TDK Hangar or TDK Hangar's successors, assigns, subtenants, guests and business invitees will be repaired at TDK Hangar's sole cost and expense.

6. TDK Hangar, for itself, its successors, assigns, subtenants, guests and business invitees will comply with all laws, ordinances, rules and regulations established from time to time by the State of Tennessee, County of Rutherford and the City of Murfreesboro with respect to use and utilization of the Access Road.

7. TDK Hangar, for itself, its successors, assigns, subtenants, guests and business invitees hereby releases the City from any and all liability for any injury to person or damage to property (whether suffered by TDK Hangar, itself, its successors, assigns, subtenants, guests and business invitees or any other person making use of the Access Road under the invitation of such TDK Hangar, itself, its successors, assigns, subtenants, guests and business invitees), arising out of or in connection with the use of the Access Road, save and except to the extent such injuries or damages are caused by the willful or intentional misconduct of the City.

8. Any notice required or permitted to be given hereunder by one party to another shall be in writing and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service addressed to the party to be notified at the address provided below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days advance written notice of such change of address.

If to the City:

City Manager
111 West Vine Street
Murfreesboro TN 37130

With a copy to:

City Attorney
111 West Vine Street
Murfreesboro TN 37130

If to TDK Hangar:

John Keach
TDK Hangar, LLC
1610 South Church Street #C
Murfreesboro TN 37130

With a copy to:

9. TDK Hangar may cause this Easement Agreement to be recorded at its sole cost and expense.

10. This Easement Agreement shall be governed by the laws of the State of Tennessee. Venue for any litigation shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

11. This Easement Agreement shall be effective upon the signature of the last party to sign, provided that this Easement Agreement shall have no force or effect until approved by the Murfreesboro City Council.

CITY OF MURFREESBORO

TDK HANGAR, LLC

By: Shane McFarland, Mayor

By: John Keach, President

ATTEST

Melissa Wright, City Recorder

APPROVED AS TO FORM

Adam F. Tucker, Interim City Attorney

ACKNOWLEDGMENTS ON FOLLOWING PAGE

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned Notary Public of the State and County aforementioned, personally appeared Shane McFarland and Melissa Wright, with whom I am personally acquainted and who, upon oath, acknowledged that they are the Mayor and City Recorder, respectively, of the City of Murfreesboro, Tennessee, and that they as such Mayor and City Recorder, being authorized so to do, executed the foregoing instrument, for the purpose therein contained by signing the name of the City of Murfreesboro, Tennessee by themselves as Mayor and City Recorder.

Witness my hand and seal at office, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

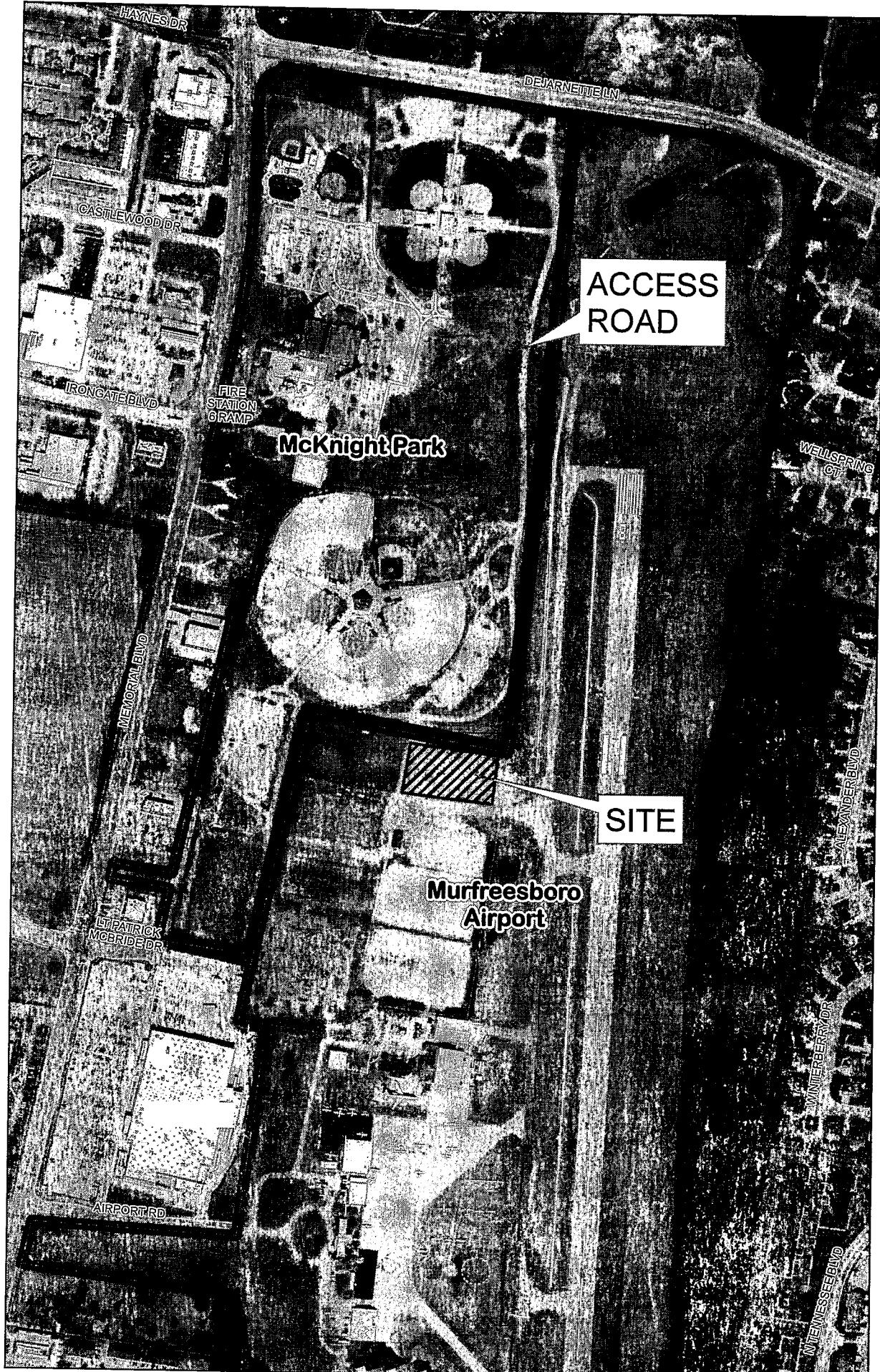
STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned Notary Public of the State and County aforementioned, personally appeared John Keach with whom I am personally acquainted and who, upon oath, acknowledged that he is President of TDK Hangar, LLC, and he as President being authorized to do so, executed the foregoing instrument, for the purpose therein contained by signing the name of _____ by himself as _____.

Witness my hand and seal at office, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____



Murfreesboro Airport

0 200 400 600 Feet



GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesboron.org

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Supplemental Land Lease Agreement with TDK Hangar

Department: Airport

Presented by: Chad Gehrke, Airport 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

Supplemental Land Lease Agreement with TDK Hangar, LLC. is required to support development of hangar and office complex at the Murfreesboro Municipal Airport.

Staff Recommendation

Approve Supplemental Land Lease Agreement with TDK Hangar, LLC.

Background Information Upon a previous recommendation of the Airport Commission, the City Council approved an original Land Lease Agreement with the TDK Hangar, LLC. This agreement allowed for the construction of a hangar and office facility which will support the storage of several aircraft including being the base for Vanderbilt Life Flight Station 5. The TDK Hangar, LLC. agreed to construct the extension of Taxiway F, provide the extension of an eight-inch waterline, installation of communication lines, and installation of conduit for other future utilities all which will be used for the future development of hangar facilities and offices on the north end of our Municipal Airport.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

With the Murfreesboro Municipal Airport at 100% capacity, this type of private/public cooperation and agreement is essential to be able to meet the demand of the current and future traveling public who use our airport for pleasure as well as business. The development of this and future facilities create jobs and provide a tremendous economic impact and opportunities for our community.

Fiscal Impacts This Supplemental Land Lease Agreement on its own has no fiscal impact except that it provides for the efficient and cost effective layout of the TDK Hangar development on the land provided. The Supplemental Land Lease Agreement is required by TDK Hangar's financier since twelve parking places associated with this development will technically be located on McKnight Park property. TDK has agreed to make these parking spaces available to the park as overflow parking. Additionally, the Airport has agreed to give up a similar wedge of property on the north west corner of the Airport land to assist in straightening up the property line making it easier to develop for both the Airport and McKnight Park. The entirety of the Original and Supplemental Land Lease Agreement along with the cooperation of the City of Murfreesboro and the TDK Hangar, LLC. will provide fuel and other revenues for the Airport along with the opportunity for future development of the Taxiway F area. In the big picture this development is an economic asset to our community providing jobs, a tremendous facility, and services for years to come.

Operational Issues There are no operational issues expected with this Supplemental Lease Agreement.

Attachments:

- 1. TDK Hangar, LLC Supplemental Land Lease Agreement**

MURFREESBORO AIRPORT and TDK HANGAR, LLC

SUPPLEMENTAL LAND LEASE AGREEMENT

The Parties to this Lease Agreement ("Lease") are:

The City of Murfreesboro ("City")
Murfreesboro Municipal Airport
Attn: Chad Gehrke, Airport Manager
1930 Memorial Boulevard
P O Box 4145
Murfreesboro TN 37129-4145
Phone 615-848-3254
Fax 615-848-3256

and

TDK Hanger, LLC ("Tenant")
ATTN: John Keach, President
1610 Church Street #C
Murfreesboro, TN 37130
Phone 615-895-8743
Fax 615-895-2631

IN CONSIDERATION of the premises, the mutual promises and commitments contained herein and the mutual benefits to be derived herefrom, the Parties, for themselves, their successors and assigns, agree as follows:

1. LEASED PROPERTY. The City hereby leases to Tenant and Tenant hereby leases from the City the property (the "Leased Property") identified or described on **Schedule 1**. **Schedule 1** is incorporated by reference into this Lease. **Schedule 2** containing Commercial Operations and insurance requirements is also attached and incorporated by reference into this Lease.

2. TERM. This Lease shall be effective as of September 1, 2017, and the initial term shall expire August 31, 2037, for a term of twenty (20) years unless previously terminated as provided in this Lease. Upon expiration of the initial term, this Lease may be renewed for one (1) successive term of ten (10) years unless notice of termination is given in writing by a Party as hereinafter provided in this Lease. Tenant

(including a corporate successor by merger or acquisition, but not including an unrelated third-party successor or assignee) shall have a right of first refusal to further extend the Lease for a term to be negotiated by the Parties and at the then-prevailing market rate for Lease space at the Airport. Tenant must notify the Airport in writing not later than one (1) calendar year prior to the expiration of the ten (10) year extended term of its desire to further extend the Lease; failure to so notify the Airport of its desire will constitute a waiver of any right to further extend the Lease.

3. CONSTRUCTION BY TENANT; RENT. Improvements shall be constructed by TENANT ("Tenant Improvements") as set forth in **Schedule 3** (also incorporated by reference into this Lease). TENANT shall pay annual rent as set forth in said **Schedule 3**.

4. RENT ADJUSTMENT. After expiration of the initial and automatic successive term, unless otherwise specifically agreed, annual rent shall be adjusted to the then-current market rent for land leases at the Murfreesboro Airport, and thereafter annual rent shall increase by three percent (3%) for each year beginning at the first anniversary of the market rent lease term. Rent not received by the 10th day of the month shall bear interest at the rate of 1.5% per month, assessed daily.

5. FUEL FLOWAGE FEE. As further consideration for the use and occupancy of Leased Properties under this Lease, TENANT shall pay the City a fuel flowage fee on any fuels or oils sold, dispensed or consumed from, on or about the Airport, as such fuel flowage fee may be established from time to time by the City; PROVIDED, HOWEVER, that TENANT is not authorized by this provision to sell automotive, aviation or jet fuel or any oils at the Airport, which right is exclusive to the City. The fuel flowage fee will be paid annually along with the annual rent.

6. UTILITIES. Unless otherwise specifically agreed, all utilities to TENANT properties will be separately metered and TENANT will be solely responsible for the costs of such utilities and shall make payment directly to the utility provider. As between TENANT and the Airport, TENANT will be solely responsible for any repairs or replacements to such utilities located inside any buildings or structures occupied by TENANT, including any upgrades, upsizing or increases necessary in order to support or facilitate any presently existing or expanded or increased operations of TENANT at

the Airport; City shall be responsible for any repairs or replacements to such utilities located outside buildings or facilities occupied by TENANT, unless the need for such repairs or replacements results from an act or action of TENANT or TENANT's agents, employees or business invitees.

7. MAINTENANCE.

7.A. GENERAL. All maintenance and repairs done by or on behalf of TENANT shall be of a generally acceptable quality in both materials and workmanship, and shall conform with all applicable rules and regulations prescribed by the State of Tennessee, which has jurisdiction over such maintenance or repair work. TENANT shall, in a timely manner, provide for the appropriate and sanitary handling and removal of trash, garbage and other refuse, including appropriate disposition of hazardous substances, resulting from or associated with TENANT's use or occupancy of or activities at the Leased Properties. TENANT shall provide and utilize appropriate covered or sealed receptacles for all such trash, garbage and other refuse, including hazardous substances.

7.B. BUILDINGS. Unless otherwise specifically agreed in an Addendum with respect to a specific Leased Property, TENANT shall be responsible for all routine maintenance of all buildings occupied by it, including routine interior and exterior cleaning, interior and exterior painting, and grounds maintenance. With respect to buildings constructed by TENANT, TENANT shall also be responsible for all non-routine maintenance and repair, such as but not limited to roof, support beams, walls, doors (including hangar doors), electrical, mechanical, heating and any other systems located in or adjacent to such buildings, and any other required structural or exterior repairs.

TENANT shall be responsible for protection of all interior spaces and facilities controlled by it from freeze damage.

TENANT shall promptly notify the Airport Manager if any of the Leased Properties or other airport facilities are in need of repair or require attention.

All repairs or maintenance undertaken by Tenant shall be completed in a reasonable time and in a good and workmanlike manner. If the City determines that any facility occupied by Tenant is in need of routine or non-routine repairs or maintenance and Tenant fails to accomplish such repairs or maintenance within a

reasonable time and in a good and workmanlike manner, the City may undertake and complete such repairs and maintenance for Tenant's account, and the City's cost of such repairs and maintenance shall be Invoiced to Tenant as Additional Rent and paid to City within 30 days of the Invoice date. Failure to pay within 30 days of the Invoice date shall constitute a default under this Lease and the City shall have the right, in addition to any and all other rights, to file a lien against any property of Tenant found within the Leased Property.

7.C. AUTOMOTIVE PARKING. TENANT shall be responsible for all maintenance and repair, whether routine or otherwise, of automotive parking areas dedicated to users of Leased Properties or participants in TENANT programs.

7.D GROUNDS. TENANT shall be responsible for all grounds within the Leased Property, including but not limited to landscaping, curbs, gutters, sidewalks and other hardscape features.

7.E. AIRCRAFT RAMPS AND TAXIWAYS. In order to maintain a uniform appearance and quality, the City shall be responsible for maintenance and routine resurfacing of all asphalt aircraft ramps and taxi-way areas; PROVIDED, HOWEVER, that TENANT shall reimburse the City for actual, reasonable repairs required by damage to any of such areas, other than ordinary wear and tear, caused by or resulting from the actions of TENANT, or TENANT's agents, employees or business invitees or the users of any of its Leased Property.

8. RIGHT OF ENTRY. The City, including but not limited to the Airport Manager, shall have the right to enter any portion of any of the Leased Property to inspect any portion of any of the Leased Property at reasonable intervals during TENANT's regular business hours, or in the event of an emergency at any time, to determine whether TENANT has complied with and is complying with the provisions of this Lease and any applicable Schedules. The City shall give written notice to TENANT of any item or items of maintenance or repair which are required to be made by TENANT and have not been appropriately made or completed. In the event that TENANT has not completed such maintenance or repair within 60 days after such notice, or has not made substantial progress toward the completion of such maintenance or repair within such 60 day period if such maintenance or repair cannot

reasonably be accomplished within such 60 day period, the City shall have the right, but not the obligation, to enter and make or perform such maintenance or repair or cause same to be made or performed, for the account and expense of TENANT. TENANT shall reimburse the City for the cost of such maintenance or repair within 90 days after its receipt of an invoice for same.

9. **ALTERATIONS, REMOVAL.** Subject to the provisions of Section 15 below, TENANT shall have the right to make, at its sole cost, alterations or additions to buildings constructed by it on any of the Leased Properties; PROVIDED, HOWEVER, that any substantial alterations or additions to any of such buildings must receive the prior written approval of the Murfreesboro Airport Commission. In addition, any substantial alterations or additions may only be accomplished pursuant to construction plans submitted to and approved by the City Building & Codes Department, with all work subject to all requirements of the City and inspected by the City Building & Codes Department, in the same manner and to the same extent as for alterations or additions to any other non-residential building in the City.

Upon the completion of any substantial alterations or additions, TENANT shall provide written certification to the City, in form and content acceptable to the City, as to the following:

- (a) the total amount of construction costs;
- (b) that all construction was accomplished in accord with the plans and specifications approved by the City and in accord with all applicable building codes, laws, rules, ordinances and regulations; and
- (c) that no liens exist on any of the construction and that all contractors, subcontractors and suppliers have been paid all amounts owing to them.

TENANT shall not remove or demolish, in whole or in part, any improvement or facility in or upon the Leased Properties, including buildings constructed in whole or in part by TENANT, without the prior written consent of the City, which consent may be conditioned upon the obligation of TENANT to replace the same by an improvement or facility specified in such consent.

10. **ASSIGNMENT; SUBLEASE.** Subject to the provisions of Schedule 2, Commercial Operations, TENANT shall not assign this Lease or sublease all or any

portion of the Tenant Improvements or the Leased Property without the prior written consent of the City, which consent may be conditioned on the City being satisfied or assured as to the financial viability of the proposed assignee or sub lessee. No such assignment or sublease shall relieve TENANT from any liability or responsibility under this Lease unless otherwise specifically agreed by the City.

TENANT shall only lease or sublease hangar or office space to persons or entities for aviation related uses and purposes.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

A. TENANT will, at its own cost, comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Airport and to TENANT's use of the Leased Properties and its operations at the Airport, including specifically those in Chapter 3 of the Murfreesboro City Code as same may be amended from time to time. TENANT specifically agrees that all construction, repairs, replacements, alterations and additions to any of its facilities will be in compliance with the laws, ordinances, rules and regulations of the City, including its Zoning Ordinance, Sign Ordinance, and all adopted Building Codes and utility codes. TENANT and the City both agree to comply with all requirements of federal or state grants related to TENANT facilities or to the Airport generally.

B. TENANT will follow all Rules and Regulations promulgated by the Airport for flight, aircraft and other operations in or about the Airport, including the following safety rules:

a. Flammable materials may be stored in the Leased Premises only if they are in a proper container which is grounded and vented with a pressure relief valve.

Any flammable materials, even those so contained, are subject to immediate removal at the direction of the Airport Manager. Rags, papers, and trash must be disposed of immediately after use.

b. The Leased Premises shall be kept free of oil. Oil may be changed in locations approved by the Airport Manager provided that all spills are cleaned immediately and that the used oil is disposed of in the manner specified by the Airport Manager or as required by law.

- c. No open flame (e.g. kerosene or propane heaters) or smoking is allowed inside the Leased Premises.
- d. Aircraft will not be started inside any Hangar. They must be pulled clear of the Hangar doors before starting engine(s).
- e. When an aircraft is removed from the Hangar for the purpose of flight, the Hangar doors will be closed and locked by TENANT.
- f. TENANT shall conduct its activities at the Airport in a safe, prudent, and cooperative manner. TENANT's activities shall not interfere with lawful and reasonable uses of the Airport by others.
- g. Automobiles and other vehicles will be operated and parked so that not to interfere with the safe and efficient movement of aircraft.

Any breach of federal, state, or local laws or regulations may be the basis for termination of this Lease.

C. TENANT will follow Federal Aviation Administration ("FAA") regulations at all times while based or operating at Murfreesboro Municipal Airport, specifically including but not limited to the following:

- a. **Right of Flight or Noise.** It shall be a condition of this Lease, that the City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operation on the Airport.
- b. **FAR Part 77 Height Restrictions.** TENANT expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions of Tenant Improvements on the Leased Property or otherwise to such a height so as to comply with Federal Aviation Regulations, Part 77.
- c. **Creation of Hazards.** TENANT expressly agrees for itself, its successors and assigns, to prevent any use of the Tenant Improvements or the Leased

Property which would interfere with or adversely affect the operations or maintenance of the Airport or otherwise constitute an airport hazard.

d. Subordination (Property Rights Reserved). This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the City acquired and has operated and is operating the Airport, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in any ordinances, rules or regulations which have been, or may hereafter be adopted by the City pertaining to the Airport, or with the terms and conditions contained in any Grant Assurances in connection with any federal or state grants, loans or other funding assistance.

TENANT understands that any violations may be reported to the FAA and that material violations adversely impacting the safety or operation of the Airport or of any Airport customer or user may be the basis for termination of this Lease.

12. SIGNS. TENANT shall not post any signs at the Airport or on any of the Leased Properties unless approved in advance by the Murfreesboro Airport Commission, which approval shall be reflected in a writing signed by the Airport Manager, and by the City Building and Codes Department pursuant to an Application for a Sign Permit as provided in the City Sign Ordinance. No sign or signage may be constructed, installed or erected in violation of the City Sign Ordinance.

13. COMMERCIAL OPERATIONS; INSURANCE. See **Schedule 2.**

14. ENVIRONMENTAL PROTECTION. TENANT agrees to comply with all applicable laws, ordinances, codes, rules, regulations, standards, orders or decrees of the City, Rutherford County, the State of Tennessee, and the United States, any agency of any of them, and any court of competent jurisdiction, (all together, "Laws"), as these Laws may now exist and as they may be hereafter adopted or amended relating to protection of the environment.

14.A. TENANT shall not cause or permit any "Hazardous Substance" as defined herein to be used, stored or generated in or about any portion of the Leased Properties, except as are used, stored and/or generated in full compliance with all Laws. TENANT shall not cause or permit the release [as "Release" is defined in 42 U.S.C. Section 9601

(22) (as amended)] of any Hazardous Substance, contaminant, pollutant, or petroleum product in, on or under any portion of the Leased Properties or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon.

14.B. From time to time throughout the term of this Lease and any renewal or extension of any portion thereof, as may be required, TENANT shall, at TENANT's sole expense, clean up, remove and remediate (1) any Hazardous Substances in, on, or under any portion of the Leased Properties in excess of allowable levels established by all applicable Laws, and (2) all contaminants and pollutants, in, on, or under any portion of the Leased Properties that create or threaten to create a threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable Law. This obligation of TENANT only applies to a Release of Hazardous Substances, pollutants, contaminants or petroleum products that was caused by TENANT, or anyone for whom TENANT is responsible, including, but not limited to, a student, customer, invitee, employee, agent, or person having a contractual relationship with TENANT.

14.C. Upon the termination of this Lease by whatever means, or other vacation or abandonment of any portion of the Leased Property, TENANT shall, at TENANT's sole expense, remove or permanently clean all Hazardous Substances that TENANT, or anyone for whom TENANT is responsible, including, but not limited to, a, customer, invitee, employee, agent, or person having a contractual relationship with TENANT, caused to be situated on, at, in or under any portion of the Leased Property. This shall be done in compliance with any and all applicable Laws and shall include the performance of any necessary cleanup or remedial action. TENANT shall provide the City with copies of all records related to any Hazardous Substances that are required to be maintained by any applicable Laws.

14.D. As used herein, the term "Hazardous Substances" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any Law requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (1) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive

Environmental Response Compensation and Liability Act (CERLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FQPCA), 33 U.S.C. Section 7401, et seq., all as now or hereafter amended, and such other environmental laws as may have been or may in the future be enacted, and (2) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect. As used herein, the term "Hazardous Substances" also means and includes, without limitation, asbestos; flammable, explosive, corrosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction thereof); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

15. TITLE TO IMPROVEMENTS. Title to all improvements heretofore or hereafter constructed by TENANT shall remain in TENANT during the term of this Lease, as extended, and TENANT shall be solely responsible for maintaining wind, fire or other casualty insurance upon such improvements at full replacement cost levels. Upon termination or expiration of this Lease, title to any improvements constructed by TENANT shall vest in the City.

16. LIENS.

A. TENANT will not create or permit to be created or remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Tenant Improvements or the Leased Property or any part thereof or upon TENANT's leasehold interest therein, which arises out of the use or occupancy of the Tenant Improvements or the Leased Property by TENANT or by reason of any labor and material furnished or claimed to have been furnished to TENANT or by reason of any construction, addition, alteration, repair or restoration of any part of the Tenant Improvements or the Leased Property, by TENANT. In the event that any such lien shall be filed against the Tenant Improvements or the Leased Property, TENANT shall

cause such lien to be released or discharged by payment or bonding within sixty (60) days after the filing thereof, or if such lien is not so discharged TENANT shall within such time notify City that TENANT desires to contest the validity of the lien and/or the claim on which it is based and furnish to City a written indemnity agreement, satisfactory to City, indemnifying City against any loss on account of the foreclosure of such lien and shall post any and all bonds in the form and amount as are necessary to obtain a full discharge of the Tenant Improvements and the Leased Property from the lien. If TENANT fails to post such bond(s) or otherwise obtain discharge and release of such Lien and save City harmless from all threat of loss or damage that could arise therefrom, City, after notice to TENANT, may pay and/or otherwise obtain discharge of such lien, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within sixty (60) days after such notice to Tenant, the failure by TENANT to discharge said lien shall constitute a default hereunder.

B. All persons furnishing labor or materials to TENANT in connection with the Tenant Improvements or the Leased Property any alterations or additions thereto are hereby notified that the filing of any mechanic's or materialmen's lien shall attach only to TENANT's leasehold estate in the Tenant Improvements or the Leased Property.

17. SUSPENSION OF THE LEASE AGREEMENT. This Lease shall be subject to suspension by TENANT or the City in the event any one or more of the following occur:

- (a) The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict TENANT's use of any portion of the Leased Property or the Airport, not caused by any act or omission of TENANT, and the remaining in force of such injunction for at least sixty (60) days; or
- (b) The assumption by the United States or the State of Tennessee, or any authorized agency of either, of the operation, control or use of Airport and its facilities in such a manner as to substantially restrict TENANT's use of any portion of the Leased Property or of the Airport, if such restriction be continued for a period of sixty (60) days; or
- (c) The closure or substantial restriction of the operations of the Airport due to repairs, installations or improvements to Airport facilities which substantially restrict

TENANT's use of any portion of the Leased Property or of the Airport if such restriction be continued for a period of sixty (60) days.

In the event of any occurrence provided for in this Section, this Lease (or any applicable portion thereof) may be suspended by TENANT or the City, until any such occurrence is substantially rectified, and TENANT shall be released from its obligation to pay the rental, fees, charges and other obligations hereunder as identified herein until the cessation of said suspension, at which time this Lease will resume and continue under the existing terms and conditions.

A suspension pursuant to this Section shall not be deemed to be a termination of all or any portion of this Lease and will not be considered grounds for termination of all or any portion of this Lease pursuant to Section 17 hereof.

18. TERMINATION.

A. TERMINATION WITHOUT CAUSE. TENANT shall have the right to terminate this Lease at any time during the original or extended term upon one full fiscal year's written notice to the City. At such time, and subject to the provisions in Section 15 above, TENANT shall surrender to the City the Leased property with all buildings erected thereon and additions thereto and the title to same shall vest in the City.

B. TERMINATION FOR CAUSE. (1) TENANT may in its sole discretion terminate this Lease in its entirety at any time for any of the following causes, PROVIDED THAT, after written notice and an opportunity to cure which is reasonable in the circumstances and in any event not less than thirty (30) days, such cause has not been remedied or eliminated:

- (a) a substantial failure of the City to provide any of the services required by the provisions of this Lease or any Schedule;
- (b) a material misrepresentation by the City in this Lease or any Schedule; or
- (c) a material breach of any other provision of this Lease or any Schedule by the City.

TENANT understands that portions or the entirety of the Airport may be temporarily closed for routine maintenance or for non-routine maintenance or repairs such as extending or re-surfacing runways or taxiways, installation of lighting or other such systems, or for construction of other improvements, and agrees that such

temporary closures will not constitute grounds for termination pursuant to this Section 18. The City agrees to use all reasonable efforts to schedule and to accomplish such maintenance, repairs, installation or construction so as to minimize to the extent reasonably possible the impact on all Airport users, including TENANT.

(2) Notwithstanding any provision of this Lease to the contrary herein, this Lease shall terminate in the event that TENANT violates this Lease and the City declares TENANT in breach of this Lease. In the event the City declares TENANT in breach of this Lease, the City shall give TENANT written notice of the breach and ninety (90) days thereafter in which to remedy the breach. If the breach is not remedied by the end of the ninety (90) days, then this Lease shall terminate, and the improvements constructed hereunder shall vest in the City which shall take possession of the Leased Property unless reasonable effort is being made by TENANT to make correction.

Termination by either party in accordance with this Section shall be subject to the provisions of Section 15.

19. SURRENDER OF PREMISES. Subject to the provisions of Section 15, at the expiration of this Lease or the termination of this Lease or any portion hereof pursuant to the terms and conditions hereof, TENANT shall surrender to the City the Leased Property with all buildings or other facilities erected or placed thereon and additions thereto, and the title to same shall vest in the City, provided that TENANT is entitled to keep and remove all of its moveable equipment and fixtures as provided in Section 20 below. Such Leased Property, buildings and facilities shall be surrendered in good order and in substantially the condition as when occupied, ordinary wear and tear excepted, and shall be left "broom clean."

20. PERSONAL PROPERTY, EQUIPMENT, FIXTURES. At the termination or expiration of this Lease, without regard to the reason, TENANT shall have the right to and may remove all personal property, equipment and fixtures (including signs) from the Leased Property; PROVIDED, HOWEVER, that TENANT shall repair any damage caused to any building or other facility by the removal of any of such personal property, equipment or fixtures (including signs) to the reasonable satisfaction of the City. Any personal property, equipment or fixtures (including signs) not removed by TENANT

within sixty (60) days of the effective date of the termination or expiration shall be deemed to have been abandoned and may be disposed of by the City as it shall elect.

21. **DESTRUCTION.** In case of damage or destruction by rain, windstorm, tornado, lightening, hail, fire or other casualty or catastrophic event, TENANT shall repair, restore, or rebuild at its own cost the buildings and improvements constructed by TENANT on the Leased Property in accordance with plans and specifications as approved by the City in writing, with all reasonable dispatch, and in any event within one (1) year from the time of such damage or destruction. Provided, however, that if such restoration is not completed within said one (1) year period but TENANT has diligently pursued same and is continuing so to do, then TENANT shall not be in default of this provision.

22. **INDEMNIFICATION.**

A. For purposes of this Lease, the term "Indemnified Party" shall mean City and each of its commissioners, officers, employees, agents, representatives, successors, and assigns.

B. TENANT agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigations expenses):

(a) Arising from any defects in the Tenant Improvements, whether latent or obvious, and any bodily injury, death and/or property damage (including property in TENANT's possession or under its control) arising from or relating to the Tenant Improvements and caused, directly or indirectly, by any defect in or failure of equipment, pipes or wiring, broken glass or backing up of drains, leaking gas or water, fire or smoke, the use, occupancy or condition of the Tenant Improvements or any part thereof, any breach by TENANT of this Lease, or any negligent act or omission of TENANT or any of TENANT's officers, contractors, subcontractors, invitees, agents, representatives or employees or subtenants of the Tenant Improvements or any officer, contractor, subcontractor, invitee, agent, representative or employee of any such subtenant; provided, however, that TENANT shall have no obligation to defend, indemnify and hold an

Indemnified Party harmless from and against any such suits, leases, costs, claims, damages, demands, penalties, fines, settlements, liabilities or expenses arising solely and directly from such Indemnified Party's gross negligence or willful misconduct; provided, further, however, that the term "gross negligence" shall not include gross negligence imputed as a matter of law to such Indemnified Party by reason of an interest in the Tenant Improvements or TENANT's failure to act in respect of matters which are or were the obligation of TENANT under this Lease.

(b) Claimed or incurred because of any bodily injury, death and/or property damage arising from an intentional act of TENANT or any of TENANT's officers, contractors, subcontractors, invitees, agents, representatives or employees or subtenants of the Tenant Improvements or the Leased Property or any officer, contractor, subcontractor, invitee, agent, representative or employee of any such subtenant.

(c) Arising from any negligent act or omission of TENANT or any of TENANT's officers, contractors, subcontractors, invitees, agents, representatives or employees or subtenants of the Tenant Improvements or the Leased Property, or any officer, contractor, subcontractor, invitee, agent, representative or employee of any such subtenant, involving the use or placement of Hazardous Materials on the Tenant Improvements or the Property or other areas and resulting in any bodily injury, death or property damage.

(d) Arising from any negligent or intentional act or omission of TENANT or any of TENANT's officers, contractors, subcontractors, invitees, agents, representatives or employees or subtenants of the Tenant Improvements or the Leased Property, or any officer, contractor, subcontractor, invitee, agent, representative or employee of any such subtenant, with respect to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by City or a third party employed by City with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown), on the Tenant Improvements or the Leased Property or any other areas; (ii) any actual, threatened or alleged contamination by Hazardous

Materials on the Tenant Improvements or the Leased Property or any other areas; (iii) the disposal, release or threatened release of Hazardous Materials on the Tenant Improvements or the Leased Property or any other areas that is on, from, or affects the soil, air, water, vegetation, buildings, personal property, persons otherwise; or (iv) any violation of any applicable Environmental Laws.

(e) Arising from any use, non-use or condition in, on or about, or possession, alteration, repair, operation, maintenance or management of, any aircraft, vehicle, mobile equipment or other property of TENANT or any of TENANT's officers, contractors, subcontractors, invitees, agents, representatives or employees or subtenants of the Tenant Improvements or the Leased Property or any officer, contractor, subcontractor, invitee, agent, representative or employee of any such subtenant used or available for use on Airport premises.

(f) Arising from any representation or warranty made herein by TENANT or in any other agreement between the City and TENANT being false or misleading in any material respect as to the date such representation or warranty was made.

(g) Arising from any lien, encumbrance or claim arising from the actions of TENANT or any subtenant of the Property or its failure to comply with any applicable laws.

C. It is expressly understood and agreed that TENANT's obligations under this Section 22 shall survive the expiration or earlier termination of this Lease for any reason. Nothing in this Lease shall be construed as creating an obligation to indemnify a party against that party's own negligence.

23. LITIGATION, IMMUNITY. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should any provision herein be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or the Tennessee Claims Commission, the validity, legality and enforceability of the remaining provisions shall not be affected but shall continue in full force and effect. Damages recoverable against the City shall be expressly limited to damages assessed under the Tennessee Governmental Tort Liability Act, as in existence at the time of the event resulting in such assessment of damages.

24. **QUIET ENJOYMENT.** The City agrees that TENANT shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Leased Property, without suit, trouble or hindrance from the City or any person claiming under the City provided that TENANT is in compliance with its obligation and keeps and performs the covenants contained herein.

25. **RESERVED.**

26. **NOTICES.** Any notices required to be given or which may be given by either Party to the other shall be deemed to have been delivered on the third business day after deposit into the United States Mail, postage prepaid, addressed as follows:

To the City:

City of Murfreesboro
111 West Vine Street
Murfreesboro TN 37130
Attn: City Manager

To TENANT:

TDK Hanger, LLC
1610 Church Street #C
Murfreesboro, TN 37130
Attn: John Keach, President

With a copy to:

Murfreesboro Municipal Airport
1930 Memorial Boulevard
P O Box 4145
Murfreesboro TN 37129-4145
Attn: Airport Manager

With a copy to:

Attn:

And a copy to:

City of Murfreesboro
111 West Vine Street
Murfreesboro TN 37139
Attn: City Attorney

And a copy to:

Attn:

27. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed, construed or considered, by the Parties hereto or any third party, as creating the relationship of principal and agent, partners, joint venturers or any other such relationship other than the contractual relationship of Landlord and Tenant.

28. **NONWAIVER.** No waiver of any default or breach by either Party of any of the terms covenants, conditions or other provisions hereof to be kept, performed or observed by that Party, shall be construed as or operate as a waiver of any subsequent default or breach of the same or of any other term, covenant, condition or other provision by that Party.

29. **SEVERABILITY.** If any one or more of the clauses, sections, provisions or words of this Lease or any Schedule shall be held to be unlawful, invalid or unenforceable by any Court of competent jurisdiction, all other portions of this Lease shall remain in place and be unaffected.

30. **RESERVED.**

31. **NON-DISCRIMINATION.** The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and any regulations promulgated pursuant to each.

Each Party assures that it will not discriminate against any individual including but not limited to employees or applicants for employment and /or students because of race, religion, creed, color, sex, age, handicap, national origin or veteran status.

32. **AMENDMENT.** This Lease, together with the Schedules attached hereto, constitute the entire agreement between the Parties. No amendment, modification or alteration of any of the provisions of this Lease or any Schedule shall be binding unless in writing, dated after the date of execution hereof, and duly executed on behalf of the Parties in the manner set forth in Section 1 above.

33. **TIME OF ESSENCE.** Time is of the essence in all provisions of this Lease.

34. **BINDING EFFECT.** All terms, conditions and provisions of this Lease and all Schedules and Addenda attached hereto shall inure to the benefit of and be binding on the named Parties hereto and their respective heirs, representatives, successors and assigns.

35. **AUTHORITY.** The individuals executing this Lease personally warrant that they have full authority to execute same in the capacities indicated.

IN WITNESS WHEREOF, this *Lease is executed on the dates indicated, to be effective as of September 1, 2017.*

Signatures on Following Page

CITY OF MURFREESBORO

BY: _____
Shane McFarland, Mayor
ATTEST: _____
DATE: _____

Melissa Wright, City Recorder
Date: _____

APPROVED AS TO FORM:

Adam F. Tucker, Interim City Attorney

TDK HANGAR, LLC

By: _____
John Keach, President
Date: _____

APPROVED BY CITY COUNCIL: _____

SCHEDULE 1

The Leased Property is an area containing approximately _____ sq. ft. located adjacent to the grounds of the Murfreesboro Airport as generally shown on the drawing attached to this Schedule 1. Upon execution of this Lease, the City will obtain a survey of the exact area to be leased and will provide TENANT with a copy. At that time, the actual survey will be attached as Schedule 1-A to this Lease. Upon approval of a final Site Plan, the Site Plan shall be attached as Schedule 1-B to this Lease.

SCHEDULE 2

COMMERCIAL OPERATIONS

The City and TENANT agree that TENANT may engage in the following aviation related commercial operations at the Murfreesboro Airport:

1. Staging and operating one or more aircraft for personal use;
2. Leasing of hangar space to one or more customers for aircraft storage;
3. Leasing office and / or crew quarter space to one or more aviation related customers;
4. Conducting air-charter operations and services; and
5. Providing Air-Ambulance facilities and services.

INSURANCE

TENANT and any subtenant shall obtain the minimum insurance coverages listed below:

Casualty Insurance on Building and Hangar	Full Replacement Cost
Premises Liability	\$1,000,000.00
Aircraft Operations Liability	\$1,000,000.00

During construction and any repairs or additions, TENANT shall maintain full Builders' Risk insurance, also with waiver of subrogation, and the City of Murfreesboro and the Murfreesboro Airport as Additional Insureds.

All insurance policies obtained by Tenant or required by Tenant from sub-tenants or lessees will name the City and the Airport as Additional Insureds, will provide for notice to the City not less than 30 days prior to termination or cancellation, and will include a waiver of subrogation. TENANT will provide proof of all insurance coverages, including copies of appropriate endorsements, to the City.

City has or shall obtain Products and Completed Operations Liability Insurance coverage against claims for property damage and bodily injury, including death arising out of but not limited to those services provided to TENANT, including fueling operations. City agrees to request its insurers to have all insurance taken out and maintained by the City provide for waiver of the City's insurers' rights of subrogation as against the TENANT when and to the extent permitted from time to time by its insurers. City will provide proof of such coverage to TENANT promptly after execution of this Lease.

SCHEDULE 3

CONSTRUCTION, RENT

1. Tenant Improvements

Promptly after the effective date of this Lease, Tenant will prepare and submit a Site Plan for construction of Tenant Improvements located within the area shown generally on the drawing attached to Schedule 1. Upon approval of the Site Plan, Tenant will prepare construction plans for submission, review and approval. Preparation of the Site Plan, construction plans, acquisition of required permits, construction of an extension to Taxiway Echo, and construction of Tenant's connection to Taxiway Echo shall all be at Tenant's cost. All costs of preparing the site for occupancy not specifically assumed by City below will be borne by TENANT.

TENANT shall commence construction of its Tenant Improvements within six months after the Effective Date and shall complete the construction of such Tenant Improvements in a first class workmanlike manner and in compliance with applicable laws codes and regulations of all governmental authorities within eighteen (18 months) after the Effective Date. Prior to the commencement of construction, all required permits and approvals for such construction shall have been obtained from the Airport Commission, the City, and utilities having jurisdiction thereof. Tenant Improvements shall include:

- a. construction of a conventional "clear-span" hangar facility consisting of one hangar providing 16,800 square feet of hangar space for storage of aircraft;
- b. construction of 8,000 square feet of office/shop/pilot lounge space to support Tenant's activities;
- c. construction of approximately 24,400 square feet of paved aircraft parking apron along with associated taxiway connection to Taxiway Foxtrot, and paved automobile parking for not less than the minimum required by the Zoning Ordinance;
- d. construction of a driveway connection from the existing public access road off of DeJarnette Lane to Tenant's facilities;
- e.. installation of additional security fencing to maintain security of the Leased Property and the airport;
- f. installation of an electric security gate for TENANT and TENANT's occupants;
- g. installation of landscaping as required by the City Zoning Ordinance; and
- h. all other physical items necessary or appropriate for the completion of an operating hangar system.

i. **Taxiway Foxtrot and Utilities:**

- (i) After installation of the below described utilities crossing under it, Taxiway Foxtrot will be extended by Tenant in accord with the construction plans and specifications attached hereto as Exhibit A, it being understood that Exhibit A may be modified to be in accord with the final construction plans and specifications for Tenant's constructed facilities.

(ii) City water is currently available at the North property line of the Leased Property. Tenant will extend the water line and any service lines as necessary for its facilities, and will continue the line to a point to be agreed upon at the South side of Taxiway Foxtrot. The Airport will pay any required water tap and connection fees to the Murfreesboro Water & Sewer Department.

(iii) City sanitary sewer has been installed on the Leased Property. Tenant will construct service line(s) as necessary to serve its facilities and will extend the sanitary sewer line to a point to be agreed upon at the South side of Taxiway Foxtrot. Tenant will install a grinder pump at a location to be agreed upon that will serve Tenant's facilities and future construction around Taxiway Foxtrot. The Airport will pay required sanitary sewer tap and connection fees to the Murfreesboro Water & Sewer Department.

(iv) The City will extend three-phase electric power to an agreed upon point along or near the South side of Taxiway Foxtrot. Tenant will construct a transformer vault to specifications provided by the City and Murfreesboro Electric Department, will install a transformer for Tenant's facilities, and will extend the three-phase electric power under Taxiway Foxtrot to appropriate locations within the Leased Property.

(v) The City will extend or cause to be extended a natural gas line to an agreed upon point along or near the South side of Taxiway Foxtrot. Tenant will install service line(s) under Taxiway Foxtrot and as necessary or appropriate to serve the Leased Property, and will provide connection point(s) for future construction on the North side of Taxiway Foxtrot.

(vi) Tenant will install additional conduits under Taxiway Foxtrot, the size and number to be determined by the parties, in order to facilitate future construction along Taxiway Foxtrot.

(vii) Tenant will cause its Site Grading to properly function with the overall drainage plan for the Airport. Tenant will not be required to provide stormwater detention or retention.

j. a complete set of As-Built Construction Plans and copies of any specifications for any mechanical systems associated with the hangar shall be submitted to the City when construction is completed.

City shall have the right to approve the location, design and construction of materials of all Tenant Improvements constructed on the Leased Premises pursuant to this SCHEDULE 3.

TENANT shall provide a performance bond to the City in the amount of One Million Dollars (\$1,000,000) which will provide that Tenant shall complete the construction of Tenant Improvements within eighteen (18) months of the date of this Lease or, at the option of the City, if construction is abandoned prior to completion, that the site is restored to a useable condition.

For any construction, alteration or change of the Tenant Improvements, the cost of which, individually or together with other such activities to be completed concurrently therewith, exceeds Five Thousand Dollars (\$25,000), Tenant shall deliver to City

unconditional payment and performance bonds for such construction, alteration or change of Tenant Improvements naming City and Tenant as dual obligees. All construction, alteration or change of Tenant Improvements shall be completed in a first-class workmanlike manner and in compliance with applicable laws, codes and regulations, at TENANT's sole expense. Prior to the commencement of construction, alteration or change, all required permits and approvals for such construction shall have been obtained from the Airport Commission, the City, and utilities having jurisdiction thereof.

2. Rent.

In consideration of Tenant agreeing to and constructing the Tenant Improvements outlined above at an estimated total cost of \$2,500,000, Tenant will pay annual Ground Rent for the Leased Property in the amount of \$1.00 per year during the initial term and the automatic successive term.

August 9, 2018

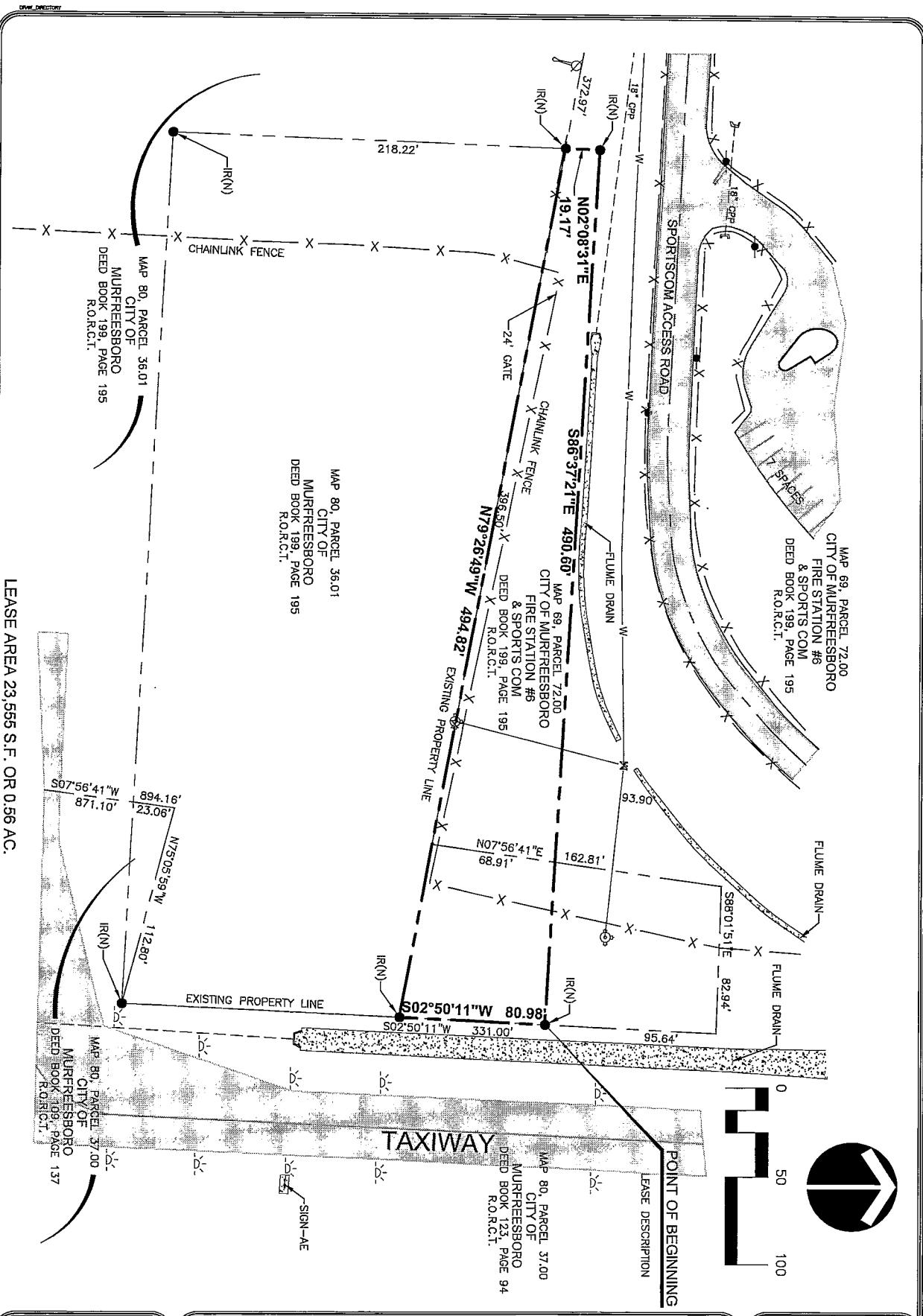
Lease Area B Description

BEING A PROPOSED LEASE AREA IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 36.01 AS SHOWN ON RUTHERFORD COUNTY PROPERTY TAX MAP NUMBER 80, AND A PORTION OF PARCEL 37.00 AS SHOWN ON TAX MAP 80. BEING BOUNDED ON THE NORTH BY THE LANDS OF PARCEL 72.00 TAX MAP 69, THE CITY OF MURFREESBORO FIRE STATION #6 & SPORTS COM PROPERTY OF RECORD IN DEED BOOK 199, PAGE 195 IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.T.); ON THE SOUTH, NORTH AND WEST BY THE REMAINING LANDS OF PARCEL 36.01 THE CITY OF MURFREESBORO PROPERTY OF RECORD IN DEED BOOK 199, PAGE 195 (R.O.R.C.T.); ON THE EAST BY THE REMAINING LANDS OF PARCEL 37.00 THE CITY OF MURFREESBORO PROPERTY OF RECORD IN DEED BOOK 109, PAGE 137 AND DEED BOOK 123, PAGE 94 (R.O.R.C.T.) SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD (NEW) IN THE WESTERLY LINE OF PARCEL 37.00 AND THE EASTERLY LINE OF PARCEL 36.01 BEING THE NORTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED, AND BEING SOUTH 02 DEGREES 50 MINUTES 11 SECONDS WEST, 176.62 FEET FROM THE NORTHEAST CORNER OF PARCEL 36.01; THENCE: SOUTH 02 DEGREES 50 MINUTES 11 SECONDS WEST, 154.38 FEET TO AN IRON ROD (NEW); THENCE NORTH 86 DEGREES 51 MINUTES 23 SECONDS WEST, 487.70 FEET TO AN IRON ROD (NEW); THENCE NORTH 02 DEGREES 08 MINUTES 31 SECONDS EAST, 218.22 FEET TO AN IRON ROD (NEW); THENCE SOUTH 79 DEGREES 26 MINUTES 49 SECONDS EAST, 494.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 91,055 SQUARE FEET OR 2.09 ACRES, MORE OR LESS.

THIS DESCRIPTION PREPARED BY RAGAN-SMITH ASSOCIATES, INC., 100 EAST VINE ST., MURFREESBORO, TN 37130 (JOB #17-082/0904)



DATE	APRIL 25, 2018
DESIGNED:	JLD
DRAWN:	BKB
SCALE:	1"=50'
JOB NO.	WK. ORDER
17082	0904

SUPPLEMENTAL LEASE AREA A EXHIBIT

FOR

CITY OF MURFREESBORO

13TH CIVIL DISTRICT, CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Certificate of Compliance – New – Wine in Retail Food Stores
Roxanne M. Blacksher – Aldi Inc. at 3267 Memorial Blvd.

Department: Finance

Presented by: Melissa Wright, City Recorder

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

TCA 57-3-806 requires a Retail Wine Certificate of Compliance to accompany all license applications for the sale of wine in a retail food store. This certificate must be signed by the Mayor or City Council majority.

Staff Recommendation

The application from Roxanne M. Blacksher for the Aldi #18 at 3267 Memorial Blvd. meets requirements and is recommended to be approved.

Background Information

The application for Aldi #18 at 3267 Memorial Blvd. is a new location for wine in a retail food store. If approved this certificate will become a part of the corporation's application to the Tennessee Alcoholic Beverage Commission for license consideration.

Attachments:

1. Request Summary

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

Summary of information from the application:

Name of Business Entity ALDI Inc. (Tennessee)

Type of Application:

New - wine sale in retail store

Corporation **Partnership**
Sole Proprietor

General Manager

Name	Roxanne Blacksher
Age	53
Home Address	200 Winding Branch Ct.
Residency City/State	Christiana, TN 37037
Race/Sex	White/F

10 Year Background Check Findings:

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

Name of Business Aldi #18
Business Location 3267 Memorial Blvd.

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 8/16/18

Item Title: Certificate of Good Moral Character – New – Liquor by the Drink
Patrick Walker – Murfreesboro Moose Lodge 645 at 440 Rice St.

Department: Finance

Presented by: Melissa Wright, City Recorder

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

The Rules of Tennessee Alcoholic Beverage Commission requires a Certificate of Good Moral Character to accompany all license applications for Private Clubs requesting a Liquor by the Drink License. This certificate must be signed by the Mayor or City Council majority.

Staff Recommendation

The application from Patrick Walker for Murfreesboro Moose Lodge 645 at 440 Rice Street meets requirements and is recommended to be approved.

Background Information

The application for Murfreesboro Moose Lodge 645 at 440 Rice Street is to meet the requirement for a new Liquor by the Drink License. If approved this certificate will become a part of the corporation's application to the Tennessee Alcoholic Beverage Commission for a new license consideration.

Attachments:

1. Request Summary

City of Murfreesboro
Request for Certificate of Good Moral Character

Summary of information from the application:

Individual in Charge of the Sale of Alcoholic Beverages

Name Patrick Walker

Age 50

Home Address 207 Archery Ln.

Residency City/State Shelbyville, TN 37160

Race/Sex White/M

10 Year Background Check Findings:

City of Murfreesboro: 01/20/11 Disobey Traffic Ints. Warning

Rutherford County: None

Nashville Criminal Court: None

FBI/TBI: No indication of any record that may
preclude the applicant for consideration.

Name of Business Entity Murfreesboro Lodge 645, Loyal Order of Moose

Name of Business Murfreesboro Moose Lodge 645

Business Location 440 Rice Street

Type of Application:

New Location

Ownership Change

Name Change

Corporation

Partnership

Sole Proprietor

Application Completed Properly? Yes

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