

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 7:00 PM
April 18, 2019

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

***STARS Award: Matthew Rice**

***Proclamation: Fair Housing Month**
National Lineman Appreciation Day

Consent Agenda

1. Purchase of New Vehicles (Street)
2. Administration Office Renovation Change Order #2 (Administration)
3. Contract Amendment with TDOT for FY18 Preventive Maintenance Expenses (Transportation)
4. Banner Request to hang across East Main Street:
 - a. Murfreesboro Symphony: September 13-22, 2019
 - b. Murfreesboro Symphony: November 4-13, 2019
 - c. Murfreesboro Symphony: December 4-12, 2019
 - d. Murfreesboro Symphony: February 3-13, 2020
 - e. Exchange Club of Murfreesboro: March 27-April 6, 2020
5. Kids Play Free at Bloomfield Links (Golf)
6. 2019 Water Treatment Plant Chemical Bid (Water Resources)
7. Asphalt Purchases Report (Water Resources)
8. Auxiliary Raw Water Pump Station Control System Upgrade (Water Resources)
9. CUD Boundary Revision (Water Resources)
10. Department Participation-Farrer Property-Brinkley Avenue (Water Resources)
11. Operations and Maintenance Vehicle Purchase (Water Resources)
12. Smith Seckman Reid Task Order 19-41-001.0, 201 Facilities Plan (Water Resources)
13. Task Order 19-01, Fournier Press Installation (Water Resources)
14. Purchase of Biosolids Trailer (Water Resources)
15. Purchase of Operations Pickup Truck (Water Resources)
16. CIP Funds Transfer (Finance)
17. FY 2019 City Manager Approved Budget Amendments (Finance)
18. Annual Audit Contract (Finance)
19. Project Management Proposal for Patterson Natatorium HVAC Work (Parks & Recreation)
20. Smith Seckman Reid (SSR) Proposed Task Order 19-41-002.0 (Water Resources)
21. Smith Seckman Reid (SSR) Proposed Task Order 19-41-003.0 (Water Resources)
22. Smith Seckman Reid (SSR) Proposed Task Order 19-41-004.0 (Water Resources)

Old Business

Ordinance

23. Ordinance 19-O-05: Amended Budget (2nd and final reading) (Finance)

MURFREESBORO CITY COUNCIL

Regular Meeting Agenda
April 18, 2019
(Continued)

- 24. Ordinance 19-OZ-03: Zoning for approximately 19.94 acres located along Veterans Parkway (2nd and final reading) (Planning)
- 25. Ordinance 19-OZ-04: Amending the Weston Village PUD (2nd and final reading) (Planning)

New Business

Land Use Matters

- 26. Planning Commission Recommendations Schedule Public Hearing (Planning)

On Motion

- 27. Proposed Sale of Excess Property (Administration)
- 28. Salem Elementary Data Cabling (City Schools)
- 29. FY20 Water & Sewer Rate Recommendation (Water Resources)
- 30. Water Resources Policies, Procedures, and General Design Requirements Revisions (Water Resources)
- 31. Property Purchase for Cherry Lane Extension (Engineering)
- 32. Northfield Boulevard Extension Phase 1 – Atmos Gas Line Relocation (Engineering)

Licensing

Board & Commission Appointments

Murfreesboro Cable Television Commission

Reappoint Mr. Douglas Cook and Dr. Roger Heinrich (Terms expire April 30, 2022)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Purchase of New Vehicles

Department: Street Department

Presented by: Raymond Hillis, 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

Purchase of three new Chevrolet Trucks for the Street Department.

Staff Recommendation

Approve the purchase of three new Chevrolet Trucks from Wilson County Motors, LLC.

Background Information

The purchase of three new Chevrolet Trucks will be additions to our construction fleet. This equipment is available for purchase in the amount of \$96,241.

These items are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution.

Fiscal Impact

Purchase will be funded from FY18 debt issuance. These items were budgeted in the amount of \$95,000. The contract price is over the budgeted amount by \$1,241.00 however, funds are available because other budgeted equipment was purchased for less than the total budgeted amount.

Attachments:

1. Price Quotes from Wilson County Motors, LLC.
2. State of Tennessee Department of General Services Central Procurement Office, Contract No. 56443.
3. Contract between City of Murfreesboro and Wilson County Motors, LLC for the Purchase of Vehicles.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | sabrina@wilsoncountyauto.com

City of Murfreesboro Street Dept

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (16)





Wilson County Motors

Sabrina Edwards | 615-444-9642 | sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
sabrina@wilsoncountyauto.com

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Wilson County Motors

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (16)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$36,936.00	\$40,500.00
Total Options	(\$4,786.70)	(\$255.00)
Vehicle Subtotal	\$32,149.30	\$40,245.00
Destination Charge	\$1,495.00	\$1,495.00
Grand Total	\$33,644.30	\$41,740.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (16)

Technical Specifications

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (16)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK25953	2019 Chevrolet Silverado 2500HD 4WD Double Cab 158.1" Work Truck	\$36,936.00	\$40,500.00

COLORS

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
—	Capped Fuel Fill (Included and only available with (ZW9) pickup box delete or (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
JL1	Trailer brake controller, integrated (Standard on Double Cab models. Standard on Regular Cab models with a pickup box. Included with (PCN) Silverado HD Custom on Crew Cab models. With (E63) pickup box, requires available (Z82) trailering equipment. Available to order as a free flow option on Crew Cab or Regular Cab models with (ZW9) pickup box delete or (9J4) rear bumper delete.)	\$242.00	\$275.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
5F9	Rear Camera Calibrations without Guidelines A calibration without guidelines will be flashed at the plant. Vehicle will not have a rear camera. Camera will be added by the upfitter. (Requires (ZW9) pickup box delete.)	\$44.00	\$50.00
C99	Airbag deactivation switch, frontal passenger-side (Included and only available with (ZW9) pickup box delete on Double Cab or Regular Cab models. Not available on Crew Cab models.)	Inc.	Inc.
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm. (Not available with SEO (8S3) back-up alarm or (UY2) trailer wiring provisions. Included with (ZW9) pickup box delete.)	Inc.	Inc.

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup box delete on Double Cab or Regular Cab models. Included on Crew Cab models with (ZW9) pickup box delete.) *CREDIT*	Inc.	Inc.
AKO	Glass, deep-tinted (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	Inc.	Inc.
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, Black; Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available on Double Cab or Regular Cab models with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCN) Silverado HD Custom. Includes (DD8) auto-dimming inside rearview mirror. Available as a free flow option on Crew Cab models with (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Required when (ANQ) Alaskan Snow Plow Package and (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCR) WT Fleet Convenience Package (Crew Cab) are ordered together.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
AQQ	Remote Keyless Entry (Included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab), (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Includes (A91) remote locking tailgate.)	Inc.	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPN) outside heated power-adjustable vertical trailing mirrors.)	Inc.	Inc.
KI4	Power outlet, 110-volt AC (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	Inc.	Inc.

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
PCM	WT Fleet Convenience Package (Double Cab and Regular Cab only) includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry and (A91) remote locking tailgate. Double Cab and Regular Cab includes (DPN) outside heated power-adjustable vertical trailing mirrors. Crew Cab includes (DL8) outside, heated power-adjustable mirrors. (If (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)	\$589.60	\$670.00

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ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet processing option	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

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

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	\$0.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
After Mkt	Warning lights Platform body	\$6,233.70	\$0.00
Fed Tire	Federal Tire Fee	\$5.00	\$0.00
Gov Asst	Government Assistance	(\$11,400.00)	\$0.00
Region 3	Region 3 Mark up	\$599.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT5	Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	\$0.00	\$0.00

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SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. (STD)	\$0.00	\$0.00

TIRES

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

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BODY CODE

CODE	DESCRIPTION	VQ2	MSRP
ZW9	Pickup box, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, spare tire delete and spare tire carrier delete. If equipped, deletes capless fuel fill, (Z82) trailering equipment, (A91) remote locking tailgate, (A60) locking tailgate, (PPA) EZ-Lift and Lower tailgate, (SAF) tire carrier lock and (JL1) trailer brake controller. (Requires a long box model. Not available with (PCO) Essentials Package, LPO or (PDO) Protection Package, LPO.) *CREDIT*	(\$1,100.00)	(\$1,250.00)

PAINT SCHEME

CODE	DESCRIPTION	VQ2	MSRP
ZY1	Paint, solid	\$0.00	\$0.00
Options Total		(\$4,786.70)	(\$255.00)

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Standard Equipment

Mechanical

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Pickup box (STD)

GVWR, 9500 lbs. (4309 kg) (Requires CK25903 model, (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Air cleaner, high-capacity

Transfer case, with floor-mounted shifter (Included with 4WD models only.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

Trailer equipment Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab or Regular Cab models with a pickup box Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

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Exterior

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailing, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab or Regular Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

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Interior

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

Floor covering, Graphite-colored rubberized-vinyl

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab.)

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

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

Safety-Interior

Daytime Running Lamps with automatic exterior lamp control

Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (With (ZW9) pickup box delete on Double Cab and Regular Cab you will get the following: Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information. Regular Cab model does not have rear outboard seating positions.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

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

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (16)



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

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Data Version: 7864. Data Updated: Mar 12, 2019 10:08:00 PM PDT.



Wilson County Motors

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City of Murfreesboro Street Dept

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)





Wilson County Motors

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Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
sabrina@wilsoncountyauto.com

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$36,936.00	\$40,500.00
Total Options	(\$9,478.20)	\$1,000.00
Vehicle Subtotal	\$27,457.80	\$41,500.00
Destination Charge	\$1,495.00	\$1,495.00
Grand Total	\$28,952.80	\$42,995.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

Technical Specifications

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK25953	2019 Chevrolet Silverado 2500HD 4WD Double Cab 158.1" Work Truck	\$36,936.00	\$40,500.00

COLORS

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

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

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
A91	Remote Locking Tailgate (Included and only available with (AQQ) Remote Keyless Entry.)	Inc.	Inc.
AKO	Glass, deep-tinted (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	Inc.	Inc.
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, Black; Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available on Double Cab or Regular Cab models with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCN) Silverado HD Custom. Includes (DD8) auto-dimming inside rearview mirror. Available as a free flow option on Crew Cab models with (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Required when (ANQ) Alaskan Snow Plow Package and (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCR) WT Fleet Convenience Package (Crew Cab) are ordered together.)	Inc.	Inc.
NZ4	Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare. (Requires 17" wheels and tires.)	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
AQQ	Remote Keyless Entry (Included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab), (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Includes (A91) remote locking tailgate.)	Inc.	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPN) outside heated power-adjustable vertical trailing mirrors.)	Inc.	Inc.
KI4	Power outlet, 110-volt AC (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	Inc.	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
JL1	Trailer brake controller, integrated (Standard on Double Cab models. Standard on Regular Cab models with a pickup box. Included with (PCN) Silverado HD Custom on Crew Cab models. With (E63) pickup box, requires available (Z82) trailering equipment. Available to order as a free flow option on Crew Cab or Regular Cab models with (ZW9) pickup box delete or (9J4) rear bumper delete.)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
PCM	WT Fleet Convenience Package (Double Cab and Regular Cab only) includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry and (A91) remote locking tailgate. Double Cab and Regular Cab includes (DPN) outside heated power-adjustable vertical trailing mirrors. Crew Cab includes (DL8) outside, heated power-adjustable mirrors. (If (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)	\$880.00	\$1,000.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet processing option	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
After Mkt	warning lights	\$437.80	\$0.00
Fed Tire	Federal Tire Fee	\$5.00	\$0.00
Gov Asst	Government Assistance	(\$11,400.00)	\$0.00
Region 3	Region 3 Mark up	\$599.00	\$0.00

BODY CODE

CODE	DESCRIPTION	VQ2	MSRP
E63	Pickup box (STD)	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT5	Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. (STD)	\$0.00	\$0.00

TIRES

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

PAINT SCHEME

CODE	DESCRIPTION	VQ2	MSRP
ZY1	Paint, solid	\$0.00	\$0.00
Options Total		(\$9,478.20)	\$1,000.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

Standard Equipment

Mechanical

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Pickup box (STD)

GVWR, 9500 lbs. (4309 kg) (Requires CK25903 model, (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Air cleaner, high-capacity

Transfer case, with floor-mounted shifter (Included with 4WD models only.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

Trailer equipment Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab or Regular Cab models with a pickup box Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

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Exterior

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailing, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab or Regular Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

Interior

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

Floor covering, Graphite-colored rubberized-vinyl

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab.)

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

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

Safety-Interior

Daytime Running Lamps with automatic exterior lamp control

Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (With (ZW9) pickup box delete on Double Cab and Regular Cab you will get the following: Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information. Regular Cab model does not have rear outboard seating positions.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

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

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1" (17)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Wilson County Motor Co LLC
903 S Hartman Dr

Lebanon, TN 37090

Vendor ID: 0000000869

Contract Number: 000000000000000000056443

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police Vehicles, Generic SWC209 Asset (Regions 1-4)
Unit of Measure: EA
Vendor Item/Part #: SWC209-WILS-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Generic SWC209 Asset (Region 3)
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179938
Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)
Unit of Measure: EA
Vendor Item/Part #: SWC209-WILS-005
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-WILS-008
Manufacturer Item #:
Unit Price: \$ 0

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

PURCHASING AGENT

10/5/17

DATE

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

This Contract is entered into and effective as of the 19 day of March 2019, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 56443 with Wilson County Motors LLC*
- *Price Quote Sheets dated March 13, 2019 from Wilson County Motors, LLC for:*
 1. *Two [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (16) Flatbed Work Trucks - Contract price should be \$33,644.30 for a total of \$67,288.60; and*
 2. *One [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (17) Regular Work Truck - Contract price should be \$28,952.80*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
 - *Second, this Contract*
 - *Third, Contractor's State of Tennessee Contract 56443 with Wilson County Motors LLC*
 - *Lastly, Price Quote Sheets dated March 13, 2019 from Wilson County Motors, LLC for:*
 1. *Two [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (16) Flatbed Work Trucks; and*
 2. *One [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (17) Regular Work Truck*
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: two [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (16) Flatbed Work Trucks; and one [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (17) Regular Work Truck as set forth in the State of Tennessee Contract 56443 with Wilson County Motors, LLC, and Contractor's Price Quote Sheets dated March 13, 2019. Furthermore, the City may utilize this Contract to procurement additional equipment from Contractor per the State of Tennessee Contract 56443 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
 2. **Term.** The term of this contract shall be from March 18, 2019 to the expiration of the State of Tennessee Contract 56443, September 30, 2019. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.

- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from Wilson County Motors, LLC dated March 13, 2019, for two [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (16) Flatbed Work Trucks; and one [Fleet] 2019 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1 (17) Regular Work Truck, which reflects a purchase price of \$96,241.40. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Murfreesboro Street Department shall be made the Street Department, 620 West Main Street, Murfreesboro, TN 37130. Contact Person Raymond Hillis (tel. 615-893-4380; email. rhillis@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

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

Notices to Contractor shall be sent to:
Contractor: Wilson County Motors, LLC
Attention: Sabrina Edwards
Address: 903 S Hartman Dr.
Lebanon, TN 37090
Phone: (615) 444-9642
sabrina@wilsoncountyauto.com
7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color,

national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of 3-19, 2019 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

WILSON COUNTY MOTORS, LLC

By: Sabrina Edwards

Printed: Sabrina Edwards

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: [04/18/19]

Item Title: Administration Office Renovation Change Order #2

Department: Administration

Presented by: Gary Whitaker

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

Change Order #2 in the amount of \$47,880 with Rice Construction Co. LLC to remodel 1st and 2nd floor of West Vine St for additional office space and Security Access.

Staff Recommendation

Staff recommends approval of the change order which will provide additional finished office space for the Legal Dept. Human Resources and install new doors for security access.

Background Information

The original Contract was approved October the 16,2018. This additional work could only be conducted after other spaces were finished and occupied.

Council Priorities Served

Safe and Livable Neighborhoods

Strong and Sustainable Financial and Economic Health

Excellent Services with a Focus on Customer Service

Engaging Our Community

Fiscal Impacts

Funding for this change order was approved in the 2018 CIP for City Hall Renovation and Security.

Attachments:

1. Description of work.
2. Change Order #1.

SECTION 00941

CHANGE ORDER

Change Order No. 2

Date of Issuance:	April 15, 2019	Effective Date:	
Owner:	City of Murfreesboro, Tennessee	Owner's Contract No.:	226-174
Contractor:	Rice Construction Co., LLC	Contractor's Project No.:	
Engineer:	Griggs & Maloney, Inc.	Engineer's Project No.:	226-174
Project:	Administration Office Renovation	Contract Name:	Administration Office Renovation

The Contract is modified as follows upon execution of this Change Order:

Description: *Change Order scope of work includes additional work to construct a new office area within the legal department; a new storage room in Human Resources; expansion of additive alternate #1 to add costs for a new art gallery hanging system in the Rotunda; and miscellaneous blocking, painting, item relocation, HVAC, and electrical additions in multiple office and departments. Change order #2 work has been initiated by the City's request to the Contractor.*
Attachments: *Change Order #2 Letter - scope and price description from Rice Construction Co., LLC dated 3/18/19.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>68,074.00</u>	Original Contract Times: Substantial Completion: <u>February 26, 2019</u> Ready for Final Payment: <u>March 28, 201</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>58,250.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days
Contract Price prior to this Change Order: \$ <u>126,324.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 27, 2019</u> Ready for Final Payment: <u>June 26, 2019</u> days or dates
Increase of this Change Order: \$ <u>47,880.00</u>	Increase of this Change Order: Substantial Completion: <u>60 calendar days</u> Ready for Final Payment: <u>90 calendar days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>174,204.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 26, 2019</u> Ready for Final Payment: <u>September 25, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Principal</u>	Title: _____	Title: _____
Date: <u>4/15/2019</u>	Date: _____	Date: _____

END OF SECTION 00941

Rice Construction co llc

2327 Gravett Street, Murfreesboro, Tennessee 37129 | riceconstruction@gmail.com

March 18, 2019

City of Murfreesboro City Hall

111 West Vine st

Project: Administration Office Renovation (Change Order # 2)

Mr. Gary Whitaker

Rice Construction is requesting a change of work order for the construction of a new office area in the legal department. (Items for proposal listed below)

Included

- Demo existing wall for new door from legal to finance break room (for new office area)
- Demo existing wall cabinet
- Building cross wall between break room and new office
- Building small transition area between office spaces
- Two doors and frames and hardware
- Adjusting HVAC
- Painting all new areas
- Transition flooring between offices
- Commutations and elect
- Blocking for TV
- Wall sound barer
- Elect – 2 lights to match existing, 2 light switches, relocate 3 GFI ,2 outlets in new wall, 1 data in new wall, relocate 3 existing devices on existing wall.
- Permits

H-R

- New Storage room
- Door & frame
- Demo Shelving and counter tops
- Patching drywall (Sanding) in new office
- Patching drywall (sanding) in new break room
- Moving office equipment
- Painting New office

Rice Construction co llc

2327 Gravett Street, Murfreesboro, Tennessee 37129 | riceconstruction@gmail.com

- Painting New break room
- Paint new closet
- Patching & Painting in the Safety Director's office
- Moving TV
- Elec – One New 2x2 drop in light in the new storage room, two new exit signs, Relocate Rec for copier, two Data Drops, one new Rec for frig

Other added work orders

- 7 - Blocking, Receptacle & data in the Administration office area
- 2 - Blocking, Receptacle & data in Donald's office in planning
- 1 - Blocking, Receptacle & data in Sam's office
- 1 – Blocking, Receptacle & data in Paul's office
- 1 – Blocking, Receptacle & data in H R
- 1 - Blocking, Receptacle & data in Planning
- 1 - Blocking, Receptacle & data in Codes (Roberts office)
- Relocating office Desk, book cases, filing Cabinets, Chairs, ext. in planning
- Patching, Painting in Paul's new office
- Replacing Carpet in Paul's office
- New 2x2 light in tax entry
- Change outlet into quad outlet

Rotunda Gallery Hanging System

- Demo existing ply board & Carpet Art boards
- Patch, Sand & Paint walls at board areas
- Purchase and Install Art Hanging System

Extra Carpet

- 20 Boxes

Total \$47,880.00

Tim Rice

P-731-616-7423 | riceconstruction@gmail.com

COUNCIL COMMUNICATION

Meeting Date: 4/18/2019

Item Title: Contract Amendment with TDOT for FY18 Preventive Maintenance Expenses

Department: Transportation (Rover)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

The City's Public Transportation System previously obligated \$150,000 in Federal dollars. An additional \$168,945 in Federal dollars has been added to the Grant upon approval of the Contract Amendment. The additional grant funds will increase the City's required local matching funds by \$18,750.

Staff Recommendation

Approve Contract Amendment with the TDOT for increased Preventive Maintenance funds for fiscal year 2018.

Background Information

Each year the Federal Transit Administration awards funding to direct recipients. In 2016 Federal Funds were awarded to the City in the amount of \$1,335,578. From that award the City has obligated "Federal Funds" in the amount of \$150,000 Federal dollars for Preventive Maintenance costs. The required Local match is \$18,750, and the State match is \$18,750.

After FY18 was complete an additional \$168,945 dollars was added from the same 2016 Federal funds awarded. These additional funds require a State match of \$21,118 and a local match of \$21,118. The approval of this contract will allow the City to be reimbursed for the State share and fulfill the FY18 outstanding balance.

Council Priorities Served

Priority 2: Strong and Sustainable Financial and Economic Health

As the cost of operating the City's Transit System will soon approach \$2 million annually it becomes increasingly important to utilize the funding options available through the FTA and TDOT. Combined, the grants and allocations shrink the City's cost of operating the service to 10-30%, depending on the fund source and stipulations of reimbursable expenses. Without these funds the expense to operate would require a dedicated source aside from the rider fares collected.

Fiscal Impacts

The City's portion of the additional grant matching funds, \$21,118, was budgeted in FY 18. With this match, total funds for Preventive Maintenance awarded will total \$398,681.

Attachments:

1. Award Notification Letter
2. Award Notification Contract GG-19-59672-00 (Project # 755307-S3-025)



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

April 9, 2019

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

RE: City of Murfreesboro \$21,118.00
TDOT Project No.: 755307-S3-025
FTA Project No.: TN2018-018-01

Dear Mr. Brashear:

Enclosed is a draft contract amendment for the above-referenced grant project. If corrections are required, please send a return email with the highlighted changes on the draft (modifications can only be made to test in red). However, if the amendment meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract amendment via **USPS Mail** to Mary A. Probst.

Per Finance & Administration (F&A), contracts shall be **printed on One Side** of 8.5 x 11 inch paper. Also, please do not alter the contracts provided by TDOT.


If you have any questions, please do not hesitate to contact this Office.

Sincerely,

Mary A. Probst
Transportation Program Monitor 2
Mary.Probst@tn.gov
(615) 532-6577

Enclosure

c: Kaitlyn McClanahan
TDOT Finance, electronic copy grant contract
Project file, w/ signed original contract

 GRANT AMENDMENT					
Agency Tracking # 40100-03819		Edison ID 59672		Contract # GG-19-59672-00	
				Amendment # 1	
Contractor Legal Entity Name City of Murfreesboro					Edison Vendor ID 4110
Amendment Purpose & Effect(s) Amendment Increases Contract Amount by \$21,118.00, from \$18,750.00 to \$39,868.00					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				End Date: 12/31/2020	
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):				\$21,118.00	
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$18,750.00				\$18,750.00
2019	\$21,118.00				\$21,118.00
TOTAL:	\$39,868.00				\$39,868.00
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-19-59672-01	
Speed Chart (optional) TX00257617		Account Code (optional) 71302000			

**AMENDMENT ONE
OF GRANT CONTRACT GG-19-59672-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-nine Thousand, Eight Hundred and Sixty-eight Dollars and No Cents (\$39,868.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract section D.8. Communications and Contacts is deleted in its entirety and replaced with the following:

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:

Christopher Turner, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
christopher.turner@tn.gov
Telephone # (615) 253-1033
FAX # (615) 253-1482

The Grantee:

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

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

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

3. Grant Contract section D.19. Audit Report is deleted in its entirety and replaced with the following:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment Two to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment Two shall complete Attachment Three. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

4. Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

5. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

6. The following is added as Grant Contract section E.16. Ban on Texting While Driving:

E.16. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
- b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
6. Grant Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.
7. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.
8. Grant Contract Attachment Three attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

SHANE McFARLAND, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ADAM TUCKER, CITY ATTORNEY

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

09-20-18 AMEND-G

TDOT PROJECT NO.: 755307-S3-025
FTA PROJECT NO.: TN-2018-018-01

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$39,868.00	\$318,945.00	\$39,868.00	\$39,868.00	\$398,681.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$39,868.00	\$318,945.00	\$39,868.00	\$39,868.00	\$398,681.00

*Federal share not distributed in this grant contract.

09-20-18 AMEND-G

TDOT PROJECT NO.: 755307-S3-025
FTA PROJECT NO.: TN-2018-018-01

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$39,868.00	\$318,945.00	\$39,868.00	\$39,868.00	\$398,681.00
TOTAL	\$39,868.00	\$318,945.00	\$39,868.00	\$39,868.00	\$398,681.00

ATTACHMENT TWO**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ City of Murfreesboro is subject to an audit for fiscal year #.
- ☐ City of Murfreesboro is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 4110

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT THREE**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"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: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

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: Melissa B. Wright - City Recorder

Address: P.O. Box 1139, Murfreesboro, TN 37133-1139

Phone number: 615-893-5210

Email address: mwright@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110

COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Banner Request

Department: Street Department

Presented by: Jenny Licsko

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

Requests from Murfreesboro Symphony and Exchange Club of Murfreesboro to hang banner across East Main Street.

Staff Recommendation

Approve request for banner to be displayed as follows:

- 1) Murfreesboro Symphony: September 13 - 22, 2019
- 2) Murfreesboro Symphony: November 4 - 13, 2019
- 3) Murfreesboro Symphony: December 4 - 12, 2019
- 4) Murfreesboro Symphony: February 3 - 13, 2020
- 5) Murfreesboro Symphony: April 7 - 16, 2020
- 6) Exchange Club of Murfreesboro: March 27, 2020 - April 6, 2020

Council Priorities Served

Engaging Our Community

Allowing banners to be hung across East Main Street is an excellent way to communicate special events to the general public.

Fiscal Impacts

None

Attachments:

1. Letter of request from Murfreesboro Symphony
2. Letter of request from Exchange Club of Murfreesboro



April 11, 2019

Jenny Licsko
620 W. Main St.
Murfreesboro, TN 37130

Dear Mayor McFarland and City Council,

The Murfreesboro Symphony Orchestra request your permission to hang a banner across East Main Street in anticipation of 5 of our upcoming concerts in the 2019-2020 season.

	<u>Concert Date</u>	<u>Promotional Date</u>
1)	September 26, 2019	September 20 – 22, 2019
2)	November 8, 2019	November 4 – 13, 2019
3)	December 12, 2019	December 4 – 12, 2019
4)	February 13, 2020	February 3 – 13, 2020
5)	April 16, 2020	April 7 – 16, 2020

Jenny Licsko has indicated the dates are available.

Thank you in advance for consideration of this request. We cordially invite you to attend these events.

Sincerely,

Fran Campbell
Director of Operations
Murfreesboro Symphony Orchestra

EXCHANGE CLUB OF MURFREESBORO TN
PO BOX 12348 MURFREESBORO TN 37129-0047
615-904-4807 WrightDonTN@GMail.com
www.NationalExchangeClub.org
www.FamilyCenterTN.org

April 10, 2019

City of Murfreesboro
111 West Main Street
Murfreesboro TN 37130

RE: MAIN STREET BANNER
APRIL IS PREVENTION OF CHILD ABUSE MONTH
MARCH 27 TO APRIL 06, 2020

The two Exchange Clubs in Murfreesboro in a joint venture would appreciate the use of the banner space across East Main at Central Magnet School to promote **"APRIL IS PREVENTION OF CHILD ABUSE"** month for the dates of **March 27 to April 06, 2020**.

The Exchange Clubs will supply the proper banner and hardware required.

Sincerely,

Don Wright
Representing the Exchange Clubs of Murfreesboro TN

cc: Noon Exchange Club of Murfreesboro
The Exchange Club of Murfreesboro

COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Kids Play Free at Bloomfield Links

Department: Golf

Presented by: Trey Adams, 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 Tennessee Golf Foundation (TGA) grant to City for "Kids Play Free" at Bloomfield Links.

Staff Recommendation

Approve partnership with the Tennessee Golf Foundation for the "Kids Play Free" initiative

Background Information

Bloomfield Links is a six-hole short course, designed as a teaching facility. Current daily rates are \$8 for adults, and \$5 for juniors, seniors, and adults with junior golfers.

With the "Kids Play Free" program, junior golfers ages 17 and under will play for free, and the Tennessee Golf Foundation would reimburse the City the standard junior rate of \$5 per child up to \$25,000 or 5000 rounds of golf over the course of a year.

The program is currently being offered at two municipal par 3 golf courses in Knoxville as well as all municipal golf courses in Memphis.

Council Priorities Served

Engaging Our Community

"Kids Play Free" will allow outreach to best serve youth in providing the wellness opportunities and many benefits of the lifelong sport.

Fiscal Impacts

None. Monthly reimbursement from TGA for all the "Kids Play Free" rounds of golf will be revenue neutral to the current fee structure.

Operational Issues

Participants will register at Old Fort Golf Shop and receive a membership card and bag tag. Daily Kids Play Free rounds will be tracked and reported monthly to the Tennessee Golf Foundation.

COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: 2019 Water Treatment Plant Chemical Bid

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance ☐
Resolution ☐
Motion ☒
Direction ☐
Information ☐

Summary

Invitations to Bid water treatment chemicals for use at the Stones River Water Treatment Plant were advertised and released for bid on March 4, 2019. Bids were publicly opened on Monday, March 25, 2019 in the MWRD Administration Conference Room at 2:00 p.m.

Staff Recommendation

The Water Resources Board recommends to the City Council approving the bids from the following responsive and responsible bidders as identified below.

Company Name	Chemical	Unit Price/lb	Estimated Annual Expense
American Development Corp	Calcium Thiosulfate	\$0.508	\$10,000
American Development Corp	Phosphate	\$0.842	\$45,000
American Development Corp	Sodium Permanganate	\$0.762	\$285,000
Carmeuse	Calcium Oxide	\$0.11462	\$220,000
Polydyne, Inc.	Coagulant Aid	\$0.910	\$40,000

Staff has previously worked with all the above suppliers. All chemical suppliers have a good working relationship with the Department for the chemicals being supplied.

Background Information

The five (5) chemicals contained in this bid were released for bid for the annual chemical contract at the Stones River Water Treatment Plant. The bid tabulation is as follows with bid prices including freight. A NB indicates there was no bid.

Company Name	Chemicals				
	Calcium Oxide Price / lb	Calcium Thiosulfate Price / lb	Phosphate Price / lb	Polyelectrolyte Coagulant Aid Price / lb	Sodium Permanganate Price/ lb
American Development Corp	NB	0.508	0.8420	NB	0.762
Brenntag Mid-South	NB	NB	0.4530	NB	NB
Carmeuse	0.11462	NB	NB	NB	NB
Chemrite	0.09990	NB	0.5800	NB	0.801
Polydyne, Inc.	NB	NB	NB	0.910	NB
Shannon Chemical	NB	NB	0.6600	NB	0.850
Sterling Water Technologies	NB	NB	0.4792	NB	NB
Univar	NB	NB	NB	NB	NB

Lowest Responsible and Responsive Bid

Staff has reviewed the bid submissions and determined the lowest responsible and responsive bidders. There were several products that were bid that did not meet the bid specifications.

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

Fiscal Impacts

The price of the chemicals will be reflected in the FY20 Operating Budget with a contract price through June 30, 2020. The estimated annual expense for FY20 Operating Budget is identified in the table above.

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

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

MWRD - OPERATIONS & MAINTENANCE

ASPHALT QUOTES

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$54.27	\$69.78	\$51.76	\$60.05	\$52.48	\$61.30	
Aug	\$51.37	\$63.07	\$53.64	\$62.55	\$57.12	\$68.00	
Sep	<i>n/a</i>	<i>n/a</i>	\$54.60	\$63.68	\$54.54	\$64.06	
Oct	<i>n/a</i>	<i>n/a</i>	\$54.60	\$65.00	\$54.63	<i>n/a</i>	
Nov	\$51.75	\$63.65	\$51.25	\$63.05	\$54.58	\$64.10	
Dec	\$51.75	\$63.65	\$51.25	\$63.05	\$54.46	\$63.98	
Jan	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	Hoover & Vulcan closed til March
Feb	<i>n/a</i>	<i>n/a</i>	\$50.25	\$61.56	<i>n/a</i>	<i>n/a</i>	
Mar	\$50.80	\$61.05	\$50.15	\$60.95	\$56.65	\$65.70	
Apr							
May							
Jun							

MWRD OPERATIONS & MAINTENANCE

ASPHALT PURCHASES

<i>Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/26	D. Hughes	Hawkins	BM Mix	\$59.75	17.96	\$1,073.11	\$1,073.11
7/30	D. Hughes	Hawkins	BM Mix	\$59.75	17.96	\$1,073.11	\$2,146.22
7/31	D. Hughes	Hawkins	411-E Mix	\$60.05	15.92	\$956.00	\$3,102.22
8/2	D. Hughes	Hawkins	BM Mix	\$53.64	6.00	\$321.84	\$3,424.06
10/1	D. Hughes	Vulcan	BM Mix	\$54.63	46.42	\$2,535.93	\$5,959.99
10/31	D. Hughes	Hawkins	BM Mix	\$54.60	25.04	\$1,367.18	\$7,327.17
10/31	D. Hughes	Hawkins	CW Mix	\$65.00	40.05	\$2,603.25	\$9,930.42
11/30	D. Hughes	Hawkins	BM Mix	\$51.25	60.10	3080.13	\$13,010.55
12/19	D. Hughes	Vulcan	411-E Mix	\$63.94	16.51	1055.65	\$14,066.19
12/27	D. Hughes	Hawkins	BM Mix	\$58.29	99.54	5802.19	\$19,891.70
Totals							

COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: Auxiliary Raw Water Pump Station Control System Upgrade

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

John Bouchard and Sons (JBS) is performing work at the Auxiliary Raw Water Pump Station under the Water/Wastewater Mechanical/Electrical Services Contract to replace the variable frequency drives (VFDs). The existing control system was installed in 1999 and is now obsolete making repair to the control system almost impossible. This project will allow SSR to replace the existing control system in conjunction with JBS VFD replacement.

Staff Recommendation

The Water Resources Board recommends to the City Council approving SSR to perform the work for the Auxiliary Raw Water Pump Station Control System Upgrade in accordance with their estimate.

Background Information

Staff submitted JBS Task Order No. 18-05 for the Water/Wastewater Mechanical/Electrical Services Contract to replace the variable frequency drives (VFDs) at the Auxiliary (Lake) Raw Water Pump Station at the October 2018 Board Meeting. In addition to replacing the drives at the intake, the control system needs upgrading due to age and maintenance of the system. The current control system was installed in 1999 and is obsolete making repairs difficult and soon impossible.

SSR is conducting this work in conjunction with John Bouchard and Sons performing Task Order No. 18-05. The Scope of Work (see SSR Proposal for more details) for SSR is:

- Furnish one ControlLogix PLC System to upgrade the existing SCL5/05 PLC system and one PanelView Plus 7 Operator Interface Terminal (OIT) at the Auxiliary Pump Station.
- Furnish one (1) Remove I/O PLC System on a pre-fabricated back panel to replace the existing back panel in the Chemical Dosage control panel to control the chemical feed system.

- All PLC/HMI programming is included to upgrade the PLC to a ControlLogix platform.

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 cost for providing the professional engineering services and integration service for the control system is \$87,850. The FY19 Capital Budget has \$235,000 budgeted for replacing the drives. \$215,710.50 of the \$235,000 was approved for John Bouchard Task Order No. 18-05, leaving \$19,289.50 in the FY19 Capital Budget. Staff is recommending using funds for HVAC replacement, in the amount of \$78,000, to fund the shortfall. The HVAC replacement will be budgeted for future replacement. The total project cost is \$303,560.50 leaving \$9,439.50 underbudget.

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Consolidated Utility District (CUD) Water Boundary Revision

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

SEC, Inc. has requested CUD relinquish the properties at 203, 207, 209, 213, 219 and 303 Yearwood Avenue to MWRD for water service and fire protection. These addresses back up to N. Rutherford Blvd, to the north of Louise Street.

Staff Recommendation

It is recommended that City Council approve the revision to the CUD/MWRD boundary and the Mayor executing Amendment #6 to the Water Service Boundary for the entire blue shaded area and not just the parcels listed above.

Background Information

The Department has an existing 16" water main along N. Rutherford Blvd, whereas CUD only has an existing 2" water main along Yearwood Drive. Their existing line would not provide the required fire protection for the proposed development. Instead of just serving these properties listed above, Consolidated Utility District has approved to release this entire area shaded blue west of Yearwood Avenue at their December 18th Board meeting. The existing homes would remain as CUD customers until the properties redevelop in the future.

An amendment document will be prepared by our Legal Department, and this change will be considered Amendment #6 to the boundary.

Council Priorities Served

Safe and Livable Neighborhoods

Obtaining this area from CUD will allow the City's fire protection flow requirements to be met for the proposed development and general area. This focuses on safe neighborhoods.

Excellent Services with a Focus on Customer Service

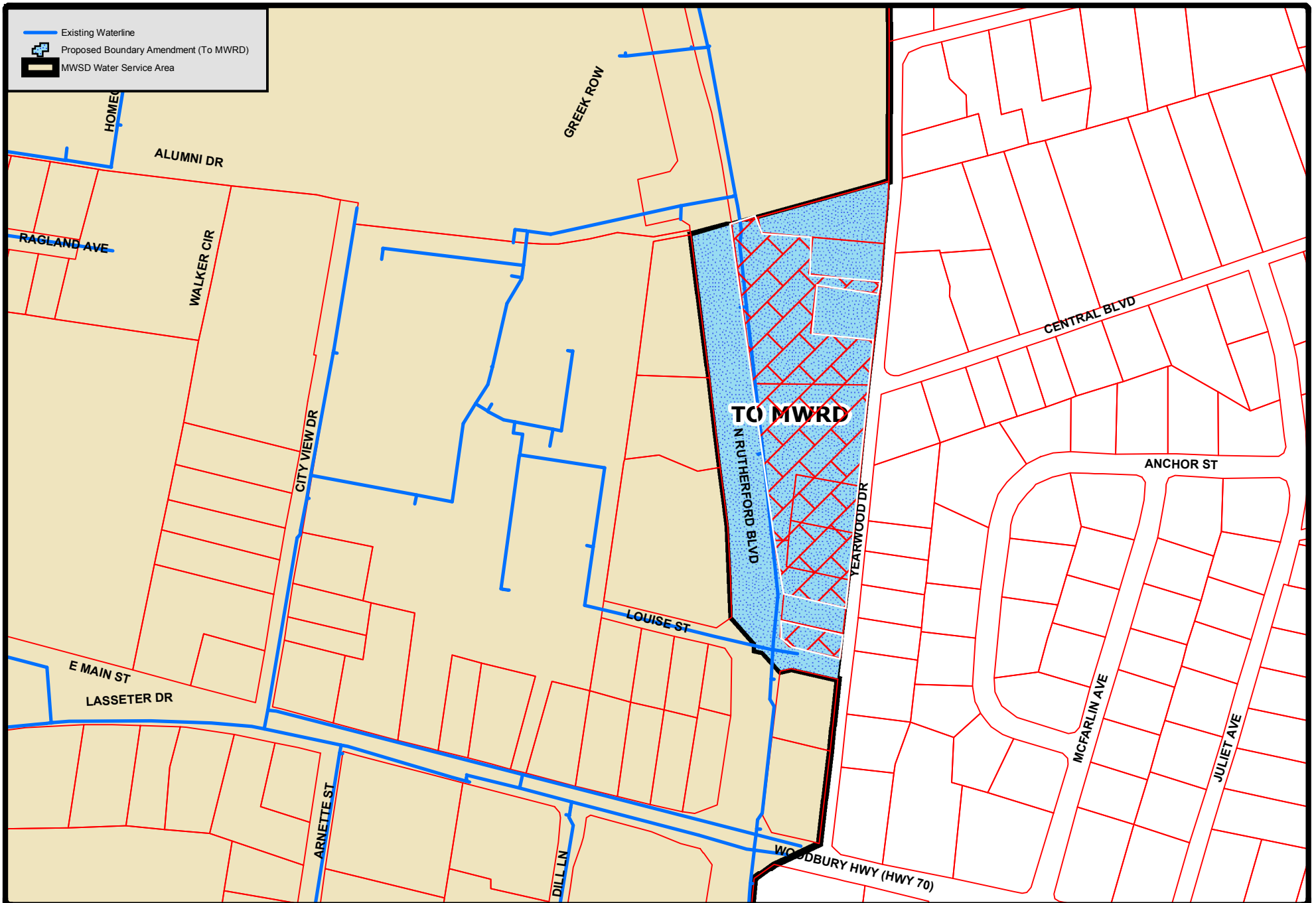
Obtaining this area from CUD will allow water service that meets the City's requirements. This focuses on the customer's needs.

Fiscal Impacts

MWRD has recently dedicated the Old Fort Townhomes property, along and north of Highway 96, to CUD so they could serve the project without the developer needing an off-site water easement to reach MWRD's water main.

Attachments:

1. GIS Exhibit of the Proposed Boundary Revision



SCALE : 1" = 300'

MURFREESBORO WATER RESOURCES DEPARTMENT

Proposed MWRD Water Service Boundary Amendment (Yearwood Properties)



Amendment 5 Exhibit Yearwood Properties.mxd

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Department Participation-Farrer Property-Brinkley Ave.

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

The Farrer's are planning to redevelop the F&B Mobile Home Park located along Brinkley Ave. The sewer main within this Park was initially a private sewer main, but with today's Code and Standards, this line is considered a public line. Since it has been private for so many years, it has not been maintained as it should have been and has reached a state of disrepair. Staff fully believes it would cost more to make repairs to the main, to get it to a condition that it could be rehabbed from the inside, then to just dig it up and replace it. The Department has a participation policy however, this project doesn't exactly fit within this policy, of which exerts are listed below.

We request to participate with the Farrer's in an amount it would cost us to rehab the sewer main and manholes from the inside, without adding the cost of making any repairs to get the sewer to a state that this could be done. The Farrer's would then be financially responsible for the remaining cost of digging and replacing the sewer main and manholes once the mobile homes are relocated and with the redevelopment of the property.

Staff Recommendation

Staff recommends the City Council approve participating financially in the sanitary sewer replacement.

Background Information

The Farrer's own F&B Mobile Home Park (Park) along Brinkley Avenue off NW Broad Street. Staff is unsure of what year this Mobile Home Park was built, but approximately 900' of 8" sanitary sewer main to serve the Park was extended at that time. Typically, the Department has files or record drawings of the installation, but we do not have any for this project.

Per the Chapter 29-Subdivisions, Maps and Plats of the City Code, the Department is to maintain public sewer to each lot of record, therefore technically at this time, this sewer should be a public sewer main that we are to operate and maintain since it serves other properties along Brinkley Avenue. This is not to say that when the sewer main

was first extended it was a public line. But through the course of the years and development along Brinkley it should technically be public now.

Even though this main may not have intended to be a public main at the time of installation, from time to time, the Department would receive stopped sewer calls from the residents. Since we did not have easement for the sewer main or access for proper maintenance, because of there being mobile homes on top of the main and manholes, the normal process would be for staff to contact the Farrer's and they would handle the necessary repairs to this line to unstop the sewer. This was the normal process because the Farrer's did not want to move the mobile homes for us to make repairs and cause displacement of one or more residents.

A few points per the Department's participation policy, within our approved Policies, Procedures & General Design Requirements adopted in 2009 by the Board & Council are:

1. Prior to dedication and acceptance of the improvements by the City, the Developer requesting reimbursement must present to the City Council a detailed statement of the actual eligible costs and the City Council in its discretion may amend the agreement, and the reimbursement amount, to reflect the actual project costs.
2. Should a project be eligible for participation by the City due to upsizing of a water or sewer line, the Department reserves the right to publicly bid the project or the portion of the project eligible for participation.
3. Participation in the cost to upsize water and/or sewer lines shall be in accordance with established policies in effect. The Department or Developer can prepare a schedule of upsize participation, based on recent bid results or agreed upon unit pricing, which the Department and the Developer may accept in lieu of publicly bidding, subject to approval of the Water and Sewer Board and City Council.
4. The Department will only participate on that portion of sewer deeper than twelve (12) feet deep, if the sewer is upsized and if the material changes.
5. Sewer must extend to the limits of construction at strategic locations for future extension.

When the Farrer's approached staff regarding the proposed redevelopment, staff discussed with the Farrer's the replacement of the sewer main. Staff doesn't believe it to be completely fair for the Farrer's to bear the cost of full replacement, since it technically should be the Department's to maintain at this point. But we also believe that it shouldn't completely be our responsibility either since we didn't have the proper access for maintenance.

The estimated cost for the rehab of the sewer, per our existing sewer rehabilitation contract, would be a total of \$42,870. This is the cost to rehabilitate 900' of 8" sewer main and six manholes. The full replacement of the sewer main is estimated at approximately \$85,000.

Council Priorities Served

Excellent Services with a Focus on Customer Service

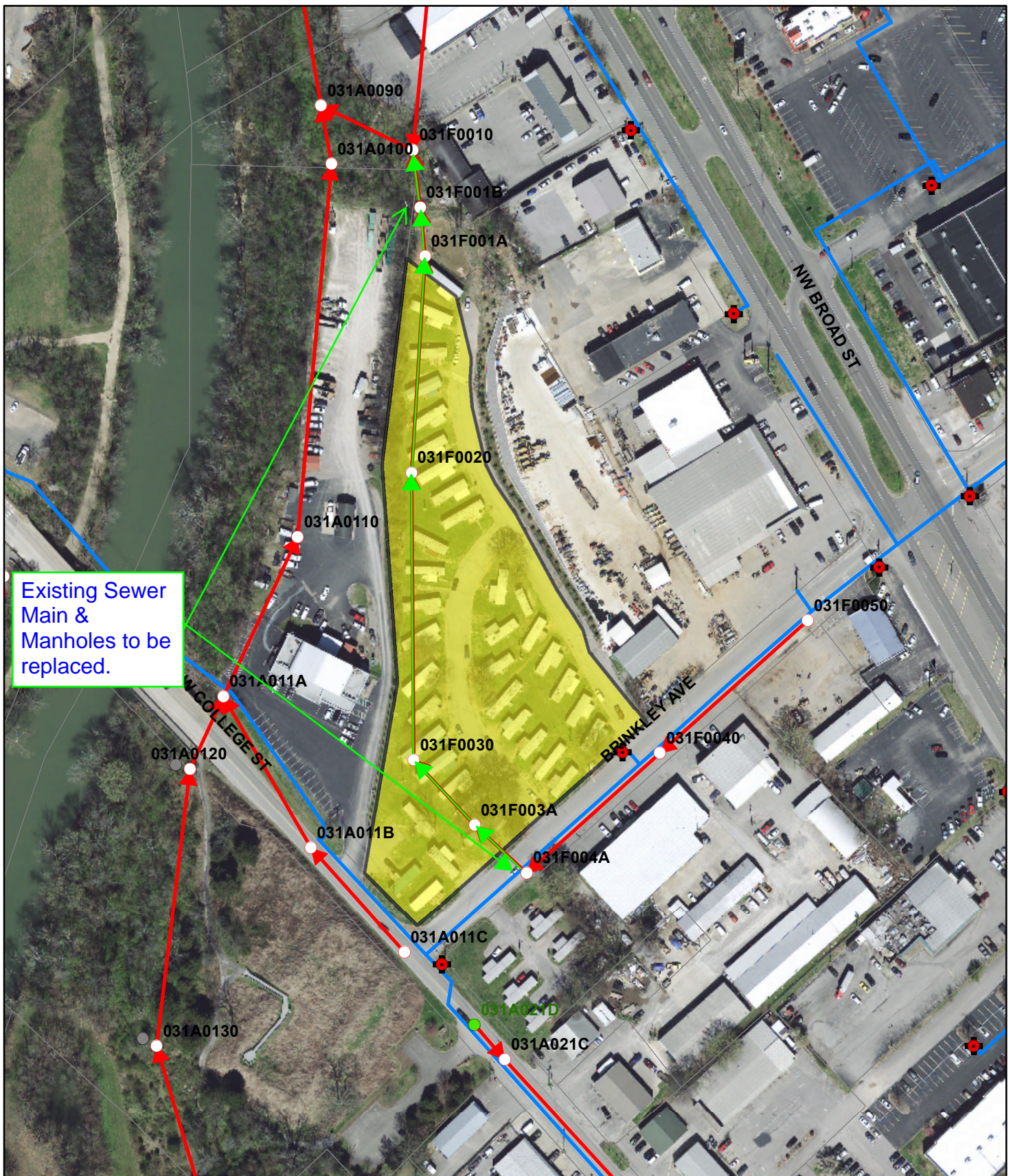
This sewer main replacement will provide a new main and excellent service to existing customers now and into the future.

Fiscal Impacts

The proposed funding is from the Department's working capital reserves in the amount of \$42,870.

Attachments:

1. GIS Exhibit



MURFREESBORO WATER AND SEWER DEPARTMENT

Farrer Property Brinkley Avenue



COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: MWRD - Operations & Maintenance Vehicle 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

In MWRD's FY 2018 – 2019 Capital Budget, a replacement vehicle for the Distribution Division was budgeted and requested for approval to purchase.

Staff Recommendation

Approval to purchase the vehicle in accordance with the Murfreesboro City Code using the existing State of Tennessee vehicle contract with Ford of Murfreesboro. (Contract# 56446-Title SWC #209 Vehicles)

Background Information

Staff is requesting to replace 1993 GMC Sierra (Unit #77). Jack Hyatt, manager of Fleet Services, approved the replacement of this vehicle on 2/21/18. The vehicle has several oil leaks and transmission problems.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Providing employees with equipment in good operating condition allows for better productivity and provides efficient service to our customers.

Fiscal Impacts

The cost of the referenced vehicle replacement for the Distribution Division is in the amount of \$35,204.50. The total amount budgeted included in the rate funded capital budget for FY 2018-2019 was \$35,000.

Attachments:

1. Ford of Murfreesboro Quote
2. Statewide Contract



Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee,
371291709
Office: 888-505-4898
Fax: 6158939730

Customer Proposal

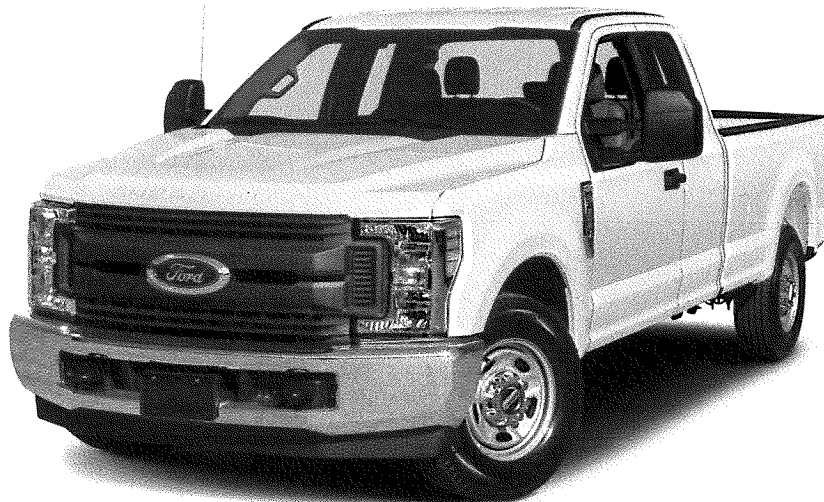
Prepared by:

DONALD SMITH (DONNIE)
Office: 615-571-3314CELL
Email:
DSMITH@FORDOFMURFREESBORO.COM

Date: 03/28/2019

Vehicle: 2019 F-250 XL
4x2 SD Super Cab 8' box 164" WB SRW

Quote ID: MBOROW250





Ford of Murfreesboro
 1550 N.W. Broad St., Murfreesboro, Tennessee,
 371291709
 Office: 888-505-4898
 Fax: 6158939730

2019 F-250, SD Super Cab
 4x2 SD Super Cab 8' box 164" WB SRW
 XL(X2A)
 Price Level: 950 Quote ID: MBOROW250

Selected Options

Code	Description	MSRP
Base Vehicle		
X2A	Base Vehicle Price (X2A)	\$35,685.00
Packages		
600A	Order Code 600A	N/C
	<i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 4 speakers.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
	<i>Flex-Fuel badge on fleet orders only.</i>	
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel	Included
	<i>Includes painted hub covers/center ornaments.</i>	
512	Spare Tire, Wheel, Carrier & Jack	\$295.00
	Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
	<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	
Other Options		
164WB	164" Wheelbase	STD
90L	Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro
 1550 N.W. Broad St., Murfreesboro, Tennessee,
 371291709
 Office: 888-505-4898
 Fax: 6158939730

2019 F-250, SD Super Cab
 4x2 SD Super Cab 8' box 164" WB SRW
 XL(X2A)
 Price Level: 950 Quote ID: MBOROW250

Selected Options (cont'd)

Code	Description	MSRP
	<i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	
63R	Heavy-Service Package for Pickup Box Delete	\$125.00
	<i>Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs. NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i> <i>Includes:</i> - Rear Stabilizer Bar	
66D	Pickup Box Delete	-\$625.00
	<i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear Bumper Delete	
18B	Platform Running Boards	\$445.00
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo	Included
	<i>Includes digital clock and 4 speakers.</i>	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
AS_01	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$36,840.00
Destination Charge		\$1,595.00
TOTAL		\$38,435.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee,
371291709
Office: 888-505-4898
Fax: 6158939730

2019 F-250
4x2 SD Super Cab 8' box 164" WB SRW
XL(X2A)

M'BORO WATER

\$25,824.00 SWC209/CONT.56446

\$125.00 HD SUSP & SWAY BAR

\$445.00 RUNNING BOARDS

\$10.50 TEMP TAG & ENVIR FEE

\$26,404.50 TOTAL TRUCK

\$8900.00 READING SL,OVERHEAD LAD. RACK,4-CORNER STROBES

\$35,204.50 TOTAL W/UPFIT

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc
1550 NW Broad St

Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000056446

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase of of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Of icer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934

Police Vehicles, Generic SWC209 Asset (Regions 1-4)

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOM-001

Manufacturer Item #:

Unit Price: \$ 0

Line 2

Item ID: 1000179935

Sedans, Generic SWC209 Asset (Regions 1-4)

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-002

Manufacturer Item #:

Unit Price: \$ 0

Line 3

Item ID: 1000179936

Minivan and Full-size Vans (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (Regions 1-4)

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-003

Manufacturer Item #:

Unit Price: \$ 0

Line 4

Item ID: 1000179937

Sport Utility Vehicles (SUVs), Generic SWC209 Asset (Regions 1-4)

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-004

Manufacturer Item #:

Unit Price: \$ 0

Line 5

Item ID: 1000179938

Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-005

Manufacturer Item #:

Unit Price: \$ 0

Line 6

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA


Vendor Item/Part #: SWC209-TTOF-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: **Michael F.
Perry - KH**
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry - KH
DN: cn=Michael F. Perry - KH, o=State of
Tennessee - General Services,
ou=Central Procurement Office,
email=Michael.Perry@tngov.com, c=US
Date: 2017.10.03 14:07:54 -05'00'

BY: 
PURCHASING AGENT

10/3/2017
DATE

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Smith Seckman Reid (SSR) Proposed Task Order 19-41-001.0
Preparation of an Updated 201 Facilities Plan

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

Project will include preparation of a 201 Facilities Plan update (the Plan) to include MWRD's sanitary sewage collection and treatment systems. The Plan will incorporate all updates and system changes since the previous 2002 Plan was completed. Since the Department now allows decentralized sewer service in certain circumstances, our plan for servicing outlying properties within our defined service area will need to change. The Plan will be developed so as to conform with the requirements of the Clean Water State Revolving Fund (SRF) Facilities Plan document outline and Environmental Protection Agency Guidance for Preparing a Facility Plan, EPA-430/9-76-015 in the event SRF monies are used to fund any future capital projects that are derived from the Plan.

Staff Recommendation

Staff recommends the City Council approval of SSR Task Order 19-41-001.0.

Background Information

The Murfreesboro Water Resources Department just finalized its 20-yr strategic planning document entitled our 2018 Water Resources Integration Plan (WRIP). This document sought to capture the strategic cornerstones necessary for the Water Resources Department to prepare for Murfreesboro's and Rutherford County's growth through 2035.

From that document there were "Action Plan" sections in each chapter with items labeled as "New Initiatives". Staff believes that several of these items are critical to implement in the next several months for use as tactical guides to chart out MWRD's priority capital improvements and identify the most efficient and effective development of our water, wastewater and stormwater infrastructure needs.

As described in the WRIP narrative, the Tennessee State Revolving Fund (SRF) requires that a utility maintain an updated Facilities Plan that summarizes the tactical activities required to provide service to current and future customers. These are commonly

referred to as 201 Facilities Plans. While periodic minor updates to the MWRD Facilities Plan have been made in concert with specific projects, the last comprehensive update to the document was completed in 2001. As a result of major changes to annexation laws in 2014, MWRD's policy regarding sewer service was modified. These modifications have significantly changed the population and flow projections contained in this WRIP. The Facilities Plan should be updated to reflect the change in policy and the resulting changes in projected sewer system growth.

Council Priorities Served

Safe and Livable Neighborhoods

Proper construction of MWRD's sewer system is critical in providing livable neighborhoods as well as protecting the public health.

Excellent Services with a Focus on Customer Service

Proper tactical planning for the logical extension of MWRD's sewer collection system affords land development an efficient and straightforward path to determine level of service and provides highest and best use for property in Murfreesboro City Limits.

Fiscal Impacts

The fee associated with Task Order 19-41-001.0 is \$249,860 and is anticipated to be completed within 360 calendar days. This fee is requested to come from the Department's Water and Sewer working capital reserves. There are adequate reserves to fund this task order.

Attachments:

1. SSR Engineering Task Order 19-41-001.0

ENGINEERING TASK ORDER 19-41-001.0
AGREEMENT FOR ENGINEERING CONSULTING SERVICES
FOR THE
PREPARATION OF AN UPDATED 201 FACILITIES PLAN

This Task Order, made and entered into by and between the Murfreesboro Water Resources Department (MWRD), hereinafter called the “OWNER” and Smith Seckman Reid, Inc., hereinafter called the “ENGINEER”, shall be in accordance with our Master Services Agreement and as described herein.

Purpose

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER study and report phase engineering services for the development of an updated 201 Facilities Plan document to verify system collection and treatment capacity and required upgrades for the 20-year study period (planning year of 2040).

Project Understanding

Project will include preparation of a 201 Facilities Plan update (the Plan) to include the OWNER sanitary sewage collection and treatment systems. The last complete update of the 201 Facilities Plan was completed in 2002. Since that time several smaller updates have been completed. The Plan will incorporate all updates and system changes since the 2002 Plan was completed. Due to a significant change in Tennessee’s annexation laws, OWNER’s philosophy for providing sewer service has evolved. Also, The OWNER now allows decentralized sewer service in certain circumstances. These developments call for a change to the sewer service concept proposed in the previous 201 Facilities Plan. This plan will incorporate a hydraulic spreadsheet model of the Murfreesboro Water Resource Recovery Facility (MWRRF) confirming its peak hydraulic capacity validated with field measurements of flow and water surface elevations performed under a separate task order.

The Plan will be generally consistent with the requirements of the Clean Water State Revolving Fund (SRF) Facilities Plan “document outline and Environmental Protection Agency Guidance for Preparing a Facility Plan, EPA-430/9-76-015 in the event SRF monies are used to fund the project.

Owner-Provided Information

OWNER will provide existing, pertinent information for the development of the Plan. The information will include, but is not limited to the following:

- Collection system flow measurement data and pump station pumping records.
- Sewer system rehabilitation data.
- CMOM program information.
- STEP system service areas.
- WRRF influent and effluent flow and sampling results for past four years, including the repurified water system.

- Previous studies and reports.
- Wastewater collection system and treatment design criteria.
- Construction project record drawings.
- Records of any modifications made that are not part of existing project record drawings.
- Records of known complaints and/or problems.
- Planning data from the 2035 Comprehensive Plan, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- Minority and low-income population data
- Financial data including bonding capacity, current levies and their bases, current annual budgeted expenditures for capital improvements and maintenance.
- Sewer system GIS data including pipes, manholes, lift stations, etc.
- Sanitary sewer service area.
- Sanitary sewer master plans and sub-basin master plans.
- Sanitary sewer master plan and sub-basin master plan GIS data where available.
- Sanitary sewer system flow monitoring data.
- Land use designation maps.
- Parcel data with attributes relatable to sewer services.
- Zoning information.
- Soils data indicating suitability for STEP system drip irrigation.

It is understood that ENGINEER will utilize data from the 2035 Comprehensive Plan and service data from Consolidated Utility District (CUD) wherever possible for the development of the Plan.

ENGINEER'S SCOPE OF SERVICES

This task order covers the engineering study and report basic services necessary to complete each of the following:

Task 10.0 – Project Management

ENGINEER will plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Services. ENGINEER will review project progress and communicate project status on a regular basis to the OWNER. Communication will be through email and telephone, as well as at project coordination meetings with the OWNER.

Subtask 10.1 – Project Management

The ENGINEER's project manager will actively manage the project team, including any sub-consultants. The project manager will keep in regular contact with OWNER staff via written and verbal communications. E-mail and telephone will be utilized whenever practical. On a monthly basis, project invoices will be prepared and a written project report of project progress and budget tracking.

This subtask will include the following activities:

- Project administration includes scheduling maintenance, filing, resource allocation, quality control, and routine communications.
- Design team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the OWNER.
- Submitting monthly invoices to the OWNER.
- Submitting monthly progress reports to the OWNER.

Subtask 10.2 – Regulatory Agency Coordination

The ENGINEER will coordinate with the regulatory agencies which may have comments regarding the OWNER's planning. The purpose of the coordination will be to review the OWNER's preliminary ideas regarding current and future facilities and gather comments the agencies may have.

This subtask will include the following activities:

- ENGINEER to conduct up to two (2) joint meetings with regulatory agencies and OWNER.
- ENGINEER will prepare meeting highlights that summarize the discussion and action items resulting from the meetings.
- ENGINEER will distribute meeting highlights to the agencies and project team members in electronic format for review and comment.
- With any comments received, ENGINEER will revise the meeting highlights and redistribute to agencies and team members.

Subtask 10.3 – Waste Load Allocation Study Coordination

The ENGINEER will coordinate with the sub-consultant performing the waste load allocation study to determine ways the study results may affect the OWNER's planning. The purpose of the coordination will be to review the sub-consultant's study findings and the OWNER's preliminary ideas regarding current and future facilities and gather comments the sub-consultant may have.

This subtask will include the following activities:

- ENGINEER will conduct up to two (2) joint meetings with sub-consultant and OWNER.

Task 20.0. Data Collection and General Information

OWNER will provide and ENGINEER will analyze any and all data relevant to the flow of wastewater in the existing collection system and to the WRRF. The OWNER will furnish the ENGINEER with existing plans, GIS data, applicable sewer TV reports, sewer master plans, electronic files, flow monitoring data, lift station pump curves, pump run times and other applicable rainfall or flow data, and other information regarding the sanitary sewer system as well as past reports applicable to the project. A minimum of four years of collection system flow data and flow data from the WRRF will be provided by the OWNER. A limited, specific sampling program will be prepared if deemed necessary, in concert with WRRF Staff, for additional evaluation of specific wastewater characteristics important to the operation and treatment capacity evaluation of the WWRf facility. OWNER will perform sampling and testing and provide results to ENGINEER.

This task will include the following activities:

- ENGINEER will create a register of data required from OWNER, including priority and the responsible parties.
- ENGINEER will create file transfer protocol (FTP) site allowing OWNER to transmit data to ENGINEER.
- ENGINEER will receive data from OWNER and OWNER's consultants.
- ENGINEER will conduct one interview with OWNER to identify known deficiencies in the wastewater collection and treatment systems.

Task 30.0 – Evaluation of Data and Facilities

ENGINEER will use the static spreadsheet models, the planning and design criteria, and the baseline wastewater conditions to determine the current collection system and treatment capacity and optimum performance.

Subtask 30.1 – Evaluation of Existing WRRF Facilities

Each unit process and area of the WRRF will be evaluated with a specific emphasis on 1) current reliable capacity, 2) remaining useful life of existing equipment, 3) process/physical modifications available for increased capacity, 4) potential for optimization, and 5) future application of technology. Non-process areas will be evaluated for current utilization and functionality, and future utilization and needs. Evaluations will be completed in the following areas:

- Influent pumping station.
- Influent flow metering.
- Headworks.
- Activated-sludge treatment facilities.
- Solids handling facilities.
- Tertiary filtration.
- Post aeration.
- Disinfection.
- Effluent flow metering.
- Re-purified water pumping and disinfection facilities and flow metering.
- Re-purified plant water pumping.
- Odor control.

This subtask will include the following activities:

- Review existing record drawings provided by OWNER.
- Review existing reports and other information provided by OWNER.
- Visit existing facilities as required.
- Review flow records provided by OWNER to determine history of flows regarding volume, characteristics, and flow patterns.
- Prepare organic treatment calculations to determine the capacity of the WRRF. These calculations will be static in nature and include traditional spreadsheet design calculation procedures.

Subtask 30.2 – Evaluation of Existing Collection System

ENGINEER will use static spreadsheet models, use the planning and design criteria, CUD decentralized sewer service data, and the baseline wastewater conditions to determine the current system capacity and performance. ENGINEER will develop a static spreadsheet model of the existing wastewater collection system for current capacity assessment and to act as the basis for future planning studies. The current collection system data housed in the OWNER's GIS and OWNER-provided record drawings will be used to assist in construction of the hydraulic model. GIS data and record drawings for physical facilities will be supplemented as required with additional data provided by the OWNER. The model will include all OWNER's interceptor sewers, major trunk sewers, and pumping stations that were evaluated in the previous 201 Facilities Plan. Information and drawings provided by the OWNER for pump stations and other special structures such as siphons, weirs, and known outfalls will be used to complete the model physical facilities. To determine actual inflow rates and pumping capacities for the major pumping stations, OWNER shall provide recorded flow and pumping rate data to ENGINEER, supplemented with record drawings and other information to assist in capacity determination. To determine actual pumping capacities for the major pump stations that are not equipped with a permanent flow recording devices and carrying capacity of their associated force mains, OWNER shall install a temporary electronic data recorder to determine inflow and pumping rate for a period of one (1) month. ENGINEER will calibrate model using flow monitoring sub-consultant flow data records.

This subtask will include the following activities:

- Review existing record drawings.
- Review existing reports and other information provided by the OWNER.
- Review OWNER-provided sewer system rehabilitation data.
- Review OWNER-provided CMOM program information.
- Meet with OWNER to review known operational issues.
- Construct spreadsheet model of existing collection system.
- Calibrate spreadsheet model of existing collection system.

Subtask 30.3 – Analysis of Infiltration and Inflow

ENGINEER, in collaboration with the OWNER's contracted flow monitoring firm will review system I/I and help identify areas of the system where I/I mitigation projects will provide the biggest value in terms of flow reduction to the WRRF. I/I data will help determine the types of I/I (inflow, infiltration, or combined I/I) entering the system and how best to further pinpoint sources and mitigation methods.

This subtask will include the following activities:

- Review existing reports from OWNER's flow monitoring sub-consultant.
- Review existing infiltration and inflow reduction data provided by OWNER.
- Analyze data provided by OWNER's flow monitoring sub-consultant.
- Conduct coordination meetings with OWNER's flow monitoring sub-consultant.
- Evaluate system performance related to infiltration and inflow.

Task 40.0. Land Use, Population, and Flow Projections

ENGINEER will use the 2035 Comprehensive Plan data as the basis of land use and population growth in the OWNER's existing Urban Growth Boundary (UGB).

Subtask 40.1 – Land Use Data

The OWNER will provide GIS data/shapefiles of the existing and future wastewater service areas, existing and future land use data for the ENGINEER to use as a basis for developing the wastewater utility planning flows and loads.

This subtask will include the following:

- Review land use data provided by OWNER.
- Create land use maps as required.

Subtask 40.2 – Population Data and Projections

ENGINEER will use the 2035 Comprehensive Plan population projections as the basis for future flows and loads. ENGINEER, will also use the 2035 Comprehensive Plan data, including OWNER-provided updates as necessary, for population projections within individual sanitary sewer districts and grouped into flow monitored drainage basins inside the UGB. ENGINEER will conduct an analysis of the drainage basins for potential decentralized treatment sites and establish projections for the total treatment capacity potential of those sites. OWNER-provided GIS data for suitable soils will be used to assist in decentralized service area determination. ENGINEER will collaborate with OWNER to produce a decision matrix using soils data, land size to support decentralized system, proximity to existing or future gravity sewers, and available sewer capacity to identify areas of projected decentralized sewer service. ENGINEER and OWNER will then work jointly to project the future decentralized treatment capacity using the decision matrix. These future flows and resulting loads will be used for conveyance and treatment alternative evaluations and recommended solutions.

Future flows will be input into the model from information developed in previous subtasks. The modeled future flows will be based on land use, zoning, area, and projected population density from the 2025 Comprehensive Plan, unit per-capita wastewater contribution, and tributary area for each node (manhole) in the model that is projected to receive flow. These future wastewater flows will be combined with the existing design flows to determine locations within the collection system that are inadequate to transport the peak flow demand under future build-out conditions.

Based on the results of previous subtasks ENGINEER will project influent flows and loads for the planning period. These estimates will be developed for the peak daily influent conditions and shall be used for the basis of subsequent facilities planning analyses and will provide a clear foundation for the development of alternatives for the wastewater facilities plan update.

This subtask will include the following:

- Project future growth and predict future wastewater flows and loads.
- Forecast capacities for the collection and treatment requirements.

Task 50.0 – Planning and Design Criteria

Subtask 50.1 – Determination of WRRF Design Flow Rates.

This subtask will include the following:

- After OWNER has approved the future flow projections, ENGINEER will establish the WRRF design flow, maximum flow, flow ranges and patterns, and hydraulic capacity, of existing facilities, expanded facilities, new facilities, and phased expansion requirements.
- Evaluations will be completed in the following areas:
 - Influent pumping station.
 - Influent flow metering.
 - Headworks.
 - Activated-sludge treatment facilities.
 - Solids handling facilities.
 - Tertiary filtration.
 - Post aeration.
 - Disinfection.
 - Effluent flow metering.
 - Re-purified water pumping and disinfection facilities and flow metering.
 - Re-purified plant water pumping.
 - Odor control.

Subtask 50.2 – Characterization of Influent Wastewater

This subtask will include the following:

- Obtain and review existing wastewater characteristics data available from the OWNER for dry weather and wet weather conditions.

Subtask 50.3 – Development of Wastewater Treatment Criteria

This subtask will include the following:

- Review the wastewater treatment system NPDES permit requirements and the classification and condition of the receiving waters.
- Review the state and federal sludge disposal regulations.
- Coordinate permit requirements with the ongoing waste load allocation study.
- Review the long term potential for nitrogen and phosphorus removal and evaluate effects on the proposed treatment process to meet the long term potential regulations.
- Evaluate the impact of the NPDES requirements and the condition of the receiving waters together with raw wastewater flow and quality characteristics on the required sizing of the capacities of the expanded wastewater treatment facilities.
- Consult with State and Federal agencies concerning possible revisions in NPDES permit requirements, various possible solutions to problems, suggested treatment processes, and approaches to the situation.

Subtask 50.4 – Evaluation of Conveyance Alternatives.

Future flows will be input into the spreadsheet model from information developed in previous tasks. The model will include all OWNER's interceptor sewers, major trunk sewers, and pumping stations that were evaluated in the previous 201 Facilities Plan,

including any new interceptors equal to and larger than 24-inch diameter and new pumping stations discharging directly to the WRRF, and new pumping stations that collect total drainage basin flows or discharge directly to gravity main segments described above (assumed to be no more than 6), and any special structures (assumed to be no more than 2). The modeled future flows will be based on land use, zoning, area, projected population density, unit per-capita wastewater contribution, and tributary area that is projected to receive flow. These future wastewater flows will be combined with the existing design flows to determine locations within the collection system that are inadequate to transport the peak flow demand under future build-out conditions.

This subtask will include the following:

- Identify and evaluate conveyance alternatives including pipe sizes and pumping station capacities, for meeting sewer service demands in the planning area. The evaluation will include consideration of costs (capital and O&M) as well as non-cost (reliability, ease of operation, constructability, etc.) factors.
- We anticipate the following alternatives will be evaluated:
 - Gravity sewer service.
 - De-centralized sewer service.
 - Pumping stations.
- Develop a phased implementation plan for sewer service.

Subtask 50.5 – Evaluation of WWRF Expansion Alternatives.

The information developed in earlier tasks will be used to determine future treatment plant capacity needs. Treatment plant unit design capacities will be compared with future projections for both liquid and solid treatment unit processes through the planning period. The information will be presented in a schedule for treatment plant upgrades by individual unit process. The point at which the facilities become constrained due to discharge permit or non-degradation limits will be estimated. Improvements and the associated costs needed to mitigate the issue will be recommended. Alternative development will include evaluating potential construction phasing scenarios that would allow for staging of some facilities upgrades. Facility expansion needs will be evaluated for liquid and solid treatment processes, and for support facilities based on defined hydraulic and treatment capacity.

This subtask will include the following:

- Identify and evaluate process alternatives for meeting the treatment criteria. The evaluation will include consideration of costs (capital and O&M) as well as non-cost (reliability, ease of operation, constructability, etc.) factors.
- We anticipate the following alternatives will be evaluated:
 - Influent Pumping Station.
 - Replace existing pumps with smaller pumps to better match the lower inflow rates following construction of the Northeast Regional Pumping Station and Force Main.
 - Headworks Facility.
 - Screenings alternatives.
 - Grit removal technology alternatives (mechanically induced vortex versus hydraulically induced vortex).
 - Influent flow measurement alternatives.
 - Improvements to residuals handling.
 - Nutrient removal alternatives (TN and TP), if required.
 - Nitrogen removal.

- Biological TN removal – addition of pre-anoxic, post-anoxic, and reaeration zones (4-stage).
 - Deep bed denitrification filters.
 - Phosphorus Removal.
 - Biological TP removal – addition of anaerobic zones.
 - Chemical TP removal.
- Activated Sludge.
 - Expand with additional oxidation ditch capacity.
 - Convert the oxidation ditches to high rate process by retrofitting with fine bubble diffusers.
- Disinfection.
 - Expand ultraviolet (UV) light disinfection system.
 - Construct new peracetic acid disinfection storage and feed system and contact basin.
- Solids Handling – Solids are currently dewatered and hauled to a landfill for disposal. Alternative solids handling options that will be evaluated include:
 - Thickening.
 - Gravity Belt Thickeners.
 - Rotary Drum Thickeners.
 - Storage/Stabilization.
 - Construct new storage tanks.
 - Construct new aerobic digesters.
 - Construct anaerobic digesters.
 - Dewatering.
 - Rotary Presses.
 - Belt Filter Presses.
 - Centrifuges.
 - Final Biosolids Disposal.
 - Drying and Beneficial Reuse.
 - Land Application.
 - Screenings and Grit Disposal.
 - Improvements to Headworks residual handling.
 - Wet Weather Capacity Upgrade.
 - Hauled Waste Receiving.
- ENGINEER will develop a phasing plan for implementation of the viable alternatives.
- ENGINEER will conduct a workshop to review alternatives with the OWNER and confirm process to be pursued.

Subtask 50.6 – Review and Update of WRRF Effluent Disposal Options

Alternative uses of treated wastewater were evaluated in the Water Resource Integration Plan. These options will be reviewed and coordinated with waste load allocation study to determine if the recommendations need to be changed or if any new options have become available. New options will be evaluated using the same criteria as the original options so as to accurately compare all available options. We anticipate the following alternatives will be evaluated:

- Effluent Disposal.

- Repurified system expansion.
- Alternative discharge locations.
 - Expanded West Fork with current treatment technologies.
 - Expanded West Fork with advanced treatment technologies.
 - East Fork.
 - Cumberland River.

This subtask will include the following:

- ENGINEER will evaluate effluent disposal options as outlined in the WRIP.
- ENGINEER will coordinate options with findings of waste load allocation study.

Subtask 50.7 – Develop Project Costs, Compare and Select Alternatives

This task will further develop the alternatives identified in the preceding subtasks and prepare budgetary cost estimates. Alternatives will be evaluated on cost and qualitative factors and the apparent best alternative(s) selected. Based on input from the OWNER, a potential project phasing scenario will be developed which identifies and documents projects based on needs-priority and funding options. A phased implementation plan will be developed and presented if appropriate.

This subtask will include the following:

- ENGINEER will provide opinions of cost comparing the viable collection system alternatives.
- ENGINEER will provide opinions of cost comparing the viable process treatment alternatives and make recommendation of the chosen alternative.
- ENGINEER will provide opinions of cost comparing the viable effluent disposal alternatives and make recommendation of the chosen alternative.
- ENGINEER will provide opinions of cost comparing the viable biosolids disposal alternatives. and make recommendation of the chosen alternative
- Provide schematic design drawings and an opinion of cost of the chosen collection system alternative.
- Provide schematic design drawings and an opinion of cost of the chosen treatment alternative.
- Provide schematic design drawings and an opinion of cost of the chosen effluent disposal alternative.
- Provide schematic design drawings and an opinion of cost of the chosen biosolids disposal alternative.

Task 60.0 – Evaluate Environmental Impacts and Environmental Justice Concerns

ENGINEER shall describe the environmental characteristics of the area. Include information about land use, future development, growth trends in the project area, and pertinent figures/maps. ENGINEER shall address the topography and hydrology of the area by describing the project area's typical landscape, surface and ground water issues (quantity, quality, and users), and ground water aquifers. The geologic description of the area will include the major geological features in the project area and the physiographical province in which the project is located. ENGINEER shall describe the physical properties of the soils by defining the general soil types of the project area and explaining their

structural limitations and physical properties, when applicable. Soil maps of the area will be included.

Historical and Archeological Features of the area will be researched during the planning stage. Clearance letters from the Historical Commission and other appropriate Federal and State agencies should be provided. Items concerning Cultural Resources and Agricultural Lands will be addressed. Provisions to avoid disturbance or damages to historical or archaeological sites during construction activities, and avoidance of adverse effects to prime and/or unique agricultural land will be described.

Residential areas near the proposed location will be recognized in the planning process. Measures to avoid significantly displacing population and altering the character of existing residential neighborhoods will be discussed.

The Water Supply of the planning area will be described in detail. Ground sources of water and any possible contamination of water supply by the proposed project will be described. Location of points of water withdrawal should be researched and reported. Wild and Scenic Rivers will be avoided if at all possible, as will degradation of Fish and Wildlife habitats. Endangered Species in the area also need to be protected. The flora and fauna in the planning area (particularly downstream from the proposed discharge point), will be described including a list of endangered species in the project area. ENGINEER will identify, locate, and describe the Wetlands in the project area. ENGINEER shall minimize adverse effects during stream crossings by employing best management practices described in the facilities plan. Required permitting (such as ARAP, TVA, US Army COE, etc.) will be identified and listed, and the loan recipient should work to secure these permits. ENGINEER will address any floodplain Issues and include a floodplain map indicating project location, and indicating if the project will be subject to flooding.

ENGINEER will describe the general overall air quality of the planning area and measures taken to avoid adverse effects by the proposed project on ambient air quality. ENGINEER will describe the best management practices (BMPs) that will be employed to reduce noise, dust, odor, erosion, and sedimentation from construction activities.

ENGINEER will provide location maps of the project area, such as the one used for the Interdisciplinary Environmental Review. This map is typically a 7.5 Minute USGS Topographic Quadrangle Map with scale, north arrow, project name, and location labeled on the map.

This task will include the following activities:

- ENGINEER will provide location maps of the project areas.
- ENGINEER will evaluate environmental impacts to the project area.
- ENGINEER will evaluate minority and low-income population data provided by the OWNER.
- ENGINEER will evaluation of Disproportionate Risks to Identified EJ Populations.
- ENGINEER will work with OWNER to identify public participation opportunities for any identified environmental justice populations.
- ENGINEER will evaluate environmental and health risks among any identified environmental justice populations that may be exacerbated by proper construction and operation of the selected alternative.

Task 70.0 – Prepare and Submit 201 Facilities Plan

This task consists of preparation of a stand-alone Facilities Plan Update document for submittal to the OWNER for review and approval. The document is anticipated to be organized in accordance with the Tennessee Clean Water State Revolving Fund loan program facilities plan outline as follows:

1. Summary, Conclusions, and Recommendations
 - 1.1 Statement of the Problem
 - 1.2 Summary of the Alternative Solutions Considered
 - 1.3 Recommended Solution
2. Purpose and Need
 - 2.1 Study Purpose
 - 2.2 Need for the Project
3. General Information
 - 3.1 Existing Facilities and Area Served
 - 3.2 Optimum Performance Available with the Existing Facilities/Operational Problems
 - 3.3 Existing Collection System (indicate collectors, pumping stations, force mains, and WWTPs)
 - 3.4 Potential for Serving Additional Areas
4. Infiltration and Inflow
 - 4.1 Analysis of Infiltration and Inflow
 - 4.2 Steps Being Taken to Reduce Excessive Infiltration and Inflow
5. Future Conditions
 - 5.1 Planning Period (20 years)
 - 5.2 Land Use Projections
 - 5.3 Population Forecast
6. Development of Alternatives
 - 6.1 “No Action” Alternative
 - 6.2 Minimum of Three Alternatives in Addition to the “No Action” Alternative Compared For Cost- effectiveness, Environmental Impacts, and Feasibility
 - 6.3 Chosen Alternative
7. Selected Plan Description
 - 7.1 Detailed Description of Chosen Alternative
 - 7.2 Public Involvement/Public Meeting
8. Project Costs
 - 8.1 Estimated Construction Costs and Overall Project Costs
 - 8.2 Proposed Financing
 - 8.3 Projected Operating Costs and User Charge Structure
9. Environmental Impacts
 - 9.1 Planning Area and Project Area (indicated on USGS quad map) and a Brief Project Description
 - 9.2 Project Specific Impacts
10. Environmental Justice Concerns
 - 10.1 Identification of Minority and Low-Income Populations in Project Area
 - 10.2 Evaluation of Disproportionate Risks to Identified EJ Populations

- 10.3 Identification of Public Participation Opportunities for Identified EJ Populations
- 10.4 Evaluation of Environmental/Health Risks among Identified EJ Populations that may be Exacerbated by Proper Construction and Operation of the Selected Alternative
- Appendices (as required)

This task will include the following:

- ENGINEER will prepare a first draft of the Plan.
- ENGINEER will submit first draft version electronically to OWNER.
- ENGINEER will conduct a workshop to review comments with OWNER and revise first draft as appropriate.
- ENGINEER will submit final draft version electronically and one (1) hard copy in 3-ring binder(s) to OWNER.
- ENGINEER will review comments with OWNER and revise final draft as appropriate.
- ENGINEER shall submit final version electronically and five (5) hard copies in 3-ring binder(s) to OWNER.
- ENGINEER shall submit three (3) hard copies of final version in 3-ring binder(s) to funding source, if necessary.

Task 80.0 – Public Meetings

The ENGINEER will communicate the key findings of the 201 Facilities Plan with the governmental bodies and public, if required by funding source, which may be affected or have comments regarding the OWNER's planning. The purpose of the communication will be to review the OWNER's preliminary ideas regarding current and future facilities and gather comments the governmental bodies and public may have.

This task will include the following activities:

- ENGINEER will prepare a PowerPoint presentation of the key findings of the Plan and the findings and recommendations will be presented for discussion at each meeting, along with appropriate handout materials.
- ENGINEER will attend one (1) Murfreesboro Water Resources Board (MWRD) meeting to present the 201 Facilities Plan update to each governmental body.
- ENGINEER will conduct one public meeting to present the key findings and recommendations of the Plan, if required by the funding source. ENGINEER will make available one (1) hard copy of the 201 Facilities Plan for the meeting.
- Prior to the formal presentations, a preparation presentation will be made to MWRD staff.

Time of Completion

Milestone	Calendar Days	Commencement Point
Task 10.0	360	Notice to Proceed
Task 20.0	20	Notice to Proceed
Task 30.0	70	Task 20.0

Task 40.0	20	Task 30.0
Task 50.0	160	Task 40.0
Task 60.0	30	Task 50.0
Task 70.0	30	Task 60.0
Task 80.0	30	Task 70.0

This entire contract is expected to be complete within 360 days of the project kick-off meeting. If the contract extends beyond this period of time, the compensation may have to be adjusted commensurately.

Deliverables

Task 10.0 – Project Management and Initiation

The following will be provided by ENGINEER under the subtask:

- Monthly invoices submitted electronically.
- Monthly 1-page progress reports submitted electronically.
- Regulatory agency meeting highlights for 2 meetings submitted electronically to OWNER and hard copies to agency if required.
- Waste load allocation study coordination meeting highlights for 2 meetings submitted electronically to OWNER and hard copies to agency if required.

Task 20.0 – Data Collection and General Information

The following will be provided by ENGINEER under the subtask:

- Register of data required from OWNER.

Task 30 – Evaluation of Data and Facilities

The following will be provided by ENGINEER under this subtask:

- None.

Task 40 – Land Use, Population, and Flow Projections

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of any exhibits to be used in the Plan.
- Summary table of projected population and flows by sanitary sewer district and grouped into flow monitored basins.

Task 50.0 – Planning and Design Criteria

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy Provide schematic design drawings and an opinion of cost of the chosen collection alternative.

- One (1) electronic copy of schematic design drawings and an opinion of cost of the chosen treatment alternative.
- One (1) electronic copy of the schematic design drawings and an opinion of cost of the chosen treatment alternative electronically to OWNER for review.

Task 60.0 – Evaluate Environmental Impact and Justice Concerns

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of the historical and archeological resources report, if required.
- One (1) electronic copy of the cultural and natural resources report, if required.

Task 70.0 – Prepare and Submit 201 Facilities Plan

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of the complete first draft of the Plan.
- One (1) electronic copy of the complete final draft of the Plan, including appendices in PDF format.
- One (1) hard copy in 3-ring binder(s) of the complete final draft of the Plan, including appendices in PDF format.
- One (1) electronic copy of the final version of the Plan
- Five (5) hard copies in 3-ring binder(s) of the final version of the Plan to the OWNER.
- Three (3) hard copies in 3-ring binder(s) of the final version of the Plan to the funding source, if necessary.
- Exhibits prepared for the Plan using CADD software will be provided in their raw format in addition to PDF format.

Task 80.0 – Public Meetings

The following will be provided by ENGINEER under this subtask:

- Presentation slides in PowerPoint format.
- Presentation handouts for each meeting.

Exclusions

The following services are specifically excluded from the Scope of Services:

- Project initiation meeting.
- Surveying to confirm GIS data of collection system facilities.
- Sanitary sewage flow monitoring.
- Physical condition assessment of sewage collection system facilities.
- Physical condition assessment of wastewater treatment facilities.
- BIOWIN modeling of WRRF.
- Computer hydraulic modeling of sewage collection system.
- SRF related exclusions.

- Transcript of public meeting.
- Permitting.

Compensation

The Compensation will be in accordance with the attached estimated Engineering Cost Breakdown and has been broken down as follows for the various services:

Milestone/Services	Estimated Hourly Price
Task 10.0	\$27,235.00
Task 20.0	\$9,810.00
Task 30.0	\$33,480.00
Task 40.0	\$15,200.00
Task 50.0	\$94,910.00
Task 60.0	\$38,695.00
Task 70.0	\$17,675.00
Task 80.0	\$12,855.00
Total Fee	\$249,860.00 (not-to-exceed)
Outside Plotting and Printing:	Reimbursable at cost
Out of Town Travel:	Reimbursable at cost

The ENGINEER will be compensated based upon the Standard Hourly Rates method as described in the Master Services Agreement executed in 2002 and updated in April 2017. The fee ceiling for these services will not be exceeded without written authorization of OWNER. If the OWNER requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates as described in the Master Services Agreement. These additional services will only be performed upon written authorization from OWNER. Reimbursable costs, as listed above and as described in the Master Services Agreement, shall be billed at cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the
_____ day of _____ 2019.

SMITH SECKMAN REID, INC.

By: _____

Title: _____ Principal _____

WITNESS

By: _____

Title: _____ Senior Project Manager _____

CITY OF MURFREESBORO

By: _____

Title: _____

WITNESS

By: _____

Title: _____

APPROVED AS TO FORM:

City of Murfreesboro Legal Department



MWRD
201 FACILITIES PLAN UPDATE
1941001.0
PROJECT LABOR ESTIMATE



Project Role Employee Hourly Rate			Summary											
			Principal	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical
			MLB	BDF					MVD	BRN	CDJ			DCH
			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00
Task 10.0 - Project Management (365 days)														
	SubTask 10.1.1	Project Budget	0	10	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.2	Subconsultant Contracts	0	10	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.3	Project Scheduling	0	10	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.4	Project Setup (Accting, eRes, etc.)	0	5	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.5	Project Work Plan	0	15	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.6	QAQC Plan	0	10	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.7	Weekly Projections, eRes, etc.	0	15	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.8	Monthly Billing (12)	0	3	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.9	Monthly Progress Reports (12)	0	6	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.10	Kickoff Meeting (internal) Prepare Agenda	0	10	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1.11	Kickoff Meeting (internal) Attend Meeting	2	2	0	0	0	0	2	0	0	0	0	0
	SubTask 10.1.12	Kickoff Meeting (internal) Prepare Minutes	0	1	0	0	0	0	4	0	0	0	0	0
	SubTask 10.2.1	Regulatory Agency Agenda (2)	1	2	0	0	0	0	4	0	0	0	0	0
	SubTask 10.2.2	Regulatory Agency Meeting Attendance (2)	8	8	0	0	0	0	8	0	0	0	0	0
	SubTask 10.2.3	Regulatory Agency Meeting Minutes (2)	1	2	0	0	0	0	4	0	0	0	0	0
	SubTask 10.3.1	Waste Load Allocation Study Meeting Agenda (2)	1	2	0	0	0	0	4	0	0	0	0	0
	SubTask 10.3.2	Waste Load Allocation Study Meeting Attendance (2)	5	5	0	0	0	0	5	0	0	0	0	0
	SubTask 10.3.3	Waste Load Allocation Study Meeting Minutes (2)	1	2	0	0	0	0	4	0	0	0	0	0
Task 10 Subtotal Hours			19	118	0	0	0	0	35	0	0	0	0	0
Task 10 Subtotal Cost			\$3,610	\$20,650	\$0	\$0	\$0	\$0	\$2,975	\$0	\$0	\$0	\$0	\$0
Task 20.0 - Data Collection and General Information (20 days)														
	SubTask 20.0.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 20.0.1	Internal Review Meetings (5)	4	10	0	4	0	0	10	5	0	0	0	0
	SubTask 20.1	Create Data Collection Register	0	1	0	0	0	0	4	0	0	0	0	0
	SubTask 20.2	Create FTP Site	0	1	0	0	0	0	0	0	0	0	0	0
	SubTask 20.3	Receive and Collect Owner-Provided Data	0	10	0	0	0	0	20	0	0	0	0	0
	SubTask 20.4	Conduct Owner Interviews (1)	0	4	0	0	0	0	4	0	0	0	0	0
Task 20 Subtotal Hours			4	26	0	4	0	0	38	5	0	0	0	0
Task 20 Subtotal Cost			\$760	\$4,550	\$0	\$620	\$0	\$0	\$3,230	\$650	\$0	\$0	\$0	\$0
Task 30.0 - Evaluation of Data and Facilities (70 days)														
	SubTask 30.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.0.2	Internal Review Meetings (4)	2	4	0	1	0	0	4	4	0	0	0	0
	SubTask 30.0.3	QC	4	4	0	8	0	0	2	0	0	0	0	0
	SubTask 30.1.1	Review and Compile Record Drawings	0	4	0	0	0	0	4	0	0	0	0	0
	SubTask 30.1.2	Review Existing Report Data, Etc.	0	4	0	0	0	0	8	0	0	0	0	0
	SubTask 30.1.3	Compile KKC Projections	1	2	0	0	0	0	4	0	0	0	0	0

Project Role Employee Hourly Rate			Summary											
			Principal	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical
			MLB	BDF					MVD	BRN	CDJ			DCH
			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00
	SubTask 30.1.4	Analyze and Summarize Operating Data	0	8	0	0	0	0	16	0	0	0	0	0
	SubTask 30.1.5	Site Visit	0	4	0	0	0	0	4	0	0	0	0	0
	SubTask 30.1.6	Prepare Treatment Calculations	0	8	0	0	0	0	20	0	0	0	0	0
	SubTask 30.1.7	Estimate Processes Useful Life	1	4	0	0	0	0	10	0	0	0	0	0
	SubTask 30.1.8	Evaluate Optimizatoin Potential	0	4	0	0	0	0	8	0	0	0	0	0
	SubTask 30.2.1	Review and Compile Record Drawings	2	2	0	0	0	0	8	0	0	0	0	0
	SubTask 30.2.2	Review Existing Report Data, Etc.	1	2	0	0	0	0	8	0	0	0	0	0
	SubTask 30.2.3	Collect Latest GIS Data from City	0	0	0	0	0	0	8	8	0	0	0	0
	SubTask 30.2.4	Analyze and Summarize Flow Data	0	4	0	0	0	0	10	0	0	0	0	0
	SubTask 30.2.5	Identify System Components to be Modeled	2	8	0	0	0	0	2	0	0	0	0	0
	SubTask 30.2.6	Create Spreadsheet Model	1	1	0	0	0	0	10	0	0	0	0	0
	SubTask 30.2.7	Evaluate Optimizatoin Potential	1	5	0	0	0	0	5	0	0	0	0	0
	SubTask 30.3.1	Calibrate Spreadsheet Model with ADS Data	1	2	0	0	0	0	10	0	0	0	0	0
	SubTask 30.3.2	Review ADS I/I Report Data, Etc.	1	2	0	0	0	0	8	0	0	0	0	0
	SubTask 30.3.3	Review CMOM Data	1	1	0	0	0	0	4	0	0	0	0	0
	SubTask 30.3.4	Review Rehab Data	1	1	0	4	0	0	4	0	0	0	0	0
Task 30 Subtotal Hours			19	74	0	13	0	0	157	12	0	0	0	0
Task 30 Subtotal Cost			\$3,610	\$12,950	\$0	\$2,015	\$0	\$0	\$13,345	\$1,560	\$0	\$0	\$0	\$0
Task 40.0 - Land Use, Population and Flow Projections (20 Days)														
	SubTask 40.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 40.0.2	Internal Review Meetings (1)	2	2	0	0	0	0	2	2	0	0	0	0
	SubTask 40.0.3	QC	2	2	0	0	0	0	0	0	4	0	0	0
	SubTask 40.1.1	Collect and Review Owner Land Use Data and Maps	0	1	0	0	0	0	2	2	0	0	0	0
	SubTask 40.1.2	Create Land Use Maps	0	0	0	0	0	0	2	2	0	0	0	0
	SubTask 40.2.1	Collect and Review Owner Population Data and Maps	0	0	0	0	0	0	2	2	0	0	0	0
	SubTask 40.2.2	Collect and Review Owner Soils Data and Maps	0	0	0	0	0	0	2	2	0	0	0	0
	SubTask 40.2.3	Group Sanitary Sewer District into Flow Basins	1	1	0	0	0	0	10	2	0	0	0	0
	SubTask 40.2.4	Create Decentralized Sewer Decision Matrix	1	1	0	0	0	0	1	0	0	0	0	0
	SubTask 40.2.5	Estimate Decentralized Sewer Projections	1	5	0	0	0	0	15	0	0	0	0	0
	SubTask 40.2.6	Meeting to Discuss Decentralized Sewer Service	4	4	0	0	0	0	4	0	0	0	0	0
	SubTask 40.2.7	Input Future Flows into Model	0	4	0	0	0	0	10	0	0	0	0	0
	SubTask 40.2.8	Identify System Deficiencies	0	4	0	0	0	0	10	0	0	0	0	0
	SubTask 40.2.9	Create Population and Flow Summary Table and Maps	0	1	0	0	0	0	2	8	0	0	0	0
	SubTask 40.2.10	Submit Population and Flow Summary Table and Maps	0	1	0	0	0	0	2	0	0	0	0	0
Task 40 Subtotal Hours			11	26	0	0	0	0	64	20	4	0	0	0
Task 40 Subtotal Cost			\$2,090	\$4,550	\$0	\$0	\$0	\$0	\$5,440	\$2,600	\$520	\$0	\$0	\$0
Task 50.0 - Planning and Design Criteria (160 days)														
	SubTask 50.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 50.0.2	Internal Review Meetings (4)	2	4	0	0	0	0	4	4	0	0	0	0
	SubTask 50.0.3	QC	20	8	0	0	0	0	2	0	4	0	0	0
	SubTask 50.1.1	Review WRRF MOR Data	0	2	0	0	0	0	2	0	0	0	0	0
	SubTask 50.1.2	Compile WRRF MOR Data	0	2	0	0	0	0	8	0	0	0	0	0
	SubTask 50.1.3	Establish WRRF Design Flows for Processes	0	4	0	0	0	0	8	0	0	0	0	0
	SubTask 50.2.1	Review Non-Process Facilites	0	2	0	0	0	0	4	0	0	0	0	0
	SubTask 50.2.2	Compile Non-Process Facilities Data	0	4	0	0	0	0	8	0	0	0	0	0

			Summary											
			Principal	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical
			MLB	BDF					MVD	BRN	CDJ			DCH
			Hourly Rate											
			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00
														\$132.92
	SubTask 50.2.3	WRRF Influent Flow Characterization	0	8	0	0	0	0	15	0	0	0	0	0
	SubTask 50.2.4	Develop WWRF Treatment Criteria	0	8	0	0	0	0	15	0	0	0	0	0
	SubTask 50.3.1	Review and Coordinate NPDES Permit with WLA Study	2	8	0	0	0	0	8	0	0	0	0	0
	SubTask 50.3.2	Review Long Term Nitrogen and Phosphorus Removal	2	8	0	0	0	0	2	0	0	0	0	0
	SubTask 50.3.3	Evaluate Potential Impacts	2	8	0	0	0	0	2	0	0	0	0	0
	SubTask 50.3.4	Consult with Regulators about WLA Study Impacts	4	4	0	0	0	0	4	0	0	0	0	0
	SubTask 50.4.1	Identify and Evaluate Gravity Alternatives	2	8	0	0	0	0	40	0	0	0	0	0
	SubTask 50.4.2	Identify and Evaluate Pumping Alternatives	2	8	0	0	0	0	20	0	0	0	0	0
	SubTask 50.4.3	Identify and Evaluate Decentralized Alternatives	2	8	0	0	0	0	40	0	0	0	0	0
	SubTask 50.5.1	Compare Treatment Capacities to Future Flows and Loads	0	8	0	0	0	0	20	0	0	0	0	0
	SubTask 50.5.2	Identify Deficiencies	0	4	0	0	0	0	10	0	0	0	0	0
	SubTask 50.5.3	Identify and Evaluate MPS Alternatives	0	1	0	0	0	0	1	0	0	0	0	0
	SubTask 50.5.4	Identify and Evaluate Headworks Alternatives	0	8	0	0	0	0	16	0	0	0	0	0
	SubTask 50.5.5	Identify and Evaluate Activated Sludge /Nutrient Alternatives	0	8	0	0	0	0	20	0	0	0	0	0
	SubTask 50.5.6	Identify and Evaluate Disinfection Alternatives	0	8	0	0	0	0	20	0	0	0	0	0
	SubTask 50.5.7	Identify and Evaluate Solids Handling Alternatives	0	15	0	0	0	0	30	0	0	0	0	0
	SubTask 50.6.1	Evaluate Repurified Effluent Disposal	0	4	0	0	0	0	16	0	0	0	0	0
	SubTask 50.6.2	Evaluate W. Fork (Current Tech) Effluent Disposal	0	2	0	0	0	0	4	0	0	0	0	0
	SubTask 50.6.3	Evaluate W. Fork (Advanced Tech) Effluent Disposal	0	2	0	0	0	0	4	0	0	0	0	0
	SubTask 50.6.4	Evaluate E. Fork (Advanced Tech) Effluent Disposal	0	2	0	0	0	0	4	0	0	0	0	0
	SubTask 50.6.5	Evaluate Cumberland River Effluent Disposal	0	1	0	0	0	0	2	0	0	0	0	0
	SubTask 50.7.1	Develop Chosen Collection Alternative	0	10	0	0	0	0	40	8	0	0	0	0
	SubTask 50.7.2	Develop Chosen Treatment Alternative	0	10	0	0	0	0	40	8	0	0	0	0
	SubTask 50.7.3	Develop Chosen Effluent Disposal Alternative	0	10	0	0	0	0	30	8	0	0	0	0
	SubTask 50.7.4	Develop Chosen Bisolids Disposal Alternative	0	5	0	0	0	0	15	8	0	0	0	0
	SubTask 50.7.5	Develop OPCC Chosen Collection Alternative	0	5	0	0	0	0	20	0	0	0	0	0
	SubTask 50.7.6	Develop OPCC Chosen Treatment Alternative	0	5	0	0	0	0	20	0	0	0	0	0
	SubTask 50.7.7	Develop OPCC Chosen Effluent Disposal Alternative	0	5	0	0	0	0	20	0	0	0	0	0
	SubTask 50.7.8	Develop OPCC Chosen Bisolids Disposal Alternative	0	5	0	0	0	0	20	0	0	0	0	0
	Task 50 Subtotal Hours		38	212	0	0	0	0	534	36	4	0	0	0
	Task 50 Subtotal Cost		\$7,220	\$37,100	\$0	\$0	\$0	\$0	\$45,390	\$4,680	\$520	\$0	\$0	\$0
	Task 60.0 - Envrionmental Impacts (30 days)													
	SubTask 60.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 60.0.2	Internal Review Meetings (1)	0	1	0	0	0	0	1	0	0	0	0	0
	SubTask 60.0.3	QC	4	2	0	0	0	0	1	0	2	0	0	0
	SubTask 60.1	Describe Area Land Use, Growth	0	4	0	0	0	0	8	0	0	0	0	0
	SubTask 60.2	Prepare Maps	0	1	0	0	0	0	2	10	0	0	0	0
	SubTask 60.3	Describe Area Geology	1	8	0	0	0	0	18	0	0	0	0	0
	SubTask 60.4	Describe Area Topography and Hydrology	1	8	0	0	0	0	18	0	0	0	0	0
	SubTask 60.5	Describe Area Soils	1	8	0	0	0	0	18	0	0	0	0	0
	SubTask 60.6	Prepare Maps	0	1	0	0	0	0	2	10	0	0	0	0
	SubTask 60.7	Describe Area Archaeological and Historical Features	1	10	0	0	0	0	18	0	0	0	0	0
	SubTask 60.8	Obtain Historical Clearance Letters	1	10	0	0	0	0	5	0	0	0	0	0
	SubTask 60.9	Describe Water Supply in Area	2	10	0	0	0	0	18	0	0	0	0	0
	SubTask 60.10	Describe Area T&E Species, Flora and Fauna	1	10	0	0	0	0	18	0	0	0	0	0

			Summary											
			Principal	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical
			MLB	BDF					MVD	BRN	CDJ			DCH
			Project Role Employee Hourly Rate											Hours/ Task Costs
			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00
	SubTask 60.11	Identify Area Wetlands and Floodplains	1	10	0	0	0	0	18	0	0	0	0	0
	SubTask 60.12	Provide Maps	0	1	0	0	0	0	2	10	0	0	0	0
	SubTask 60.13	Describe Air Quality and Measures to Mitigate	1	2	0	0	0	0	2	0	0	0	0	0
	SubTask 60.14	Provide Location Maps	0	0	0	0	0	0	2	4	0	0	0	0
	SubTask 60.15	Environmental Justice Evaluation	1	10	0	0	0	0	18	0	0	0	0	0
Task 60 Subtotal Hours			15	96	0	0	0	0	169	34	2	0	0	0
Task 60 Subtotal Cost			\$2,850	\$16,800	\$0	\$0	\$0	\$0	\$14,365	\$4,420	\$260	\$0	\$0	\$0
Task 70.0 - Prepare 201 Facilities Plan (30 days)														
	SubTask 70.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 70.0.2	Internal Review Meetings (#)	2	4	0	0	0	0	4	4	0	0	0	0
	SubTask 70.0.3	QC	5	5	0	0	0	0	2	0	0	0	0	0
	SubTask 70.1.1	Prepare First Draft	5	10	0	0	0	0	30	0	0	0	0	5
	SubTask 70.1.2	Compile Appendices	0	2	0	0	0	0	10	0	0	0	0	0
	SubTask 70.1.3	MWRD Review Workshop	4	4	0	0	0	0	4	0	0	0	0	0
	SubTask 70.1.4	Prepare Final Draft	0	5	0	0	0	0	15	0	0	0	0	5
	SubTask 70.1.5	Address MWRD Final Comments	1	2	0	0	0	0	5	0	0	0	0	0
	SubTask 70.1.6	Prepare Final Version of 201 Plan	2	2	0	0	0	0	5	0	0	0	0	0
	SubTask 70.1.7	Submit Final Version to MWRD and TDEC SRF	0	0	0	0	0	0	2	0	0	0	0	5
Task 70 Subtotal Hours			19	34	0	0	0	0	77	4	0	0	0	15
Task 70 Subtotal Cost			\$3,610	\$5,950	\$0	\$0	\$0	\$0	\$6,545	\$520	\$0	\$0	\$0	\$1,050
Task 80.0 - Public Meetings (30 days)														
	SubTask 80.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 80.0.2	Internal Review Meetings (#)	2	2	0	0	0	0	2	0	0	0	0	0
	SubTask 80.0.3	QC	2	2	0	0	0	0	1	0	0	0	0	0
	SubTask 80.1.1	Prepare Presentation	8	8	0	0	0	0	16	0	0	0	0	8
	SubTask 80.1.2	Present to MWRD Staff	4	4	0	0	0	0	4	0	0	0	0	0
	SubTask 80.1.3	Present to MWRD Board	4	4	0	0	0	0	4	0	0	0	0	0
	SubTask 80.1.4	Present to City Council	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 80.1.5	Present to Public Meeting	6	6	0	0	0	0	6	0	0	0	0	0
Task 80 Subtotal Hours			26	26	0	0	0	0	33	0	0	0	0	8
Task 80 Subtotal Cost			\$4,940	\$4,550	\$0	\$0	\$0	\$0	\$2,805	\$0	\$0	\$0	\$0	\$560
LABOR HOURS			151	612	0	17	0	0	1,107	111	10	0	0	23
REVENUE			\$28,690	\$107,100	\$0	\$2,635	\$0	\$0	\$94,095	\$14,430	\$1,300	\$0	\$0	\$1,610

COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: Task Order No. 19-01 - Fournier Dewatering Press Installation

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

In January of 2019, the City Council approved replacing the fourth and final, original sludge dewatering press with the understanding that John Bouchard & Sons would perform the installation work. The Task Order for this project is now complete.

Staff Recommendation

Staff recommends the City Council approving Task Order 19-01 for the WRRF Fournier Dewatering Press Installation in the amount of \$79,872 from the John Bouchard & Sons Company.

Background Information

The Water Resource Recovery Facility utilizes eight Fournier Industry Inc. Rotary Biosolids Presses to dewater the sludge that is a byproduct of the wastewater treatment process. Currently, over 50,000,000 lbs. of dewatered sludge are trucked annually to the landfill by the Department for final disposal. The Biosolids facility was constructed in 1999 with four presses and commissioned in 2000. Of those presses, this is the final one to be replaced.

Council Priorities Served

Safe and Livable Neighborhoods

Adequate treatment capacity is necessary to protect citizens' health and the environment.

Fiscal Impacts

The Fournier Rotary Biosolids Press project was budgeted in Department's rate funded capital account in the amount of \$480,000. The \$462,372 total for the project is within budget. The \$382,500 for equipment and \$79,872 for installation performed by John Bouchard & Sons will also be paid using the rate funded capital account.

Attachments:

1. Task Order 19-01



...

TASK ORDER NO. 19-01

February 13, 2019

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water Resources Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

May 17, 2018 thru May 17, 2019

FOR

WRRF Fournier Dewatering Press Installation

Task Order No. 19-01***WRRF Fournier Dewatering Press Installation*****BACKGROUND**

The Water Resource Recovery Facility utilizes eight Fournier Industry Rotary Biosolids Presses to dewater the sludge that is a byproduct of the wastewater treatment process. Currently, over 50,000,000 lbs. of dewatered sludge are trucked annually to the landfill by the Department for final disposal.

The Biosolids facility was constructed in 1999 with four presses and commissioned in 2000. Of those presses, only one has not been replaced. However, after 19 years it also needs to be replaced.

SCOPE OF WORK

JBS proposes to install the owner-furnished press and pump in the same manner as was performed on the previous three presses/pumps in 2016. We assume that the scope will be the same as this previous project.

The scope should therefore include:

Sludge Pump Replacement Scope:**Mechanical Scope of Work**

- Isolate the existing sludge pump from the rest of the system.
- Remove the pump and associated piping from the area, using a boom truck to raise the pumps from the pit and either store on-site for salvage or dispose of the pumps and piping.
- Furnish and install new pipe, valves, fittings, and pipe supports to accommodate the new pump.
- Pressure test new piping as required.
- Paint piping as required. Includes pipe labels.
- Reconfigure the existing concrete pads to accommodate the new pump.
- Accept delivery and unload pump on-site and store as needed.
- Install the owner-furnished Penn Valley Pump and miscellaneous devices.
- Assist with startup of the new pumps.

Electrical Scope of Work

- Disconnect existing electrical to (1) existing pump.
- Rework conduit and wiring as needed to accommodate new pump locations.
- Rework conduit and wiring as needed to accommodate existing control wiring at pump location.
- Provide and install stainless steel strut for disconnect supports as needed for pump.
- Remove (1) existing VFD MCC bucket and install new VFD MCC bucket that is to be provided by Fournier.
- Connect existing control wiring to new VFD.
- Terminate Fiber connections in existing PLC #6 panel.
- Startup assistance labor.

Mechanical Exclusions

- Overtime labor rates
- Seismic Engineering/Bracing
- Providing pumps

Electrical Exclusions of Work

- Overtime labor rates
- Fiber optic cable or installation.
- Fiber switch.
- VFD's
- Replacing or adding to any wiring from the VFD's to existing pump disconnects or controllers
- Disconnect switches.

Press Replacement Scope

Mechanical Scope of Work

- Demolish one existing Fournier press and flocculator in a manner that best suits the owner with regard to maintaining operations.
- Store or dispose of demolished items as per the owner/engineer's direction.
- Isolate associated piping serving the presses to allow for installation of new press.
- Pour new concrete pad for the new press.
- Take delivery and unload the press on site. Includes crane/forklift rental.
- Install one owner furnished Fournier presses. Includes rigging and forklift rental.
- Furnish and install new pipe, valves, fittings, and pipe supports for the new press.
- Includes installation of various owner furnished devices in the piping and re-use of the existing flocculator.
- Includes tie-ins to the existing piping as shown on the contract drawings.
- Pressure test and paint the new piping.
- Includes pipe labels.
- Assist with startup of the new press.

Electrical Scope of Work

- Check and document all control wiring to be reused or replaced.
- Disconnect existing electrical to (1) existing filter pump, install wiring in existing conduit from existing disconnect to new panel CP-8100A.
- Remove (1) existing filter press VFD and replace with new control panel CP-8100A supplied by Fournier.
- Supply and install NEMA 12 lay in wireway from existing VFD conduit to new control panel CP-8100A.
- Supply and install terminal blocks in wireway to extend wiring for filter press to new CP-8100A.
- Remove existing panel CP-8100 and replace with new control panel supplied by Fournier.
- Provide and install conduit, wiring and (1) 150 amp 3 pole breaker for new CP-8100A control panel.
- Provide and install necessary conduit and wiring from terminal box to filter press.
- Install conduit and fiber optic cable from CP-8400 to CP-8100 and terminate to patch panel that is to be supplied by others.

- Startup assistance labor.

Mechanical Exclusions

- Overtime labor rates
- Seismic Engineering/Bracing
- Providing presses and accessories

Electrical Exclusions of Work

- Overtime labor rates
- Replacing or repair of any existing conduit that is labeled on drawing to be reused.
- Fiber switch.
- Fork lift rental, (per our conference call, to save on this expense Murfreesboro WWTP will provide a fork lift and operator as needed to assist in removing and installing control panels.
- Disconnect switches.

TOTAL ESTIMATE FOR PUMP & PRESS INSTALLATION & WIRING \$ 79,872.00

FINANCIAL IMPACT:

Murfreesboro Service Contract Rate Sheet - 2018			
2019 Pump & Press Installation			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	58	\$75.00	\$4,350.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	172	\$67.00	\$11,524.00
Superintendent (OT)	8	\$100.50	\$804.00
Pipefitter/Welder (RT)	145	\$52.00	\$7,540.00
Pipefitter/Welder (OT)	8	\$78.00	\$624.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)	100	\$52.00	\$5,200.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	320	\$37.00	\$11,840.00
Apprentice/Helper (OT)	8	\$55.50	\$444.00
Expediter/Delivery (RT)	4	\$29.00	\$116.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)	8	\$60.00	\$480.00
Machine Shop Millwright (OT)		\$90.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder	16	\$15.00	\$240.00
Power Threader	24	\$10.00	\$240.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	433	\$15.00	\$6,495.00
Scissor Lift		\$19.00	\$0.00

Materials & Subcontractors		
Pipe, Valves, Fittings, Hangers, Labels, Painting		\$16,500.00
Concrete Work		\$500.00
Forklift & Rigging		\$6,000.00
Miscellaneous		\$250.00
Electrical Materials		\$4,000.00
Markup on Material & Subcontractors	10.00%	\$2,725.00

TOTAL ESTIMATE	\$79,872.00
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SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro Water Resources Dept.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water Resources Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: Purchase of Biosolids Trailer

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

The City Council approved staff's request to budget funds for the purchase of a replacement Biosolids Trailer. An Invitation to Bid to supply this equipment was advertised. Two bids were received.

Staff Recommendation

Staff recommends the City Council approving the purchase of one (1) Biosolids Trailer from the lowest bidder, Tishomingo Acquisition doing business as Ox Trailers, in the amount of \$47,000 from the Department's rate funded capital.

Background Information

The Water Resource Recovery Facility dewateres the sludge that is a byproduct of the wastewater treatment process. Currently, over 50,000,000 lbs. of dewatered sludge are hauled annually to the landfill utilizing the Department's Biosolids Trailers and Semi-Trucks.

Council Priorities Served

Safe and Livable Neighborhoods

Adequate Biosolids disposal capacity protects citizens' health and the environment.

Fiscal Impacts

The purchase of the trailer was budgeted in the Department's rate funded capital account in the amount of \$60,000 and the recommended bid price is within budget.

Attachments:

1. Bid Tabulation Sheet

**Bid Tabulation Sheet
For
ITB-21-2019 – Biosolids Trailer**

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/ Drug-Free	License
Fleet Equipment	\$52,185	Yes	Yes	Yes	N/A/Yes	N/A
Tishomingo Acquisition dba/ Ox Trailers	\$47,000	Yes	Yes	Yes	N/A/Yes	N/A
Most Qualified Bidder	Tishomingo Acquisition dba/ Ox Trailers					

Recommend Award to: Tishomingo Acquisition dba/ Ox Trailers

Amount of: \$47,000

Bid Opened by: Shaun Poore, Purchasing Analyst

Department Head Signature: _____

John Stuckland

Date: 3/27/19

COUNCIL COMMUNICATION

Meeting Date: 04/18/19

Item Title: Purchase of Operations Pickup Truck

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

The City Council approved staff's request to budget funds for the purchase of this new truck, model type W1E-100A Ford F-150. This new truck would be purchased in accordance with the statewide Contract 209/56446.

Staff Recommendation

Staff recommends the City Council approving the purchase of one (1) Ford F-150 Crew Cab Truck from Ford of Murfreesboro in the amount of \$32,613.00 from the Department's rate funded capital.

Background Information

MWRD's 2018-2019 Approved Capital Budget contains a line item under WRRF New Equipment Operations Truck. The Department employs several Plant Operators. In the course of their work, they use trucks to drive between the Department's two farms, STEP Systems, Reuse towers, Oxygen plant, around the plant, and perform various other tasks.

Council Priorities Served

Safe and Livable Neighborhoods

Operations works to protect citizens' health and the environment.

Fiscal Impacts

\$50,000 was budgeted in the Capital Budget for this purchase. The purchase price of the truck (\$32,613.00) is within the amount.

Attachments:

1. Price Quote from Ford of Murfreesboro

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/56446

TO:
City of Murfreesboro

DATE 3/25/2019
F.O.B.
TERMS 30 Days ARO
DELIVERY TBD
NUMBER MUR017

We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
W1E	1	2019 Ford F-150 Crew Cab 4x4 w/ Tow Pkg.	\$30,369.00	\$30,369.00
OPTIONS	1	Additional Factory Options	\$2,095.00	\$2,095.00
UPFIT	1	Aftermarket Upfit Equipment	\$149.00	\$149.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$32,613.00	\$32,613.00

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.



QUOTE SIGNED

March 25, 2019

DATE



Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee,
371291709
Office: 888-505-4898
Fax: 6158939730

2019 F-150, SuperCrew Cab Styleside
4x4 SuperCrew Cab Styleside 6.5' box 157" WB
XL(W1E)
Price Level: 950

Selected Options

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$40,460.00
Packages		
101A	Equipment Group 101A Mid	\$2,255.00
	- Option Discount	-\$750.00
	<i>Includes:</i> - Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability, - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport. - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: P265/70R17 OWL A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack (not available with SYNC). - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows - 4.2" Productivity Screen in Instrument Cluster Includes compass. - SYNC Includes enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. - Cruise Control	
Powertrain		
995	Engine: 5.0L V8	Included
	<i>Includes auto start-stop technology and flex-fuel capability,</i>	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>	
X27	3.31 Axle Ratio	Included
STDGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P265/70R17 OWL A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee,
371291709
Office: 888-505-4898
Fax: 6158939730

2019 F-150, SuperCrew Cab Styleside
4x4 SuperCrew Cab Styleside 6.5' box 157" WB
XL(W1E)
Price Level: 950

Selected Options (cont'd)

Code	Description	MSRP
Other Options		
157WB	157" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack (not available with SYNC).</i>	Included
86A_	XL Chrome Appearance Package - Option Discount <i>Includes:</i> <i>- Wheels: 17" Silver Painted Aluminum</i> <i>- Front & Rear Chrome Bumpers</i> <i>Includes body-color front fascia.</i> <i>- Fog Lamps</i>	\$775.00 -\$500.00
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	Included
53A_	Trailer Tow Package w/101A Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Towing capability up to TBD. Includes tailgate LED.</i> <i>Includes:</i> <i>- Class IV Trailer Hitch Receiver</i> <i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i> <i>- Auxiliary Transmission Oil Cooler</i> <i>- Pro Trailer Backup Assist</i> <i>- Upgraded Front Stabilizer Bar</i>	\$995.00
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
18B	Black Platform Running Boards	\$250.00
PAINT	Monotone Paint Application	STD
91V	110V/400W Outlet	\$200.00
76R	Reverse Sensing System	\$275.00
595_	Fog Lamps	Included
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i>	N/C
96W	Tough Bed Spray-In Bedliner	\$595.00

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Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee,
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Office: 888-505-4898
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2019 F-150, SuperCrew Cab Styleside
4x4 SuperCrew Cab Styleside 6.5' box 157" WB
XL(W1E)
Price Level: 950

Selected Options (cont'd)

Code	Description	MSRP
	Ford accessory.	
Fleet Options		
85A	XL Power Equipment Group	Included
	Includes: - Power Glass Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows	
52P	SYNC	Included
	Includes enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.	
17C	Front & Rear Chrome Bumpers	Included
	Includes body-color front fascia.	
50S	Cruise Control	Included
Interior Colors		
AG_02	Medium Earth Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
Upfit Options		
PRVCY	Front Privacy Glass	\$149.00
SUBTOTAL		\$44,864.00
Destination Charge		\$1,595.00
TOTAL		\$46,459.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: CIP Funds Transfer
Department: Finance
Presented by: Melissa Wright, City Recorder

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

Notification to Council of City Manager approved CIP transfer.

Background Information

Funding for capital improvement projects is provided by TMBF Loans / Bonds after being allocated and approved by City Council. When reallocation of these funds becomes necessary a request for CIP Funds Transfers is submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to City Council. The following CIP Transfer has been approved:

Police Cars

The cost of the Socrata Open Finance Software was \$11,616.44 less than had been budgeted after sharing the costs with Water Resources. It was requested that the savings be transferred to the Police Cars line item in the 2014 TMBF. This transfer increases the 2014 TMBF funds available for the purchase of Police cars to \$573,022.40 and completes our final draw on this short-term loan.

Fiscal Impacts

None

Attachments

CIP Funds Transfer Request – 2014 TMBF for purchase of Police cars



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2014 TMBF

Transfer CIP funds from:

ERP Software \$ (11,616.44)

Transfer CIP funds to:


Police Cars \$ 11,616.44

TOTAL TRANSFER \$ (11,616.44)


TOTAL TRANSFER \$ 11,616.44

Explanation: The cost of the Socrata Open Finance Software was less than had been budgeted after sharing the costs with Water Resources. It is requested that the savings be transferred to the Police Cars line item.

This transfer increases the amount available to be paid toward Police cars from this loan to \$573,022.40.


Budget Director Signature


4-12-19
Date


Reviewed by Finance

4-12-19
Date

Approved




City Manager

Declined



4.12.19
Date

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

COUNCIL COMMUNICATION

Meeting Date: 4/18/2019

Item Title: FY 2019 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright *MW*

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

Notification to Council of City Manager approved budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Parks & Recreation Department

The transfer is for the purchase of two AEDs for the Senior Center. Move \$6,000 from Senior Center Payroll Expenses roll up category, Salary – Full-Time - Regular object code, into the Senior Center Fixed Asset Expenses roll up category, Machinery and Equipment object code.

Administration

Six transfers for salaries and benefits totaling \$32,733 associated with Ashley McDonald were moved from the Fire Department to the Administration Department.

Golf Department

The first transfer is to repair the HVAC unit at the VA Golf Course. Move \$6,935 from Golf Payroll Expenses roll up category, Salary – Full-Time - Regular object code, into the Golf Operating Expenses roll up category, Repair & Maintenance Buildings object code.

The second transfer is to purchase a replacement grease gun for the VA Golf Course. Move \$300 from Golf Operating Expenses roll up category, Operating Supplies object code, into the Golf Fixed Asset Expenses roll up category, Machinery and Equipment object code.

The third transfer is to replace small tools at the VA Golf Course. Move \$1,000 from Golf Payroll Expenses roll up category, Overtime Salary object code, into the Golf Fixed Asset Expenses roll up category, Machinery and Equipment Expense object code.

The fourth transfer is to replace small tools at the Old Fort Golf Course. Move \$1,000 from Golf Payroll Expenses roll up category, Overtime Salary object code, into the Golf Fixed Asset Expenses roll up category, Machinery and Equipment Expense object code.

Operational Issues

These transfers improve operational efficiencies and provide the City with the equipment or operational support necessary for cost-effective service delivery and enhanced management of fiscal responsibilities.

Fiscal Impacts

The transfers are within the General Fund and will have no effect on fund balance.

Attachments

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 10413507
Object 511100
Acct Name Full-time Salaries
Amount \$ 6,000.00

Move funds to:

Org 10413509
Object 594000
Acct Name Fixed Assets Machinery & Equipment

Explanation: Need two (2) AEDs for Senior Center.

Department Head Signature

Date

Reviewed by Finance

Date

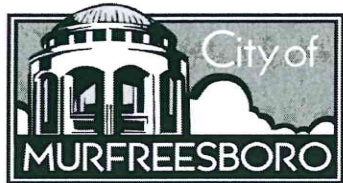
Approved ☒

Declined ☐

City Manager

Date

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



... creating a better quality of life

[Handwritten signature]
[Handwritten initials]

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>10211007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>
Amount	<u>\$ 24,586.58</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Move funds from:

Org	<u>10211007</u>
Object	<u>514100</u>
Acct Name	<u>Social Security Tax</u>
Amount	<u>\$ 1,811.42</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514100</u>
Acct Name	<u>Social Security Tax</u>

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Inter-Fund Budget Amendment Request

Move funds from:

Org	<u>10211007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital and Health Insurance</u>
Amount	<u>\$ 2,897.31</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital and Health Insurance</u>

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Move funds from:

Org	<u>10211007</u>
Object	<u>514203</u>
Acct Name	<u>Delta Dental</u>
Amount	<u>\$ 112.50</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514203</u>
Acct Name	<u>Delta Dental</u>

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Move funds from:

Org	<u>10211007</u>
Object	<u>514300</u>
Acct Name	<u>Defined Benefit Plan</u>
Amount	<u>\$ 3,189.75</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514300</u>
Acct Name	<u>Defined Benefit Plan</u>

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Inter-Fund Budget Amendment Request

Move funds from:

Org 10211007

Object 514500

Acct Name LTD & Life Insurance

Amount \$ 135.90

Move funds to:

Org 10111007

Object 514500

Acct Name LTD & Life Insurance

Explanation: To move costs associated with Ashley McDonald from Fire to the Administration Department.

Department Head Signature

Date

Amanda DeRosia

Reviewed by Finance

03/28/2019

Date

Approved



Declined



[Signature]

City Manager

4/2/2019

Date

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 10414217
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$ 6,935.00

Move funds to:

Org 10414218
Object 526600
Acct Name Repair & Maintenance Buildings

Explanation: To repair the HVAC unit at the VA golf course.

Move funds from:

Org 10414218
Object 532000
Acct Name Operating Supplies
Amount \$ 300.00

Move funds to:

Org 10414219
Object 594000
Acct Name Machinery and Equipment

Explanation: To purchase a replacement grease gun at the VA golf course.

Inter-Fund Budget Amendment Request

Move funds from:

Org _____
Object _____
Acct Name _____
Amount _____

Move funds to:

Org _____
Object _____
Acct Name _____

Explanation: _____



Department Head Signature

3/26/2019

Date

Amanda DeRosia


Reviewed by Finance

03/27/2019

Date

Approved ☒

Declined ☐



City Manager

4/2/2019

Date

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>10414217</u>
Object	<u>511300</u>
Acct Name	<u>Overtime Salary</u>
Amount	<u>\$ 1,000.00</u>

Move funds to:

Org	<u>10414219</u>
Object	<u>594000</u>
Acct Name	<u>Machinery and Equipment</u>

Explanation: To purchase small tools that need to be replaced

Move funds from:

Org	<u>10414217</u>
Object	<u>511300</u>
Acct Name	<u>Overtime Salary</u>
Amount	<u>\$ 1,000.00</u>

Move funds to:

Org	<u>10414209</u>
Object	<u>594000</u>
Acct Name	<u>Machinery and Equipment</u>

Explanation: To purchase small tools that need to be replaced and a seeder.

Inter-Fund Budget Amendment Request


Move funds from:

Org _____
Object _____
Acct Name _____
Amount _____

Move funds to:

Org _____
Object _____
Acct Name _____

Explanation: _____



Department Head Signature

4/9/19

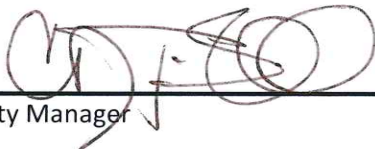
Date

Amanda DeRosia

Reviewed by Finance

04/11/2019

Date

Approved	<input checked="checked" type="checkbox"/>	 _____ City Manager	<u>4.12.19</u> _____ Date
Declined	<input type="checkbox"/>		


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

COUNCIL COMMUNICATION

Meeting Date: 4/18/2019

Item Title: Annual Audit Contract

Department: Finance

Presented by: Melissa Wright, City Recorder/Finance Director 

Requested Council Action:

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

Summary:

Consider annual audit contract and production of the CAFR report for fiscal year 2019.

Staff Recommendation:

Approve the contract proposal from Jobe, Hastings & Associates, and allow the City Recorder to sign the electronic contract as the City's representative.

Background Information:

Purpose: The annual audit report is a requirement of the State of Tennessee.

Scope of Work: The work includes all funds of the City with the exception of the Evergreen Cemetery, Murfreesboro Electric, Murfreesboro Electric Pension Fund, Murfreesboro Water Resources, Murfreesboro Stormwater Fund, and all funds of the Murfreesboro City Schools.

Selection Process: Jobe, Hastings and Associates is a local CPA firm with expertise in government auditing. Experienced audit managers will be assigned to perform and supervise the work. It is important to note that with their skilled assistance in the past, the City of Murfreesboro has received the GFOA Certificate of Excellence in reporting for the past twenty years.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The performance of an independent audit meets State requirements, provides assurance that national reporting and accounting standards are being followed, and ensures the financial information presented to the public is accurate and justified.

Fiscal Impacts:

The proposed fee is \$168,500, which is a decrease of \$4,900 from the previous year, and is budgeted within the Finance Department's budget.

Attachments:

Draft Contract

CONTRACT TO AUDIT ACCOUNTS
OF
City of Murfreesboro

FROM July 01, 2018 TO June 30, 2019

This agreement made this 8th day of April 2019, by and between Jobe, Hastings and Associates, PO Box 1175, Murfreesboro, TN 37133-1175, hereinafter referred to as the "auditor" and City of Murfreesboro, of PO Box 1139, Murfreesboro, TN 37133-1139, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2018, and ending June 30, 2019 with the exceptions listed below:

Evergreen Cemetery - 3039
- Murfreesboro Board of Education - 2845
- Murfreesboro City Schools - 5233
- Murfreesboro City Schools - Bradley Elementary School - 7150
- Murfreesboro City Schools - Internal School Funds - 2809
- Murfreesboro Electric - 2844
- Murfreesboro Electric - Pension Fund - 3449
- Murfreesboro Stormwater Fund - 11226
- Murfreesboro Water Resources - 2433

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **30** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2019, but in no case, shall be filed later than **six (6) months** following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by

September 30.) Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions) See Attachment (1)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: 168,500.00) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

Signature

Title/Position:

E-mail address

Date:

By

Signature

Title/Position:

E-mail address

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

Attachment (1) to State of Tennessee Contract to Audit Accounts

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Murfreesboro, Tennessee as of and for the year ended June 30, 2019, except as follows. This contract does not include the audit of the financial statements of the Murfreesboro City Schools, the Murfreesboro Electric Department, the Murfreesboro Water Resources Department, the Murfreesboro Stormwater Fund, the Murfreesboro Electric Department Pension Plan and the Evergreen Cemetery Commission. Those financial statements will be audited by other auditors and/or under separate contracts whose reports thereon will be furnished to us, where applicable. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Murfreesboro, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Murfreesboro, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Data
- 3) Other Post-employment Benefit Data

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Murfreesboro, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards and state awards and related notes.
- 2) Supplementary information, including combining and individual nonmajor fund financial statements and schedules, budgetary comparison schedules, and other combining and individual statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Certain information included in an introductory section.
- 2) Statistical data.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our opinion, insofar as it relates to the amounts included in the Murfreesboro City Schools, the Murfreesboro Electric Department, the Murfreesboro Electric Department Pension Plan and the Evergreen Cemetery Commission will be based upon the reports of the other auditors. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Murfreesboro, Tennessee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Murfreesboro, Tennessee's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Murfreesboro, Tennessee's major programs. The purpose of these procedures will be to express an opinion on the City of Murfreesboro, Tennessee's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Murfreesboro, Tennessee in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying

significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to State of Tennessee office of the Comptroller and the Government Finance Officers Association and the City of Murfreesboro, Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jobe, Hastings and Associates, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jobe, Hastings and Associates, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as information becomes available and to issue our reports no later than December 31, 2019. James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our invoices for our fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We appreciate the opportunity to be of service to the City of Murfreesboro, Tennessee.

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Project Management Proposal by Enfinity Engineering for Patterson Natatorium HVAC Work

Department: Parks and Recreation

Presented by: Nate Williams, 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

Project Management Proposal by Enfinity Engineering for Patterson Natatorium HVAC Work.

Staff Recommendation

Approve Enfinity Engineering's proposal to manage HVAC Work at Patterson Natatorium.

Background Information

The current HVAC / dehumidification unit at Patterson's pool has failed and is beyond repair. Enfinity Engineering has completed the design for a replacement unit that is more efficient and effective by applying current technologies to control air temperature and mitigate humidity in the natatorium at the Patterson Community Center.

With this agreement, Enfinity Engineering will write the bid specifications for the redesign, oversee bid procedures, and provide project management for the installation of the new unit.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Staff would like to provide a comfortable atmosphere for the Patterson pool patrons by replacing and updating the indoor pool's HVAC / dehumidification unit.

Fiscal Impacts

The total lump sum for services provided is \$25,000, including all travel expenses, and will be covered by CIP funds.

Attachment:

Enfinity Engineering's Proposal



March 11, 2019

Mr. Nate Williams

RE: Patterson Park Natatorium
Pool HVAC Unit Replacement and Upgrade
Project Management Proposal

Dear Nate:

Enfinity Engineering appreciates the opportunity to present this proposal for project management services for the replacement and upgrade of the pool HVAC unit to the City Of Murfreesboro. Services proposed are described below.

Scope:

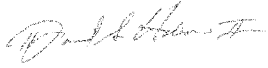
- Identifying qualified potential bidding contractors.
- Developing and distribution of the appropriate bid packages.
- Conducting a pre-bid meeting at the site.
- Accepting, reviewing, evaluating and recommending bids.
- Conducting a pre-bid meeting on site;
 - Working with the owner and contractor to establish:
 - Construction schedule
 - System downtime
 - Electrical outages
 - Contractor rules of conduct
 - Access to site and parking
 - Crane lift plans and details
- Attending regular project meetings on site
- Final Walk-through:
 - Punch list
 - Test and balance review
 - Systems operation verification
 - Building automation system point-to-point review

Project Fee

Our fee for project management is a lump sum of **\$25,000.** All travel expenses are included.

We appreciate the opportunity to provide you with this proposal. If you have any questions or need anything further, please do not hesitate to call.

Sincerely,



David S. Hobson
Director, Construction Administration

Accepted by:

Name

Date

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Smith Seckman Reid (SSR) Proposed Task Order 19-41-002.0
Water Resource Recovery Facility (WRRF) Capacity Improvements
Study

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 wishes to determine the peak hydraulic capacity of a portion of the WWRf facilities extending from the Final Clarifiers water surface elevation to the West Fork Stones River. Determining the potential impacts of decreasing the inflow to the WRRF Main Pump Station (MPS) by the re-routing of flows around the MPS via the existing Southwest Regional Pumping Station, the expanded Overall Creek Pump Station (OCSP) and the planned Northeast Regional Pumping Station are a necessary component of this study.

Staff Recommendation

Staff recommends the City Council approval of SSR Task Order 19-41-002.0.

Background Information

The Murfreesboro Water Resources Department just finalized its 20-yr strategic planning document entitled our 2018 Water Resources Integration Plan (WRIP). This document sought to capture the strategic cornerstones necessary for the Water Resources Department to prepare for Murfreesboro's and Rutherford County's growth through 2035.

From that document there were "Action Plan" sections in each chapter with items labeled as "New Initiatives". Staff believes that several of these items are critical to implement in the next several months for use as tactical guides to chart out MWRD's priority capital improvements and identify the most efficient and effective development of our water, wastewater and stormwater infrastructure needs. in policy and the resulting changes in projected sewer system growth.

As described in the WRIP narrative, the Department has experienced wet-weather challenges at the WRRF. Though MWRD has made progress in reducing wet weather I/I, the collection system continues to expand and the regionalization of pumping facilities has relieved flow from the Department's two longest interceptors. Combined,

these two positive outcomes increase the system's overall capacity to convey more flow to the WRRF. Unless significant decreases in RDII can be recognized, wet weather treatment at the WRRF will be necessary to ensure the facility continues to operate effectively under all weather conditions.

Council Priorities Served

Safe and Livable Neighborhoods

Proper planning to determine the wet-weather capacity of MWRD's WRRF safeguards our community's waterways and streams by minimizing sewer overflows as well as protects and safeguards public health.

Fiscal Impacts

The fee associated with Task Order 19-41-002.0 is \$48,305 and is anticipated to be completed within 60 calendar days. This fee is requested to come from the Department's Water and Sewer working capital reserves. Overall Creek and the WRRF Wet Weather Treatment projects are identified on the Department's 5-yr Capital Improvements Plan (CIP) in the amount of \$1,900,000 for FY19 and FY20. There are adequate reserves to fund this task order.

Attachments:

1. SSR Engineering Task Order 19-41-002.0

ENGINEERING TASK ORDER 19-41-002.0
AGREEMENT FOR ENGINEERING CONSULTING SERVICES
FOR THE
WATER RESOURCE RECOVERY FACILITY CAPACITY IMPROVEMENTS STUDIES

This Task Order, made and entered into by and between the Murfreesboro Water Resources Department (MWRD), hereinafter called the “OWNER” and Smith Seckman Reid, Inc., hereinafter called the “ENGINEER”, shall be in accordance with our Master Services Agreement and as described herein.

Purpose

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER engineering services for the development of engineering studies of potential WRRF capacity improvements.

Project Understanding

OWNER wishes to determine the peak hydraulic capacity of a portion of the WWRF facilities extending from the Final Clarifiers water surface elevation to the West Fork Stones River. Further, OWNER wishes to determine the potential impacts of decreasing the inflow to the WRRF Main Pump Station (MPS) by the re-routing of flows around the MPS via the existing Southwest Regional Pumping Station, the expanded Overall Creek Pump Station (OCSP) and the planned Northeast Regional Pumping Station.

Engineer’s Scope of Services

Task 10.0 – Project Management

ENGINEER will plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Services. ENGINEER will review project progress and communicate project status on a regular basis to the OWNER. Communication will be through email and telephone. On a monthly basis, project invoices will be prepared and submitted to OWNER

This task will include the following activities:

- Project administration includes scheduling maintenance, filing, resource allocation, quality control, and routine communications.
- Design team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the OWNER.
- Submitting monthly invoices to the OWNER.

Task 20.0 – Evaluation of Data and Studies

ENGINEER will use the static spreadsheet models to study the potential capacity improvements at the WRRF.

Task 20.1 – WRRF Hydraulic Capacity Study

ENGINEER will conduct a field verification study of the hydraulic design capacities with as-built conditions as determined by record drawing information of the WRRF to determine the peak flow capacity of the facility before submergence of weirs, overflowing basin walls, or other similar results. ENGINEER will prepare a hydraulic profile and capacity evaluation

for each unit process using information contained in as-built drawings. ENGINEER will collect USGS stream gauge data as necessary. To determine the hydraulic capacity of the WRRF, ENGINEER will conduct hydraulic calculations using as-built conditions through the facility and calibrate with actual water surface elevation data using an on-site elevation surveys during average and peak flow days, as limited by rainfall intensity during study period. ENGINEER will purchase water level instrument to aid in data collection. Prior to the elevation surveys, ENGINEER will visit the site to identify elevation measurement locations and protocol for elevation and flow data collection. ENGINEER will develop a written plan for the elevation surveys including data recording sheets, personnel needs, and identifying ENGINEER and OWNER responsibilities for data collection. The plan will be distributed to OWNER in electronic format for review and comment. With any comments received, ENGINEER will revise the plan and redistribute. During on-site elevation surveys, OWNER will provide adequate personnel to assist ENGINEER in elevation and flow data collection.

This subtask will include the following:

- ENGINEER will prepare a field data collection plan in electronic format for OWNER review and comment.
- ENGINEER, in collaboration with OWNER staff, will collect field data during two (2) separate visits to the WRRF.
- ENGINEER will prepare spreadsheet hydraulic model of the WRRF from the effluent discharge point (W. Fork Stones River) to the Final Clarifiers water surface.
- ENGINEER will evaluation hydraulic

Task 20.2 – MPS Pumping Capacity Study

ENGINEER will conduct a pumping hydraulics study of the WRRF MPS. The influent flow to the MPS has decreased due to flow pattern changes from the SWRPS and OCPS and will decrease further upon commencement of operation of the planned NERPS. The planned force main from the NERPS may connect to the existing MPS force main at the WRRF which would affect the MPS pumping hydraulics. ENGINEER will review and evaluate the OWNER-provided flow data from SWRPS, the ENGINEER-projected flow data from NERPS and impacts of connecting the NERPS force main to the existing MPS force main. Based on the evaluation, ENGINEER will recommend, if necessary, modifications to the MPS. ENGINEER anticipates potentially evaluating the following:

- Pump(s) and motor(s) replacements.
- Controls modifications.
- Wetwell modifications.

This subtask will include the following:

- ENGINEER will receive and compile SWRPS flow data.
- ENGINEER will compile projected NERPS flow data.
- ENGINEER will prepare spreadsheet hydraulic model of the MPS and evaluate future performance.
- ENGINEER will evaluate and recommend potential improvements to the MPS, if necessary.

Task 30.0 – Technical Memorandums

Based on the field work and capacity determinations, ENGINEER will prepare a technical memorandum summarizing the WRRF hydraulic capacity, bottlenecks and recommended solutions. Based on the MPS capacity determinations, ENGINEER will prepare a technical

memorandum summarizing the finding and recommended solutions. The memorandums will be distributed to the OWNER in electronic format for review and comment. ENGINEER will meet with the OWNER to address their comments and then revise the technical memorandum of recommendations as necessary.

This task will include the following:

- ENGINEER will prepare WRRF Hydraulic Capacity technical memorandum.
- ENGINEER will prepare MPS Capacity technical memorandum.
- ENGINEER will submit the TMs electronically to the OWNER for review.
- ENGINEER will receive and review OWNER comments and revise TMs as required.

Time of Completion

The engineering technical memorandum will be completed and ready for OWNER review 60 calendar days following the notice to proceed and completion of a rainfall event producing a minimum of 45 mgd influent flow to the WRRF.

Exclusions

The following services are specifically excluded from the Scope of Services:

- Project initiation meeting.
- Design, bidding and construction administration services of any recommended improvements.

Deliverables

Task 10.0 – Project Management

The following will be provided by ENGINEER under the subtask:

- Monthly invoices submitted electronically.

Task 20.0 – Evaluation of Data and Studies

The following will be provided by ENGINEER under the subtask:

- No deliverables.

Task 30 – Technical Memorandums

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of TM.

Compensation

The Compensation will be in accordance with the attached estimated Engineering Cost Breakdown and has been broken down as follows for the various services:

Milestone/Services	Estimated Hourly Price
Task 10.0	\$4,050.00
Task 20.0	\$37,935.00
Task 30.0	\$6,320.00
Total Fee	\$48,305.00 (not-to-exceed)

Milestone/Services	Estimated Hourly Price
Purchase of Level Instrument	Reimbursable at cost (estimated to be \$600)
Outside Plotting and Printing	Reimbursable at cost
Out of Town Travel	Reimbursable at cost

The ENGINEER will be compensated based upon the Standard Hourly Rates method as described in the Master Services Agreement executed in 2002 and updated in April 2017. The fee ceiling for these services will not be exceeded without written authorization of OWNER. If the OWNER requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates as described in the Master Services Agreement. These additional services will only be performed upon written authorization from OWNER. Reimbursable costs, as listed above and as described in the Master Services Agreement, shall be billed at cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the

_____ day of _____ 2019.

SMITH SECKMAN REID, INC

By: _____

Title: _____ Principal

WITNESS

By: _____

Title: _____ Senior Project Manager

CITY OF MURFREESBORO

By: _____

Title: _____

WITNESS

By: _____

Title: _____

APPROVED AS TO FORM:

City of Murfreesboro Legal Department



MURFREESBORO WATER RESOURCES DEPARTMENT
MWWRF CAPACITY IMPROVEMENTS STUDIES
1941002.0
PROJECT LABOR ESTIMATE



			Summary											
			Project Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical
			Employee Hourly Rate											Hours/ Task Costs
			\$190.00	\$175.00	\$160.00	\$155.00	\$145.00	\$125.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00
Task 10.0 - Project Planning and Management (12 weeks)														
	SubTask 10.1	Project Budget	0	3	0	0	0	0	0	0	0	0	0	0
	SubTask 10.2	Subconsultant Contracts	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 10.3	Project Scheduling	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 10.4	Project Setup (Accting, eRes, etc.)	0	3	0	0	0	0	0	0	0	0	0	3
	SubTask 10.5	Project Work Plan	1	2	0	0	0	0	1	0	0	0	0	4
	SubTask 10.6	QAQC Plan	0	1	0	0	0	0	0	0	0	0	0	1
	SubTask 10.7	Weekly Projections, eRes, etc.	0	4	0	0	0	0	0	0	0	0	0	4
	SubTask 10.8	Monthly Billing	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 10.9	Kickoff Meeting (internal) Prepare Agenda	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 10.10	Kickoff Meeting (internal) Attend Meeting	1	1	0	0	0	0	1	0	0	0	0	3
	SubTask 10.11	Kickoff Meeting (internal) Prepare Minutes	0	0	0	0	0	0	0	0	0	0	0	0
Task 10.0 Subtotal Hours			2	20	0	0	0	0	2	0	0	0	0	24
Task 10.0 Subtotal Cost			\$380	\$3,500	\$0	\$0	\$0	\$0	\$170	\$0	\$0	\$0	\$0	\$4,050
Task 20.0 - Evaluation of Data and Studies (3 weeks)														
	SubTask 20.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 20.0.2	Internal Review Meetings (2)	2	2	0	0	0	0	2	0	0	0	0	6
	SubTask 20.0.3	QC testing plan	5	4	0	0	0	0	1	0	0	0	0	10
	SubTask 20.1.1	Site visit to inspect all measurement locations (2 persons)	0	8	0	0	0	0	8	0	0	0	0	16
	SubTask 20.1.2	Develop water level measurement methods and materials	0	8	0	0	0	0	8	0	0	0	0	16
	SubTask 20.1.3	Create drawings indicating measurement locations	0	1	0	0	0	0	4	4	0	0	0	9
	SubTask 20.1.4	Develop measurement records sheet	0	2	0	0	0	0	5	0	0	0	0	7
	SubTask 20.1.5	Develop flow records sheet	0	2	0	0	0	0	5	0	0	0	0	7
	SubTask 20.1.6	Determine personnel requirements (SSR and MWRD)	0	2	0	0	0	0	2	0	0	0	0	4
	SubTask 20.1.7	Develop testing plan narrative for MWRD review	0	1	0	0	0	0	4	0	0	0	0	5
	SubTask 20.1.8	Internal Review Meeting for Testing Plan	1	2	0	0	0	0	2	0	0	0	0	5
	SubTask 20.1.9	Site Visit to coordinate flow recording method with MWRD	0	6	0	0	0	0	6	0	0	0	0	12
	SubTask 20.1.10	Owner Review Meeting to Confirm Testing Plan	0	6	0	0	0	0	6	0	0	0	0	12
	SubTask 20.1.11	Owner Review Meeting - Prepare Minutes	0	0	0	0	0	0	2	0	0	0	0	2
	SubTask 20.1.13	Field Testing at Average Flow Condition	1	8	0	0	0	0	8	0	0	0	0	17
	SubTask 20.1.14	Field Testing at High Flow Condition	1	6	0	0	0	0	6	0	0	0	0	13
	SubTask 20.1.15	Review record drawings and revise model as necessary	0	4	0	0	0	0	10	0	0	0	0	14
	SubTask 20.1.16	Collect and compile USGS stream gauge data	0	1	0	0	0	0	6	0	0	0	0	7
	SubTask 20.1.17	Input field data into model	0	1	0	0	0	0	5	0	0	0	0	6
	SubTask 20.1.18	Calibrate/revise model with data sets	0	4	0	0	0	0	15	0	0	0	0	19
	SubTask 20.1.19	QC model	1	3	0	0	0	0	1	0	0	0	0	5
	SubTask 20.1.20	Revise MWRRF Hydraulic Profile	0	0	0	0	0	0	2	3	0	0	0	5

			Summary													
			Project Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer II	Engineer II	Engineer Intern	Sr. Designer II	Sr. Designer II	Sr. Designer II	Designer II	Admin/ Clerical	Hours/ Task Costs	
Employee Hourly Rate	\$190.00	\$175.00	\$160.00	\$155.00	\$145.00	\$125.00	\$85.00	\$130.00	\$130.00	\$130.00	\$100.00	\$70.00	\$132.92			
	SubTask 20.2.10	Additional Site Visit if Necessary	0	4	0	0	0	0	4	0	0	0	0	0	0	8
	SubTask 20.2.11	Owner Data and Model Calibration Meeting, if necessary	0	4	0	0	0	0	4	0	0	0	0	0	0	8
	SubTask 20.2.12	Owner Meeting - Prepare Minutes	0	1	0	0	0	0	2	0	0	0	0	0	0	3
	SubTask 20.2.13	Receive and Compile SWRPS Flow Data	0	3	0	0	0	0	6	0	0	0	0	0	0	9
	SubTask 20.2.14	Compile Projected NERPS Flow Data	0	4	0	0	0	0	8	0	0	0	0	0	0	12
	SubTask 20.2.15	Prepare Spreadsheet Hydraulic Model of MPS	0	5	0	0	0	0	10	0	0	0	0	0	0	15
	SubTask 20.2.16	Evaluate Future Performance of MPS	1	5	0	0	0	0	10	0	0	0	0	0	0	16
	SubTask 20.2.17	Evaluate Potential Improvements to MPS	5	15	0	0	0	0	15	0	0	0	0	0	0	35
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Task 20.0 Subtotal Hours			17	112	0	0	0	0	167	7	0	0	0	0	0
Task 20.0 Subtotal Cost			\$3,230	\$19,600	\$0	\$0	\$0	\$0	\$14,195	\$910	\$0	\$0	\$0	\$0	\$0	\$37,935
Task 30.0 - Technical Memorandums																
	SubTask 30.0.1	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.0.2	Internal Review Meetings (1)	1	1	0	0	0	0	1	0	0	0	0	0	0	3
	SubTask 30.0.3	QC	2	2	0	0	0	0	1	0	0	0	0	0	0	5
	SubTask 30.1.1	Prepare and Submit TMs	1	10	0	0	0	0	15	0	0	0	0	2	0	28
	SubTask 30.1.2	Review TMs with Owner	0	4	0	0	0	0	4	0	0	0	0	0	0	8
	SubTask 30.1.3	Revise TMs and Submit Final Version	0	2	0	0	0	0	2	0	0	0	0	2	0	6
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 30.0 Subtotal Hours			4	19	0	0	0	0	23	0	0	0	0	4	0	50
Task 30.0 Subtotal Cost			\$760	\$3,325	\$0	\$0	\$0	\$0	\$1,955	\$0	\$0	\$0	\$0	\$280	0	\$6,320
LABOR HOURS			23	151	0	0	0	0	192	7	0	0	0	4	0	377
REVENUE			\$4,370	\$26,425	\$0	\$0	\$0	\$0	\$16,320	\$910	\$0	\$0	\$0	\$280	0	\$48,305

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Smith Seckman Reid (SSR) Proposed Task Order 19-41-003.0
Stormwater Modeling of Subwatersheds

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 wishes to determine effective Stormwater Control Measures (SCM's) for three (3) sensitive subwatersheds with areas of large imperviousness. This project will utilize InfoSWMM to model the subwatersheds, rainfall events, and potential Stormwater Control Measures. SSR's modeling and analysis are to be done in conjunction with an existing MWRD staff employee so that all modeling scenarios are integrated into the Department's ArcGIS Geographic Information System (GIS).

Staff Recommendation

Staff recommends the City Council approval of SSR Task Order 19-41-003.0.

Background Information

The Murfreesboro Water Resources Department just finalized its 20-yr strategic planning document entitled our 2018 Water Resources Integration Plan (WRIP). This document sought to capture the strategic cornerstones necessary for the Water Resources Department to prepare for Murfreesboro's and Rutherford County's growth through 2035.

From that document there were "Action Plan" sections in each chapter with items labeled as "New Initiatives". Staff believes that several of these items are critical to implement in the next several months for use as tactical guides to chart out MWRD's priority capital improvements and identify the most efficient and effective development of our water, wastewater and stormwater infrastructure needs.

As described in the WRIP narrative, GIS plays a crucial role in managing stormwater. A GIS-based stormwater model of the City's watersheds not only would help monitor and manage existing stormwater practices but also would allow analysis of vulnerable areas, optimization of existing facilities, and identification of potential locations for stormwater control measures (SCMs). Watershed models like InfoSWMM Sustain performs very sophisticated hydrologic and water quality modeling in watersheds and urban streams and would enable MWRD to develop, evaluate, and select optimal combination of

stormwater control measures, Low Impact Development (LID) and Sustainable Urban Drainage Systems (SUDS) at various watershed scales on the basis of cost and effectiveness. It can be effectively used to evaluate complex decisions about green infrastructure selection and placement, performance, and costs for meeting flow or water quality targets or both. It would enable MWRD to maximize water quality benefits and minimize stormwater management costs.

Council Priorities Served

Safe and Livable Neighborhoods

Proper modeling of stormwater subwatersheds enhances and safeguards our community's waterways and ecosystems, by optimizing treatment of stormwater runoff through permanent stormwater controls.

Engaging Our Community

Developing prototypical treatment systems for new development and repairing and enhancing riparian zones along streams and waterways also engages our community and educates them on the value of treating stormwater runoff.

Fiscal Impacts

The fee associated with Task Order 19-41-003.0 is \$50,000 and is anticipated to be completed within 90 calendar days. This fee is requested to come from the Department's Stormwater working capital reserves. There are adequate reserves to fund this task order.

Attachments:

1. SSR Engineering Task Order 19-41-003.0

**ENGINEERING TASK ORDER 19-41003.0
AGREEMENT FOR ENGINEERING CONSULTING SERVICES
FOR THE
STORMWATER MODELING OF SUBWATERSHEDS**

This Task Order, made and entered into by and between the Murfreesboro Water Resources Department (MWRD), hereinafter called the "OWNER" and Smith Seckman Reid, Inc., hereinafter called the "ENGINEER", shall be in accordance with our Master Services Agreement and as described herein.

Purpose

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER engineering services for stormwater modeling of sensitive subwatersheds within the Urban Growth Boundary.

Project Understanding

OWNER wishes to determine effective Stormwater Control Measures (SCM's) for three (3) sensitive subwatersheds with areas of large imperviousness. This project will utilize InfoSWMM to model the subwatersheds, rainfall events, and potential Stormwater Control Measures. The modeling and analysis is to be done in conjunction with an OWNER employee.

Engineer's Scope of Services

Task 10.0 – Evaluation of Data and Studies

ENGINEER will input data from studies provided by OWNER into the InfoSWMM model. These studies consist of and are not limited to land usage, impervious surface, and stormwater quality/quantity studies. ENGINEER AND OWNER will review studies to verify the information is up to date.

Task 20.0 – Stormwater Management Model (SWMM)

ENGINEER will use verified data and studies to create InfoSWMM models of the three (3) sensitive subwatersheds. The subwatersheds will be modeled both in its existing condition and also with SCM's implemented.

This task will include the following:

- ENGINEER will build an InfoSWMM model for each subwatersheds.
- ENGINEER will submit the InfoSWMM model to the OWNER for review.
- ENGINEER will receive and review OWNER comments and revise InfoSWMM models as required.

Task 30.0 – Technical Memorandums

Based on the results of the InfoSWMM models, ENGINEER will prepare Technical Memorandums summarizing the results of the InfoSWMM model, specifically the pollution reduction rates of the proposed stormwater control measures.

This task will include the following:

- ENGINEER will prepare technical memorandums for modeled subwatersheds.

- ENGINEER will submit the TMs electronically to the OWNER for review.
- ENGINEER will receive and review OWNER comments and revise TMs as required.

Time of Completion

The technical memorandum associated with each subwatershed will be completed and ready for OWNER review 90 calendar days following the verification of the subwatershed's data and studies.

Deliverables

Task 10.0 – Evaluation of Data and Studies

The following will be provided by ENGINEER under the subtask:

- No deliverables.

Task 20.0 – Stormwater Management Model (SWMM)

The following will be provided by ENGINEER under the subtask:

- One (1) InfoSWMM model for each subwatershed.

Task 30 – Technical Memorandums

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of TM for each subwatershed modeled.

Compensation

The Compensation will be in accordance with the attached estimated Engineering Cost Breakdown and has been broken down as follows for the various services:

Milestone/Services	Estimated Hourly Price
Task 10.0	\$1,000.00
Task 20.0	\$44,000.00
Task 30.0	\$5,000.00
Total Fee	\$50,000.00 (not-to-exceed)
Outside Plotting and Printing	Reimbursable at cost
Out of Town Travel	Reimbursable at cost

The ENGINEER will be compensated based upon the Standard Hourly Rates method as described in the Master Services Agreement executed in 2002 and updated in April 2017. The fee ceiling for these services will not be exceeded without written authorization of OWNER. If the OWNER requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates as described in the Master Services Agreement. These additional services will only be performed upon written authorization from OWNER. Reimbursable costs, as listed above and as described in the Master Services Agreement, shall be billed at cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the _____ day of _____ 2019.

SMITH SECKMAN REID, INC

By:  _____

Title: Principal

WITNESS

By:  _____

Title: Senior Project Manager

CITY OF MURFREESBORO

By: _____

Title: _____

WITNESS

By: _____

Title: _____

APPROVED AS TO FORM:

City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Smith Seckman Reid (SSR) Proposed Task Order 19-41-004.0
Capacity Study of the Overall Creek Pump Station

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

The capacity study of Overall Creek pump station (OSPS) will include a population and flow study of the Overall Creek drainage basin to include relevant flow monitoring basins (MF13, MF13A, and MF13B). The study will be used to determine if a need exists to upgrade the OCPS and the associated force mains, based on a 20-yr projection.

Staff Recommendation

Staff recommends the City Council approval of SSR Task Order 19-41-004.0.

Background Information

The Murfreesboro Water Resources Department just finalized its 20-yr strategic planning document entitled our 2018 Water Resources Integration Plan (WRIP). This document sought to capture the strategic cornerstones necessary for the Water Resources Department to prepare for Murfreesboro's and Rutherford County's growth through 2035.

From that document there were "Action Plan" sections in each chapter with items labeled as "New Initiatives". Staff believes that several of these items are critical to implement in the next several months for use as tactical guides to chart out MWRD's priority capital improvements and identify the most efficient and effective development of our water, wastewater and stormwater infrastructure needs.

As described in the WRIP narrative, the Department has experienced some challenges with surging conditions at the headworks facility of the WRRF. Prior to the Southwest Regional Pump Station coming online, a vast majority of the raw wastewater flow entered the plant through a single pump station (i.e. Main Pump Station). The Southwest Regional Pump Station has reduced the amount of flow entering the Main Lift Station, creating opportunities for the Main Pump Station to cut on and off. The intermittent operation of the Main Lift Station pumps have created flow surges at the headworks facility. The Overall Creek Pump Station also discharges directly to the headworks facility, and with the constant speed drives and continuous on and off

operation throughout the day, the station can create flow surges at the headworks. MWRD is currently planning to replace the constant speed drives with VFDs to better match the station sewage inflow and help reduce these flow surges. With the planned design and construction of the Northeast Regional Pump Station, additional flow will be relieved from the Main Lift Station, creating an even greater opportunity for intermittent operation of the pumps there. This could potentially amplify the surge conditions seen at the headworks.

Council Priorities Served

Safe and Livable Neighborhoods

Proper planning to determine the capacity of MWRD's Overall Creek Pump Station, disallows too many sewer connections that may inundate the station, and as such, safeguards our community's waterways and streams by minimizing sewer overflows as well as protects and safeguards public health.

Fiscal Impacts

The fee associated with Task Order 19-41-004.0 is \$35,908 and is anticipated to be completed within 45 calendar days. This fee is requested to come from the Department's Water and Sewer working capital reserves. Overall Creek and the WRRF Wet Weather Treatment projects are identified on the Department's 5-yr Capital Improvements Plan (CIP) in the amount of \$1,900,000 for FY19 and FY20. There are adequate reserves to fund this task order.

Attachments:

1. SSR Engineering Task Order 19-41-004.0

ENGINEERING TASK ORDER 19-41-004.0
AGREEMENT FOR ENGINEERING CONSULTING SERVICES
FOR THE
CAPACITY STUDY OF THE EXISTING OVERALL CREEK PUMP STATION

This Task Order, made and entered into by and between the Murfreesboro Water Resources Department (MWRD), hereinafter called the “OWNER” and Smith Seckman Reid, Inc., hereinafter called the “ENGINEER”, shall be in accordance with our Master Services Agreement and as described herein.

Purpose

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER study and report phase engineering services for the development of a study of the Overall Creek drainage basin to determine if a need exists to upgrade the existing Overall Creek Pump Station (OCPS) and Overall Creek Force Mains (OCFMs) based on a 20-year study period (planning year of 2040).

Project Understanding

Project will include a population and flow study of the Overall Creek drainage basin to include flow monitoring basins MF13, MF13A, and MF13B. The project will include preparation of a technical memorandum (TM) summarizing the study findings and identifying system deficiencies, if any. The flow calculations will exclude areas served by Consolidated Utility District (CUD).

Owner-Provided Information

OWNER will provide existing, pertinent information for the development of the Plan. The information will include, but is not limited to the following:

- Collection system flow measurement data and pump station pumping records.
- Active and planned STEP system service areas with GIS data if available.
- CUD STEP system GIS data.
- Soils data indicating suitability for STEP system drip irrigation.
- Previous studies and reports related to drainage basin.
- Wastewater collection system design criteria.
- Construction project record drawings.
- Records of any modifications made that are not part of existing project record drawings.
- Records of known complaints and/or problems.
- Planning data from the 2035 Comprehensive Plan, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- GIS data from the 2035 Comprehensive Plan, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- Sewer system GIS data including pipes, manholes, lift stations, etc.

- Sanitary sewer service area GIS data.
- Sanitary sewer master plans and sub-basin master plans.
- Sanitary sewer master plan and sub-basin master plan GIS data where available.
- Sanitary sewer system flow monitoring data and reports.
- Parcel data with attributes relatable to sewer services.
- Zoning information.

It is understood that ENGINEER will utilize data from the 2035 Comprehensive Plan wherever possible for the development of the study.

ENGINEER'S SCOPE OF SERVICES

This task order covers the engineering study and report basic services necessary to complete each of the following:

Task 00.0 – Project Management

ENGINEER will plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Services. ENGINEER will review project progress and communicate project status on a regular basis to the OWNER. Communication will be through email and telephone, as well as at project coordination meetings with the OWNER. On a monthly basis, project invoices will be prepared and delivered to the OWNER.

This subtask will include the following activities:

- Project administration includes scheduling maintenance, filing, resource allocation, quality control, and routine communications.
- Design team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the OWNER.
- Submitting monthly invoices to the OWNER.

Task 10.0. Data Collection and General Information

OWNER will provide and ENGINEER will analyze any and all data relevant to the flow of wastewater in the Overall Creek drainage basin collection system and the OCPS. The OWNER will furnish the ENGINEER with existing record drawings, GIS data, sewer master plans, electronic files, flow monitoring data, lift station pump curves, pump run times and other applicable rainfall or flow data, and other information regarding the sanitary sewer system as well as past reports applicable to the project. A minimum of four years of collection system flow data and pumping data from the WRRF will be provided by the OWNER.

This task will include the following activities:

- ENGINEER will create a register of data required from OWNER, including priority and the responsible parties.
- ENGINEER will create file transfer protocol (FTP) site allowing OWNER to transmit data to ENGINEER.

- ENGINEER will receive data from OWNER and OWNER's consultants.

Task 20.0 – Evaluation of Data and Facilities

ENGINEER will use the static spreadsheet models for pumping and pressurized conveyance, the planning and design criteria, and the baseline wastewater conditions to determine the OCPS capacity needs and optimum performance. The pumping station and force main will be evaluated with a specific emphasis on 1) current reliable capacity, 2) physical equipment modifications available for increased capacity, and 3) potential for optimization. Non-pumping areas will not be evaluated. Evaluations will be completed in the following areas:

- Pumping station.
- Discharge flow metering.
- Force mains.

This subtask will include the following activities:

- Review existing record drawings provided by OWNER.
- Review existing reports and other information provided by OWNER.
- Visit existing facilities as required.
- Review flow records provided by OWNER to determine history of flows regarding volume and flow patterns.
- Prepare system head-capacity calculations to determine the capacity of the OCPS. These calculations will be static in nature and include traditional spreadsheet design calculation procedures.
- Calibrate system head-capacity model based on OCPS data provided by OWNER.

Task 30.0. Land Use, Population, and Flow Projections

ENGINEER will use the 2035 Comprehensive Plan data as the basis of land use and population growth in the OWNER's existing Urban Growth Boundary (UGB).

Subtask 30.1 – Land Use Data

The OWNER will provide GIS data/shapefiles of the existing and future wastewater service areas, existing and future land use data for the ENGINEER to use as a basis for developing the wastewater utility planning flows and loads.

This subtask will include the following:

- Review land use data provided by OWNER.
- Create land use maps as required.

Subtask 30.2 – Population Data and Projections

ENGINEER will use the 2035 Comprehensive Plan population projections as the basis for future flows and loads. ENGINEER, will also use the 2035 Comprehensive Plan data, including OWNER-provided updates as necessary, for population projections within individual sanitary sewer districts and grouped into flow monitored drainage basins inside within the Overall Creek drainage basin and within the UGB. ENGINEER will conduct an analysis of the drainage basins for potential decentralized treatment sites and establish

projections for the total treatment capacity potential of those sites. OWNER-provided GIS data for suitable soils will be used to assist in decentralized service area determination. ENGINEER will collaborate with OWNER to produce a decision matrix using soils data, land size to support decentralized system, proximity to existing or future gravity sewers, and available sewer capacity to identify areas of projected decentralized sewer service. ENGINEER and OWNER will then work jointly to project the future decentralized treatment capacity using the decision matrix. These future flows and resulting loads will be used for conveyance and treatment alternative evaluations and recommended solutions.

Future flows will be input into the model from information developed in previous subtasks. The modeled future flows will be based on land use, zoning, area, and projected population density from the 2025 Comprehensive Plan, unit per-capita wastewater contribution, and tributary area for each node (manhole) in the model that is projected to receive flow. These future wastewater flows will be combined with the existing design flows to determine if the existing OCPS pumping capacity is inadequate to transport the peak hourly flow demand under future build-out conditions.

This subtask will include the following:

- Project future growth and predict future wastewater flows.
- Forecast capacities for the overall creek drainage basin pumping requirements.

Task 40.0 – Prepare and Submit Technical Memorandum

This task consists of preparation of a TM for submittal to the OWNER for review and approval. The document will summarize the findings of the study identifying system deficiencies if any. Recommendation for pumping capacity expansion, if any, will not be included in this Task Order.

This task will include the following:

- ENGINEER will prepare a first draft of the TM.
- ENGINEER will submit first draft version electronically to OWNER.
- ENGINEER will conduct a workshop to review comments with OWNER and revise first draft as appropriate.
- ENGINEER will submit final version electronically and six (6) hard copies to OWNER.

Time of Completion

Milestone	Calendar Days	Commencement Point
Task 00.0 – Project Management	45	Notice to Proceed
Task 10.0 – Data Collection and General Information	10	Notice to Proceed
Task 20.0 – Evaluation of Data and Facilities	15	Task 10.0
Task 30.0 – Land Use, Population, and Flow Projections	15	Task 20.0
Task 40.0 – Prepare and Submit TM	10	Task 30.0

This entire contract is expected to be complete within 45 days of the project kick-off meeting. If the contract extends beyond this period of time, the compensation may have to be adjusted commensurately.

Deliverables

Task 00.0 – Project Management and Initiation

The following will be provided by ENGINEER under the subtask:

- Monthly invoices submitted electronically.

Task 10.0 – Data Collection and General Information

The following will be provided by ENGINEER under the subtask:

- Register of data required from OWNER.

Task 20 – Evaluation of Data and Facilities

The following will be provided by ENGINEER under this subtask:

- None.

Task 30 – Land Use, Population, and Flow Projections

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of any exhibits to be used in the TM.
- Summary table of projected population and flows by sanitary sewer district and grouped into flow monitored basins.

Task 40.0 – Prepare and Submit Technical Memorandum

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of the complete first draft of the TM.
- One (1) electronic copy of the complete final draft of the Plan.
- Six (6) hard copies of the complete final draft of the TM.

Exclusions

The following services are specifically excluded from the Scope of Services:

- Project initiation meeting.
- Surveying to confirm GIS data of collection system facilities.
- Sanitary sewage flow monitoring.
- Physical condition assessment of sewage collection system facilities.
- Physical condition assessment of pumping facilities.

- Spreadsheet or software hydraulic modeling of sewage collection system.
- Evaluation and recommendations of pumping capacity improvement alternatives.
- Bidding phase services.
- Design phase services.
- Construction and post construction phase services.

Compensation

The Compensation will be in accordance with the attached estimated Engineering Cost Breakdown and has been broken down as follows for the various services:

Milestone/Services	Estimated Hourly Price
Task 10.0 – Project Management	\$4,940.00
Task 10.0 – Data Collection and General Information	\$1,963.00
Task 20.0 – Evaluation of Data and Facilities	\$10,215.00
Task 30.0 – Land Use, Population, and Flow Projections	\$12,705.00
Task 50.0 – Prepare and Submit TM	\$6,085.00
Total Fee	\$35,908.00 (not-to-exceed)
Outside Plotting and Printing:	Reimbursable at cost
Out of Town Travel:	Reimbursable at cost

The ENGINEER will be compensated based upon the Standard Hourly Rates method as described in the Master Services Agreement executed in 2002 and updated in April 2017. The fee ceiling for these services will not be exceeded without written authorization of OWNER. If the OWNER requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates as described in the Master Services Agreement. These additional services will only be performed upon written authorization from OWNER. Reimbursable costs, as listed above and as described in the Master Services Agreement, shall be billed at cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the

_____ day of _____ 2019.

SMITH SECKMAN REID, INC.

By: _____

Title: _____ Principal

WITNESS

By: _____

Title: _____ Senior Project Manager

CITY OF MURFREESBORO

By: _____

Title: _____

WITNESS

By: _____

Title: _____

APPROVED AS TO FORM:

City of Murfreesboro Legal Department



MURFREESBORO WATER RESOURCES DEPARTMENT
OVERALL CREEK PUMP STATION CAPACITY STUDY
1941004.0



PROJECT LABOR ESTIMATE

Employee Hourly Rate			Summary											
			PRINCIPAL	PM II	PM I	SR ENG II	SR ENG I	ENG II	ENG I	ENG INTERN	ENG INTERN	SR DES II	SR DES II	CLERICAL
			MLB/IAN	BDF/NA	PMF/NA	JAG/JBH	LW/NA	NA/NA	NA/NA	KM/NA	MVD/NA	BRN/NA	CDJ/VW	DCH/DCH
			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$85.00	\$130.00	\$100.00	\$70.00
00 - Proj Mgmt/Initiation														
	SubTask 0.1	Project Budget	1	4	0	0	0	0	0	0	0	0	0	5
	SubTask 0.2	Subconsultant Contracts	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 0.3	Project Scheduling	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 0.4	Project Setup (Accting, eRes, etc.)	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 0.5	Project Work Plan	1	2	0	0	0	0	0	0	0	0	0	3
	SubTask 0.6	QAQC Plan	1	1	0	0	0	0	0	0	0	0	0	2
	SubTask 0.7	Weekly Projections, eRes, etc.	0	7	0	0	0	0	0	0	0	0	0	7
	SubTask 0.8	Monthly Billing	0	4	0	0	0	0	0	0	0	0	0	4
	SubTask 0.9	Kickoff Meeting (internal) Prepare Agenda	0	1	0	0	0	0	0	0	1	0	0	2
	SubTask 0.10	Kickoff Meeting (internal) Attend Meeting	0	1	0	0	0	0	0	0	1	0	0	2
	SubTask 0.11	Kickoff Meeting (internal) Prepare Minutes	0	0	0	0	0	0	0	0	0	0	0	0
00 - Proj Mgmt/Initiation Subtotal Hours			3	24	0	0	0	0	0	0	2	0	0	29
00 - Proj Mgmt/Initiation Subtotal Cost			\$570	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$170	\$0	\$0	\$4,940
10 - Data Collection and General Info.														
	SubTask 10.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1	Internal Review Meetings (2)	1	3	0	0	0	0	0	0	3	0	0	7
	SubTask 10.2	Create Data Collection Register	0	1	0	0	0	0	0	0	1	0	0	2
	SubTask 10.3	Create FTP Site	0	0	0	0	0	0	0	0	1	0	0	1
	SubTask 10.4	Receive and Collect Owner-Provided Data	0	2	0	0	0	0	0	0	4	0	0	6
10 - Data Collection and General Info. Subtotal Hours			1	6	0	0	0	0	0	0	9	0	0	16
10 - Data Collection and General Info. Subtotal Cost			\$190	\$1,050	\$0	\$0	\$0	\$0	\$0	\$0	\$723	\$0	\$0	\$1,963
20 - Evaluation of Data and Facilities														
	SubTask 20.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 20.1	Internal Review Meetings (2)	0	2	0	0	0	0	0	0	2	0	0	4
	SubTask 20.2	QC	1	5	0	0	0	0	0	0	1	0	0	7
	SubTask 20.3	Compile and Review Record Drawings	0	1	0	0	0	0	0	0	4	0	0	5
	SubTask 20.4	Review Existing Reports	0	1	0	0	0	0	0	0	4	0	0	5
	SubTask 20.5	Visit Existing Facilities, if Required	0	4	0	0	0	0	0	0	4	0	0	8
	SubTask 20.6	Compile and Review Sewage Flow Data	0	5	0	0	0	0	0	0	20	0	0	25
	SubTask 20.7	Prepare System H-Q Calculations	0	10	0	0	0	0	0	0	10	0	0	20
	SubTask 20.8	Evaluate Optimization Potential	0	5	0	0	0	0	0	0	5	0	0	10
20 - Evaluation of Data and Facilities Subtotal Hours			1	33	0	0	0	0	0	0	50	0	0	84
20 - Evaluation of Data and Facilities Subtotal Cost			\$190	\$5,775	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250	\$0	\$0	\$10,215
30 - Land Use, Pop. and Flow Projections														
	SubTask 30.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0

			Summary											
			PRINCIPAL	PM II	PM I	SR ENG II	SR ENG I	ENG II	ENG I	ENG INTERN	ENG INTERN	SR DES II	SR DES II	CLERICAL
Employee			MLB/IAN	BDF/NA	PMF/NA	JAG/JBH	LW/NA	NA/NA	NA/NA	KM/NA	MVD/NA	BRN/NA	CDJ/VW	DCH/DCH
Hourly Rate			\$190.00	\$175.00	\$160.00	\$155.00	\$125.00	\$145.00	\$85.00	\$130.00	\$85.00	\$130.00	\$100.00	\$70.00
	SubTask 30.1	Internal Review Meetings (1)	0	1	0	0	0	0	0	0	1	0	0	0
	SubTask 30.2	QC	2	3	0	0	0	0	0	0	1	0	0	0
	SubTask 30.3	Collect and Review Owner Land Use Data and Maps	0	1	0	0	0	0	0	0	2	2	0	0
	SubTask 30.4	Create Land Use Maps	0	0	0	0	0	0	0	0	4	10	0	0
	SubTask 30.5	Collect and Review Owner Population Data and Maps	0	0	0	0	0	0	0	0	4	2	0	0
	SubTask 30.6	Collect and Review Owner Soils Data and Maps	0	0	0	0	0	0	0	0	4	2	0	0
	SubTask 30.7	Group Sanitary Sewer District into Flow Basins	1	2	0	0	0	0	0	0	15	0	0	0
	SubTask 30.8	Create Decentralized Sewer Decision Matrix	0	1	0	0	0	0	0	0	2	0	0	0
	SubTask 30.9	Estimate Decentralized Sewer Projections	0	5	0	0	0	0	0	0	10	0	0	0
	SubTask 30.10	Meeting to Discuss Decentralized Sewer Service	4	4	0	0	0	0	0	0	4	0	0	0
	SubTask 30.11	Input Future Flows into Model	0	4	0	0	0	0	0	0	10	0	0	0
	SubTask 30.12	Identify System Deficiencies	0	2	0	0	0	0	0	0	5	0	0	0
30 - Land Use, Pop. and Flow Projections Subtotal Hours			7	23	0	0	0	0	0	0	62	16	0	0
30 - Land Use, Pop. and Flow Projections Subtotal Cost			\$1,330	\$4,025	\$0	\$0	\$0	\$0	\$0	\$0	\$5,270	\$2,080	\$0	\$0
40 - Tech Memo Preparation														
	SubTask 40.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 40.1	Internal Review Meetings (1)	1	1	0	0	0	0	0	0	1	0	0	0
	SubTask 40.2	QC	1	4	0	0	0	0	0	0	1	0	0	0
	SubTask 40.3	Prepare First Draft	0	2	0	0	0	0	0	0	8	0	0	1
	SubTask 40.4	Submit First Draft	0	1	0	0	0	0	0	0	1	0	0	1
	SubTask 40.5	Owner Workshop to Review First Draft	4	4	0	0	0	0	0	0	4	0	0	0
	SubTask 40.6	Prepare Final Draft	0	2	0	0	0	0	0	0	8	0	0	1
	SubTask 40.7	Submit Final Draft	0	1	0	0	0	0	0	0	1	0	0	1
40 - Tech Memo Preparation Subtotal Hours			6	15	0	0	0	0	0	0	24	0	0	4
40 - Tech Memo Preparation Subtotal Cost			\$1,140	\$2,625	\$0	\$0	\$0	\$0	\$0	\$0	\$2,040	\$0	\$0	\$280
LABOR HOURS			18	101	0	0	0	0	0	0	147	16	0	4
REVENUE			\$3,420	\$17,675	\$0	\$0	\$0	\$0	\$0	\$0	\$12,453	\$2,080	\$0	\$280

COUNCIL COMMUNICATION

Meeting Date: 4/18/2019

Item Title: Amended Budget Amendment Ordinance 19-O-05
[Second Reading]

Department: Finance

Presented by: Melissa Wright 

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 2018-2019 Budget by Ordinance 19-O-05 to incorporate expenditure requirements or decisions made during the 2018-2019 fiscal year.

Staff Recommendation

It is recommended that Council amend the Exhibit A to Ordinance 19-O-05, and then approve on second reading the ordinance as amended.

Background Information

General Fund - Police

The Department of Justice delayed awarding the 2017 JAG grant to the Police Department. Only a portion of the grant expense and revenues were budgeted for the 2018-2019 fiscal year due to the uncertainty of the award timing. The grant has now been awarded and funds committed in accordance with the grant application and award.

Airport Fund

The increase in air traffic at the Airport has meant that fuel sales have been higher than budgeted. The increase in aviation fuel sales revenues will be offset by the associated fuel expenditures.

Capital Improvement Fund

The City received approximately \$5.3 million of shared bond funds from Rutherford County in the fall of 2018 for use by the City school system. The funds will be used towards the construction, furnishings, and equipment of Salem Elementary.

At the April 4, 2019, meeting Council passed this Ordinance on First Reading.

Fiscal Impacts

General Fund - Police

The net effect of this amendment will have no impact on the Use of Fund Balance for the General Fund.

Airport Fund

The net effect of this amendment will decrease the Use of Fund Balance (cash) by \$54,500 for the Airport Fund.

Capital Improvement Fund

The net effect of this amendment will have no impact on the Use of Fund Balance for the Capital Improvement Fund.

Attachments:

1. Ordinance 19-O-05 and amended Exhibit A

ORDINANCE 19-O-05 amending the 2018-2019 Budget (3rd Amendment).

WHEREAS, the City Council adopted the 2018-2019 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 18-O-33, on June 21, 2018, to implement the 2018-2019 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2018-2019 Budget by this Ordinance to incorporate expenditure decisions made during the 2018-2019 fiscal year.

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

SECTION 1. The 2018-2019 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2018-2019 at the earliest practicable time, the welfare of the City requiring it.

Passed:	_____	Shane McFarland, Mayor
1 st reading	_____	
2 nd reading	_____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright City Recorder	Adam F. Tucker City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>	<u>Revenues</u>			
Police	Federal Grants	\$ 16,733.00	\$ 43,079.00	\$ 26,346.00
				\$ -
				<u>\$ 26,346.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
Police	JAG Grant Expense	\$ 16,733.00	\$ 43,079.00	\$ 26,346.00
				\$ -
				<u>\$ 26,346.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (7,273,445.00)	\$ (7,273,445.00)	-
<u>Airport Fund</u>				
<u>Revenues</u>	<u>Revenues</u>			
	Aviation Gasoline	\$ 1,020,000.00	\$ 1,340,000.00	\$ 320,000.00
				<u>\$ 320,000.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
	Supplies for Resale	\$ 850,000.00	\$ 1,100,000.00	\$ 250,000.00
	Sales Tax	\$ 23,000.00	\$ 23,700.00	\$ 700.00
	Bank Service Charges	\$ 11,000.00	\$ 11,800.00	\$ 800.00
	Fuel Rebates	\$ 45,000.00	\$ 59,000.00	\$ 14,000.00
				<u>\$ 265,500.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 1,023,337.00	\$ 1,077,837.00	54,500.00
<u>Capital Improvement Fund</u>				
<u>Revenues</u>	<u>Revenues</u>			
	County Shared Bonds	\$ -	\$ 5,299,788.00	\$ 5,299,788.00
				<u>\$ 5,299,788.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
	Capital Outlay - Schools	\$ 200,000.00	\$ 5,499,788.00	\$ 5,299,788.00
				<u>\$ 5,299,788.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (207,500.00)	\$ (207,500.00)	-

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Zoning for approximately 19.94 acres located along Veterans Parkway
(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 of approximately 19.94 acres located along Veterans Parkway.

Staff Recommendation

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

The Planning Commission unanimously recommended approval of the zoning request by a vote of 6-0.

Background Information

Greenland Partners, LLC presented to the City a zoning application [2018-440] for approximately 19.94 acres located along Veterans Parkway to be zoned PUD (The Cottages at Snell Cove PUD) simultaneous with annexation. During its regular meeting on January 9, 2019, 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.

Council conducted a public hearing on this matter on March 21, 2019. On April 4, 2019, Council approved this matter on First Reading.

Attachments:

1. Resolution 19-OZ-03

ORDINANCE 19-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 19.94 acres along Veterans Parkway as Planned Type Development (PUD) District (The Cottages at Snell Cove PUD) simultaneous with annexation; Greenland Partners, LLC, applicant [2018-440].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-03

Area
Zoned PUD
Simultaneous
with Annexation

RS-10

VETERANS PKWY

City Limits



COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Amending the Weston Village PUD
(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

Amend the PUD zoning for approximately 6.9 acres located along New Salem Highway.

Staff Recommendation

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

The Planning Commission unanimously recommended approval of the rezoning by a vote of 6-0.

Background Information

Bob Patel and Mike Chaudary presented a zoning application [2019-401] to amend approximately 6.9 acres of the Weston Village PUD (Planned Unit District) zoning. During its regular meeting on February 6, 2019, 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 April 4, 2019, Council held a public hearing and approved this matter on First Reading.

Attachments:

1. Ordinance 19-OZ-04

ORDINANCE 19-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 6.9 acres in the Planned Unit Development (PUD) District located along New Salem Highway and Armstrong Valley Road (Weston Village PUD) as indicated on the attached map; Bob Patel and Mike Chaudary, applicants [2019-401].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing a mixed-use development consisting of four buildings with 85 single-family attached dwelling units and approximately 30,800 square-feet of floor area for commercial uses.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

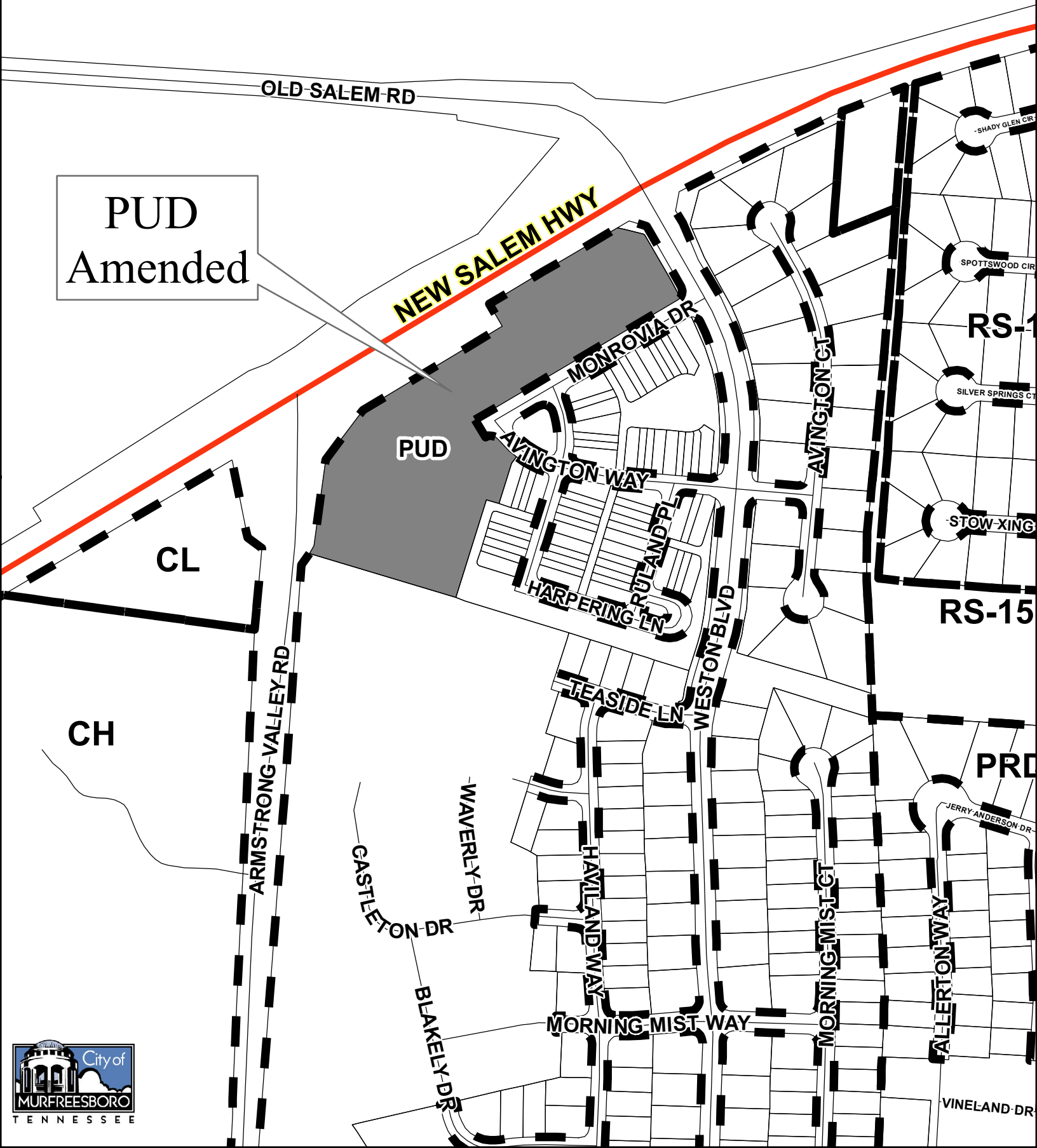
Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



PUD
Amended



COUNCIL COMMUNICATION

Meeting Date: 4/18/19

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 a matter previously heard by the Planning Commission for public hearing before Council.

Staff Recommendation

Schedule a public hearing for the item below on May 16, 2019.

Background Information

During its regular meeting on April 3, 2019, the Planning Commission conducted a public hearing on the matter listed below. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

- a. Zoning application [2019-410] for approximately 3.55 acres located along the West Northfield Boulevard extension and Hope Way to be rezoned from MU and GDO-3 to RS-15, New Vision Baptist Church of Murfreesboro Inc. developer.

Council Priorities Served

Engaging Our Community

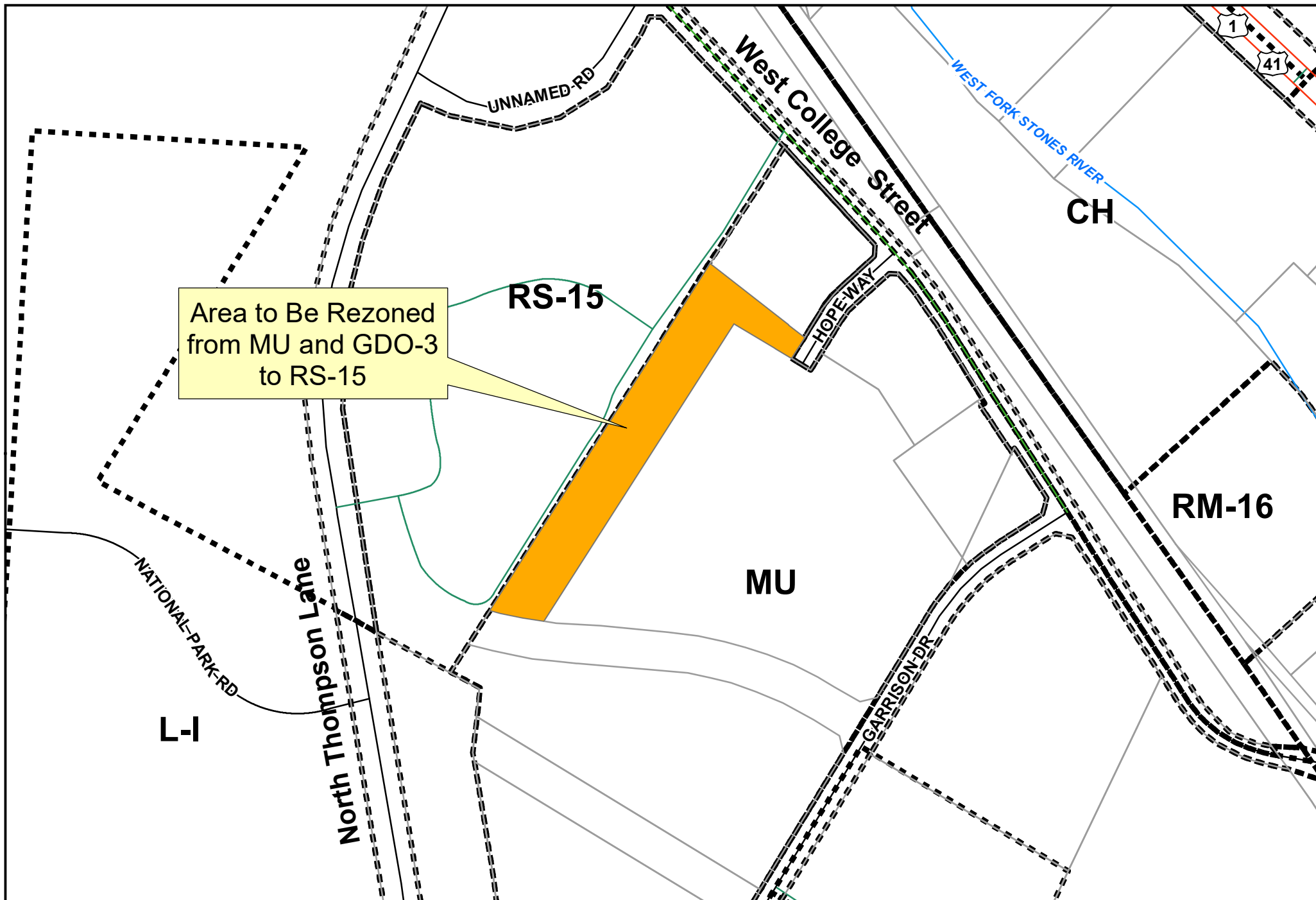
Public hearings are the official source of public input from stakeholders for zoning applications.

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 3.55 acres located along the West Northfield Boulevard extension and Hope Way



Rezoning Request for Property Along Hope Way
MU and GDO-3 to RS-15

0 250 500 1,000 Feet



G:\rezon\2019\19-410_New_Vision_Rezone.mxd



Planning Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Sale of Excess Property
Department: Administration
Presented by: Gary Whitaker, Assistant City Manager

Requested Council Action:

ORDINANCE	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>
MOTION	<input checked="" type="checkbox"/>
DIRECTION	<input type="checkbox"/>
INFORMATION	<input type="checkbox"/>

Summary

Proposed sale of excess property at 204 W Vine Street.

Staff Recommendation

Approve proposed sale and Declaration of Water Line Easement.

Background Information

The City purchased this 20 ft. x 40 ft. remnant lot in 2016 with the intention of placing transformers underground as part of the reconstruction of the alley behind Maple Street and between Main and Vine. After further engineering analysis by MED, it was determined that placing the transformers at this location would not work.

The City Manager has declared this to be "excess" property. The Planning Department has surveyed other Departments and none have expressed a need or use for this property, except that Water Resources Department requests reservation of a 10 ft. Water Line Easement across the West side of the property, next to the alley.

Staff has entered into a contract to sell this remnant, subject to Council approval, for the same amount that the City paid for the property in 2016.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The City will recover its outlay and return this property to the tax rolls.

Fiscal Impacts

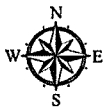
City will receive \$36,000, less closing costs.

Operational Issues

None.

Attachments

- 1.** Overhead photo showing property
- 2.** Proposed Declaration of Water Line Easement
- 3.** Proposed Contract for Purchase and Sale of Real Estate



1 Inch = 20 Feet

Murfreesboro Water Resources Department

204 W. Vine Street
Water Main Easement

EXHIBIT

A



This Instrument Prepared By:

David A. Ives, Deputy City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Map 091NB Group F Parcel 020.00

DECLARATION OF WATERLINE EASEMENT

The **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee, is the owner of the property described in instrument of record in Record Book 1436, Page 3351 of the Register's Office of Rutherford County, Tennessee, (the "Property"). **CITY** hereby declares that the Property is subject to a permanent waterline easement (the "Easement") in, upon, along, under, through and across the parcel described below, together with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating a waterline together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through and across said parcel of land. Said parcel is located in Rutherford County, State of Tennessee, and is more particularly described as follows:

WATERLINE EASEMENT:

10-foot waterline easement as shown on Exhibit A attached hereto and made a part thereof as if fully set forth herein.

This easement is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Source of title being instrument of record in Record Book 1436, Page 3351 of the Register's Office of Rutherford County, Tennessee.

This Declaration is made for the purpose of providing record notice to any subsequent purchaser of the Property that any sale of the Property or any portion of it will be subject to said Easement.

WITNESS OUR HANDS, this _____ day of _____, 2019.

CITY OF MURFREESBORO

BY: _____
SHANE MCFARLAND MAYOR

ATTEST:

MELISSA WRIGHT, CITY RECORDER

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **MELISSA WRIGHT**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a Municipal Corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND and Official Seal, at office in Murfreesboro, Tennessee, on this the ____ day of _____, 2019.

Notary Public

My Commission Expires:_____ (seal)



Murfreesboro Water Resources Department

204 W. Vine Street
Water Main Easement

EXHIBIT

A



1 Inch = 20 Feet

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This contract ("Contract") is entered into by and between the **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee ("City"), and David and Isabel Hopkins ("Buyer").

WHEREAS, City is the owner of record of certain real estate located in Rutherford County, Tennessee, identified on Exhibit A attached hereto (the "Property"); and

WHEREAS, City is willing to sell the Property and Buyer wishes to purchase this Property under the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the premises and of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. City agrees to sell and Buyer agrees to purchase this Property, subject to the terms and conditions contained in this Contract.

2. The purchase price shall be **Thirty Six Thousand and No/100 Dollars (\$36,000.00)**.

3. The closing on the Property will take place on or before 45 days after the date of the last party to sign at the Law Office of Rick Mansfield, 110 S. Maple Street, Murfreesboro, Tennessee. Possession will be delivered at closing.

4. Taxes on this Property for the year of transfer shall be prorated to the date of closing.

5. At the closing, City shall convey the Property to Buyer by a Warranty Deed to be prepared by City in form acceptable to City and Buyer, and Buyer shall pay the purchase price to City. Buyer agrees that the property shall be conveyed subject to a Permanent Water Line Easement across the Westerly 10 ft. of the Property, adjacent to the alley.

6. Closing is conditional on the Buyer being satisfied that City can convey good and marketable title to Buyer. Buyer will obtain a title report at Buyer's sole cost and expense. If Buyer elects to obtain title insurance, it will be at Buyer's sole expense.

7. City and Buyer will each pay all normal closing costs for a seller and buyer of commercial real estate in Rutherford County, Tennessee. Buyer will pay any attorney fees incurred by Buyer. Buyer will pay any real estate commission due to any real estate company or broker with respect to this sale.

8. In the event of default by either party, the non-defaulting party shall have all rights and remedies permitted or allowed under the law and in equity.

9. The closing is contingent upon approval of this Contract by the City Council.

10. This Contract is binding upon the heirs, successors and assigns of the Buyer and, after approval of the City Council, upon the City and its successors and assigns.

IN WITNESS WHEREOF, City and Seller have set forth their hands below as of the day of the last to sign below.

CITY OF MURFREESBORO

BUYER:

BY: _____
Shane McFarland, Mayor

David Hopkins

DATE: _____

Isabel Hopkins

DATE: _____

ATTEST:

BY: _____
Melissa Wright, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

RECOMMENDED BY PLANNING COMMISSION: April 3, 2019

APPROVED BY CITY COUNCIL: _____

EXHIBIT A

Tax Map 091NB Group F Parcel 020.00

Being a lot known as 204 West Vine Street, Murfreesboro, located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by Edwin C. Loughry, Jr. (Record Book 811, page 1577); on the east by David G. Hopkins (Record Book 273, page 1952); on the south by West Vine Street; and on the west by an alley.

Beginning at a point on the edge of the concrete sidewalk at the intersection of the north margin of West Vine Street and the east side of an alley, said point being the SW corner of this lot; thence running with the east side of the alley N-00°40'29"-W, 18.59 feet to an iron pin set, being the NW corner of this lot; thence with the south line of Loughry N- 89°45'28"-E, 39.82 feet to a point at the corner of a building (Hopkins), being the NE corner of this lot; thence with the west side of said building (Hopkins) S-00°31'55"-E, 18.59 feet to a point at the corner of the building, being the SE corner of this lot; thence with the north line of West Vine Street, S-89°45'27"-W, 39.77 feet to the point at the beginning; containing 740 square feet, or 0.02 acres, more or less.

City source of title being instrument recorded at Record Book 1436, page 3351, Register's Office of Rutherford County, Tennessee.

COUNCIL COMMUNICATION

Meeting Date: 4/18/2019

Item Title: Salem Elementary Data Cabling
Department: Murfreesboro City Schools
Presented by: Dr. Linda Gilbert, Director of Schools
Requested Council Action:

Ordinance ☐
Resolution ☐
Motion ☒
Direction ☐
Information ☐

yes

Summary

Consider Change Order #1 for Salem Elementary contract with R.G. Anderson

Staff Recommendation

Approve purchase of data cabling for Salem Elementary through R.G. Anderson Change Order #1

Background Information:

City Schools will be opening the new Salem Elementary serving the southwestern area of Murfreesboro. Data cabling is needed for the new facility. This item is available for purchase for \$241,130 from LanLink Communications using Change Order #1 issued from R.G. Anderson .

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The use of R.G. Anderson's solicitation process is a cost-effective means of purchasing equipment in a timely manner for the upcoming school opening.

Fiscal Impacts:

Funding for this purchase is available through the County Shared Funds account.

Attachments:

Change order No. 1 from Johnson + Bailey Architects. P.C.

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: FY20 Water and Sewer Rate Recommendation

Department: Water Resources Department

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

Based on the Water Resources Department over-recovery in rate revenue for FY19 as compared to the Department's FY19 projected cost of service, staff is recommending no water and sewer rate increases for FY20.

Staff Recommendation

Staff recommends to City Council no water or sewer rate increase for FY20.

Background Information

The Murfreesboro Water Resources Department was provided a cost of service study (COSS) from Jackson Thornton Utilities Consultants for FY2017 and an FY2022 Pro Forma that was the basis for recommending no rate increases for FY2019. MWRD Staff has updated the pro forma with FY2018 rate revenue and is again recommending no rate increase for FY2020. The FY2022 pro forma was run using two scenarios:

- 1) A "Base" scenario assuming no new debt was added between FY17 and FY22. This assumes using reserves on hand to pay for \$35,000,000 in capital projects.
- 2) A scenario where \$35,000,000 in debt (20-yr @ 2%) is incurred to pay for the Northeast Regional Pumping Station and Force main as well as the necessary capital equipment to perform full scale biosolids drying at the Water Resource Recovery Facility (WRRF). Full payback of the total loan amount was assumed to start in FY2022.

The following chart summarizes the historical cost of service studies conducted by the Department from FY07 to FY17, illustrating the total rate revenue requirements and the actual rate revenue collected as an under or over recovery:

Chart 1: Total Water and Sewer Rate Requirements and Actual Rate Revenue

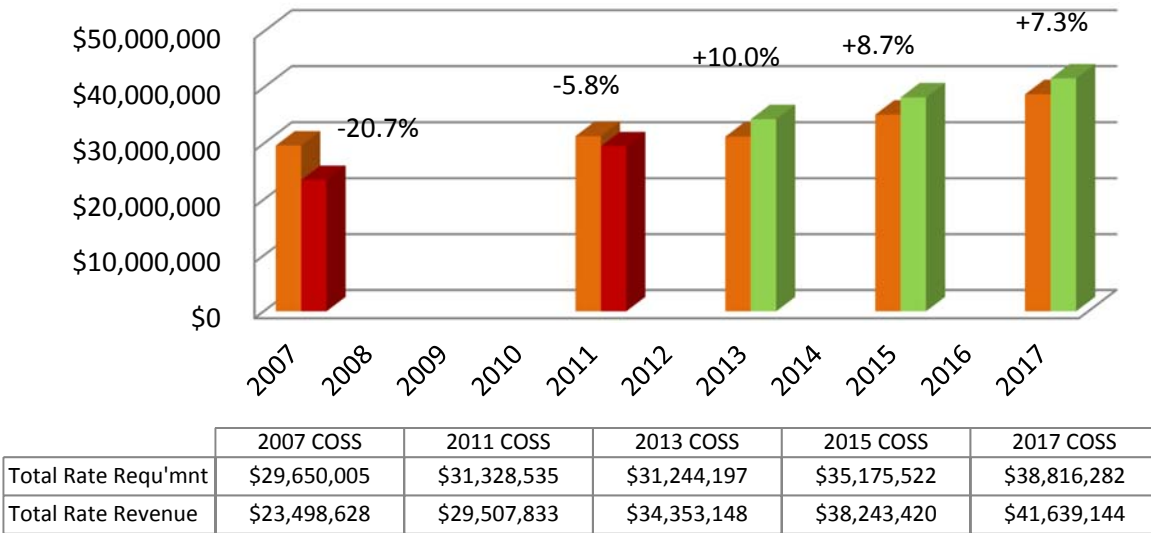


Table 1 compares the FY22 pro forma revenue requirements for the Water Resources fund to the FY18 actual rate revenue over-recovered. This scenario assumes no debt will be incurred within the five-year timeframe.

Table 1: FY18 Rate Revenue compared to FY22 Pro Forma (No Debt Scenario)

	Water	# Annual Billings	Sewer	# Annual Billings	Total
FY22 Pro Forma	\$13,937,439	313,554	\$22,820,180	518,318	\$36,757,619
FY18 Rate Revenue	\$14,414,743	313,554	\$27,814,643	518,318	\$42,229,386
Difference	\$(477,304)	0	\$(4,994,463)	0	\$(5,471,767)

The total difference of \$(5,471,767) is seen as the "revenue surplus" that the Department anticipates over the four-year timeframe. Chart 2 below better illustrates the historical cost of service studies and the FY22 pro forma projected revenue requirements. The over-recovery of FY18 projected cost of service by \$2.9M covers the anticipated FY22 added expenses by approximately

\$1.0M. By adding the \$1.0M to a \$4.4M reduction in debt service equals the \$5.4M revenue surplus.

Chart 2: Historical COS Studies and FY22 Pro Forma (No Debt Scenario)

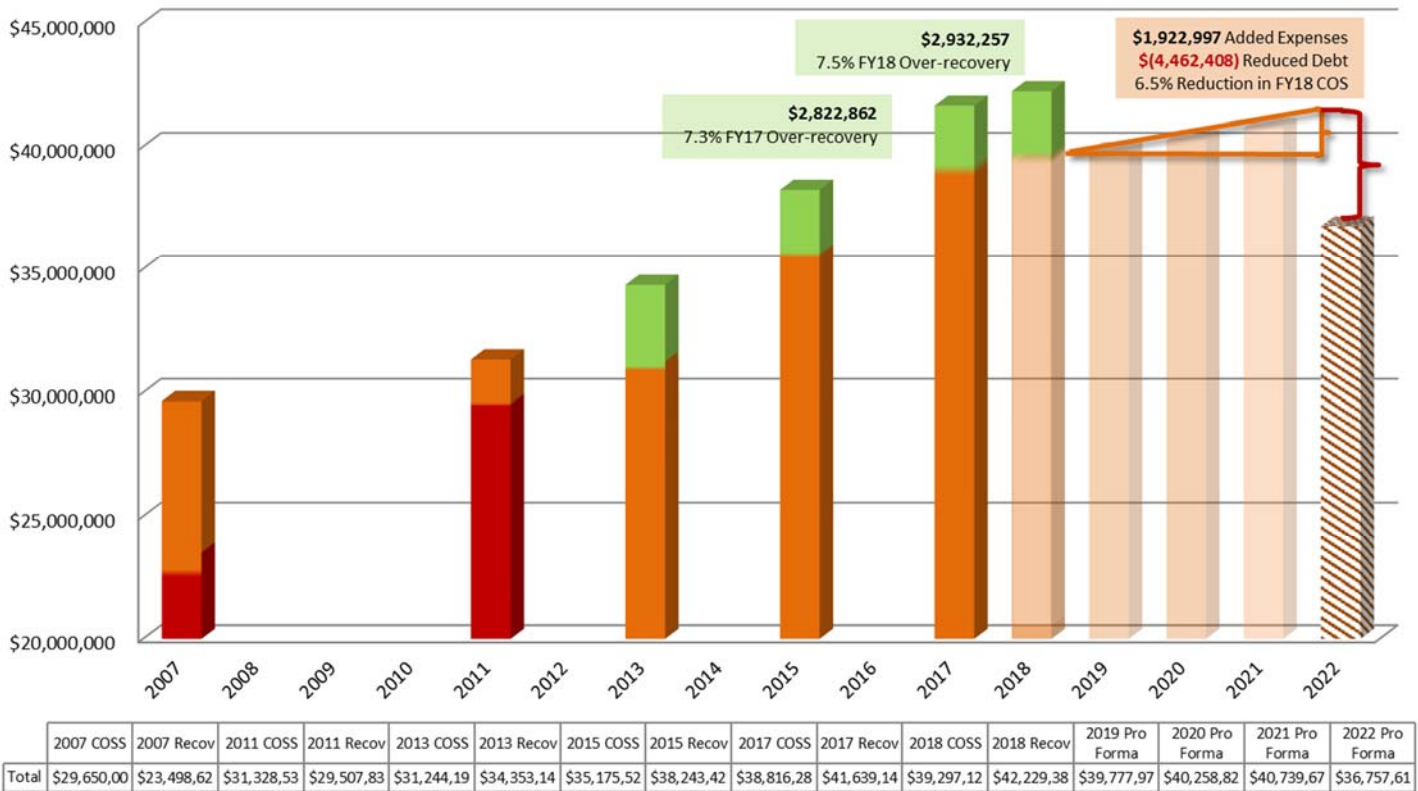


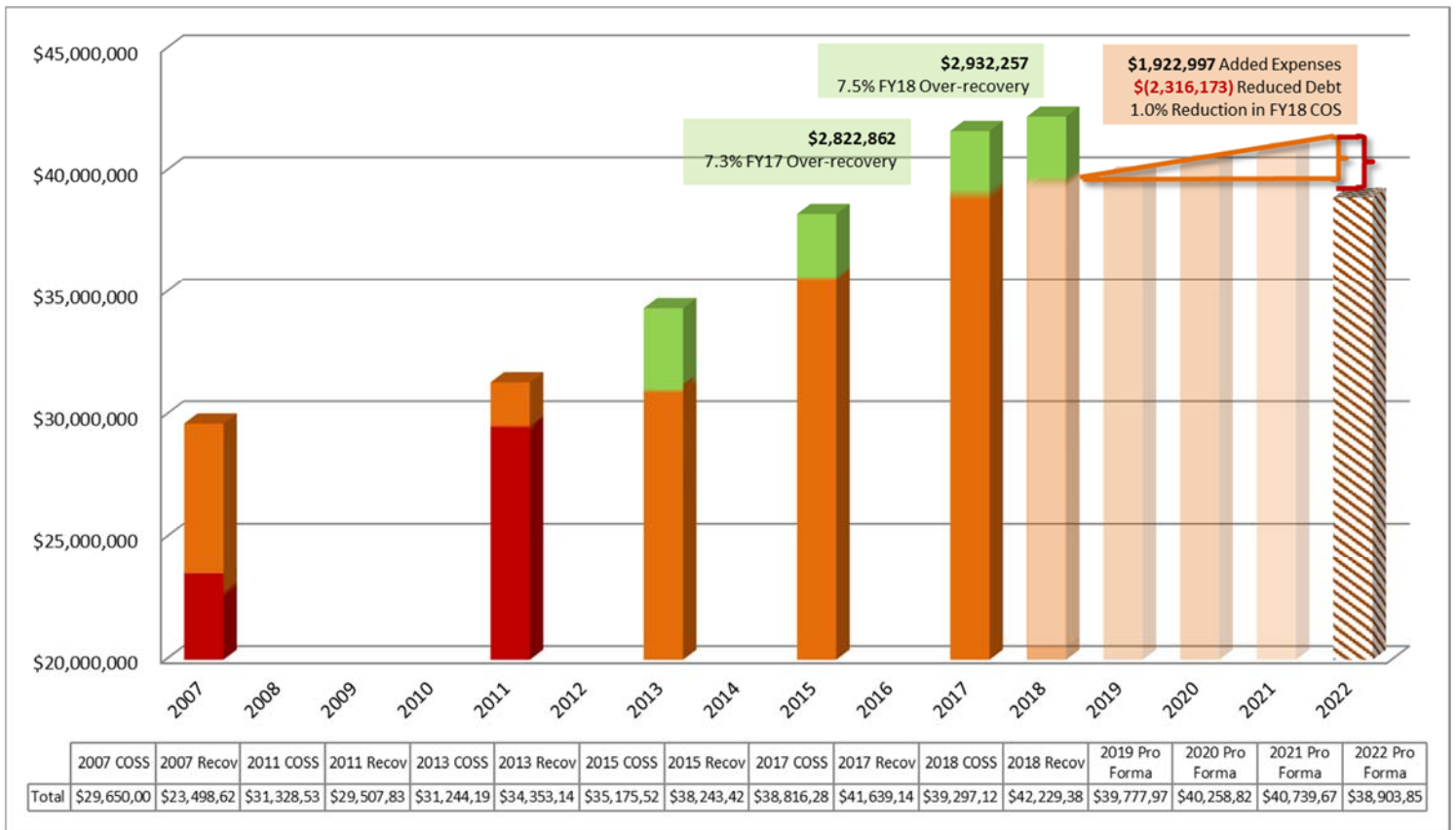
Table 2 compares the FY22 pro forma revenue requirements for the Water Resources fund to the FY18 actual rate revenue over-recovered. This scenario assumes \$35,000,000 will be incurred within the five-year timeframe to pay for the Northeast Regional Pumping Station and Forcemain and the capital equipment for full scale biosolids drying at the Water Resource Recovery Facility (WRRF).

Table 2: FY18 Rate Revenue compared to FY22 Pro Forma (\$35M Debt Scenario)

	Water	# Annual Billings	Sewer	# Annual Billings	Total
FY22 Pro Forma	\$13,937,439	313,554	\$24,966,415	518,318	\$38,903,854
FY18 Rate Revenue	\$14,414,743	313,554	\$27,814,643	518,318	\$42,229,386
Difference	\$(477,304)	0	\$(2,848,228)	0	\$(3,325,532)

The total difference of \$(3,325,532) is seen as the “revenue surplus” that the Department anticipates over the five-year timeframe while incurring \$35,000,000 in debt. Chart 3 below better illustrates the historical cost of service studies and the FY22 pro forma projected revenue requirements. The over-recovery of FY18 cost of service by \$2.9M covers the anticipated FY22 added expenses by approximately \$1.0M. Add the \$1.0M to a \$4.4M reduction in debt service and then subtract the \$2.1M addition to debt service equals the \$3.3M revenue surplus.

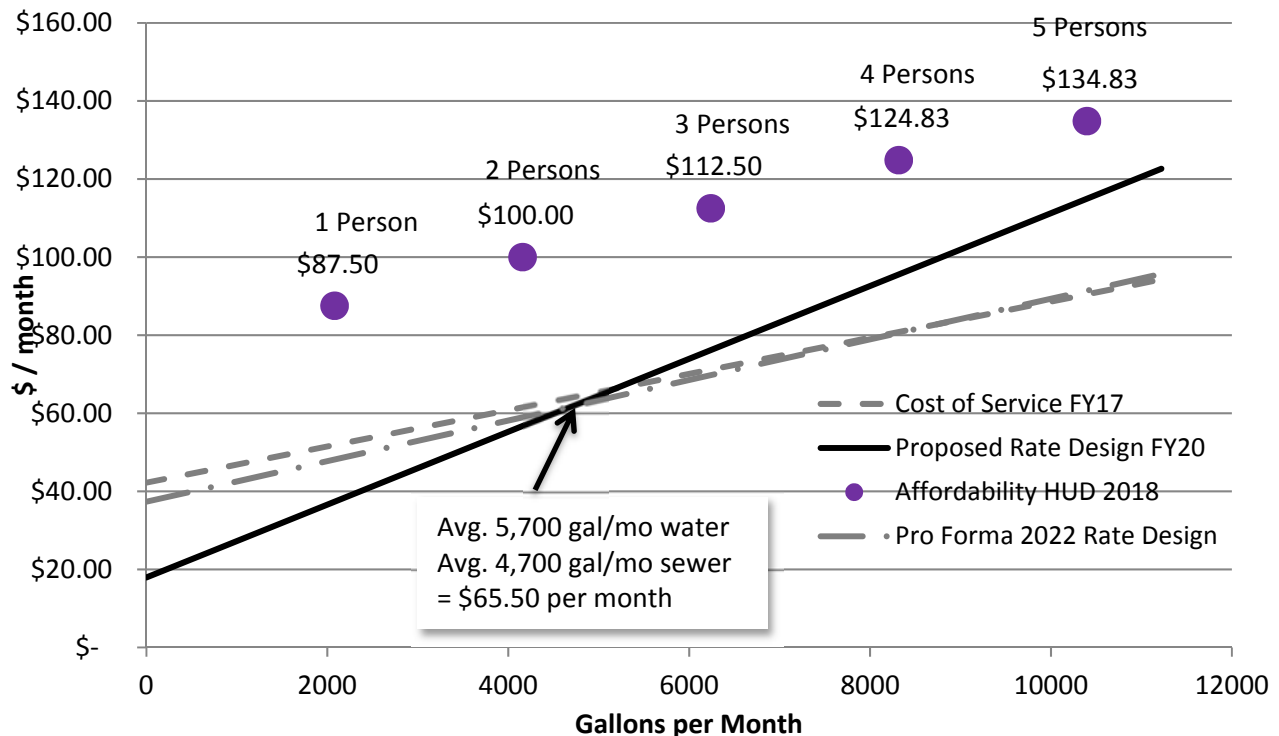
Chart 3: Historical COS Studies and FY22 Pro Forma (\$35M Debt Scenario)



Based on the debt service coming off the rate revenue requirements for sewer and the over-recovery witnessed in FY18 that will cover the next four (4) years of anticipated expenses, staff does not recommend a rate increase for FY20.

MWRD's current rate (proposed as unchanged for FY20) is illustrated in the graph below in comparison to affordability (4% of very low income, or 50% of average median income, as defined by HUD and State of Tennessee, Rutherford County Median Family Income for 2017), Cost of Service FY17 and Pro Forma FY22. Affordability indexes are maintained.

Chart 3: Monthly Water & Residential Cost Curve, FY17 COSS, FY20 Rate Design, and FY22 PF



The possibility exists to fall somewhere between paying for the full \$35M from reserves or financing through loans. Also, in the fall of 2019, staff will be requesting the Board to approve funding the Department's FY19 cost of service study as an update to our revenue requirements and capital funding needs.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

MWRD strives to achieve the highest levels of service for our community at the most affordable rates to our customers.

Fiscal Impacts

Maintaining water and sewer rates at current levels is anticipated to generate at least the same revenue for FY20 as was evidenced in FY19, or a minimum of \$42,230,000.

Operational Issues

N/A

Attachments

N/A

COUNCIL COMMUNICATION

Meeting Date: 4/18/19

Item Title: Water Resources Policies, Procedures, and General Design Requirements Revisions

Department: Water Resources

Presented by: Valerie Smith, Darren Gore

Summary

The Policies, Procedures, and General Design Requirements (P&P) was originally approved by the Board August 25, 2009 and Council on September 17, 2009. There have been two (2) amendments to these P&P that have been approved by Board and Council in 2010 and 2016. The revisions brought before you at your February 13, 2019 workshop were more comprehensive, requiring a stakeholder meeting (conducted on November 29, 2018), and the workshop presentation by Mrs. Valerie Smith.

As a result of the workshop presentation, City Council requested staff to investigate whether performance bonds should still be accepted as a form of surety, or whether the City should require letters of credit exclusively as surety on public infrastructure constructed by private development.

Staff Recommendation

Staff recommends City Council approving the revised policies, procedures and general design requirements as presented at the February 13, 2019 City Council workshop, except for increasing the surety coverage amount by 10% when a private developer opts to provide surety in the form of a performance bond.

Background Information

Table 1 demonstrates that over half of the development community uses performance bonds as surety for public infrastructure improvements being constructed as part of a private development. Since this percentage is so high and the predominant form of surety, staff believes only allowing letters of credit would disrupt the financial mechanisms currently employed by a significant number of developers. Staff considers it equitable to increase the surety coverage by 10% on performance bonds due to the difficulty in acquiring the funds to perform substandard or unfinished public improvements.

Table 1: Murfreesboro Developments w/ Surety

	Total Number	Total Amount	% LOC	% Bond	%Cash
Water and Sewer	247	\$6,153,870	20.3%	61.5%	18.2%
Road/Drainage	146	\$13,269,713	42.4%	48.9%	8.7%
Landscaping	261	\$4,501,208	17.1%	51.0%	32.0%
	Average		26.6%	53.8%	19.6%

* Note Electric Dept does not take surety unless there is a TDOT Rd. crossing. Developers pay "up-front" for materials and labor supplied by MED and install conduit without a surety required

As a reminder of the presentation, the bullets below highlight the changes to the P&P document that involves potential cost implications to contractors:

1. Potential Contractor / Increased Construction costs include:

- a. Potential bid increase to pre-test the sewer manholes prior to paving and the required MH testing after paving.
- b. Bid increase to provide a 5" Storz Connection on all new fire hydrant installations. This connection is a "quick connect" for the Murfreesboro Fire & Rescue Department's fire truck hoses.
- c. The discontinuance of SDR 35 PVC for sewer mains which is a thinner wall pipe and requiring SDR 26 PVC which is thicker.
- d. Potential increase in large (3" and larger) meter installations since these are to be purchased and installed by the Contractor per the Department's specifications. May include Contractor mark-up.

2. Potential Developer Increases:

- a. Potential increase in per lot price to cover the loss of property associated with wider easement widths.
- b. Increased surety costs to cover the increased minimum surety amounts.
- c. Hold Harmless Agreements – City not responsible for stormwater quality related fixtures within area encumbered by water/sewer/repurified water easements (specialty pavement, porous concrete, bio-swales, etc).

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Having some robust policies and design criteria for utility infrastructure safeguards the community's public welfare and affords the City long-term, cost-effective maintenance of collection and distribution systems for water and wastewater services.

Excellent Services with a Focus on Customer Service

By publishing the appropriate development policies and design criteria, the development community is afforded the opportunity to select properly licensed contractors to build utility infrastructure that is ultimately dedicated and maintained by the City of Murfreesboro.

Engaging Our Community

Stakeholder communication is vital in a revising policies and procedures and design criteria that may have fiscal impacts on construction and land development.

Fiscal Impacts

The City of Murfreesboro will not have any immediate fiscal impacts in the form of cash outlay; however, there will be long-term financial gains to the City in terms of lower

operation and maintenance costs for the sanitary sewer collection system, water distribution systems and permanent stormwater treatment controls.

Operational Issues

Not applicable

Attachments:

None

COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Property Purchase for Cherry Lane Extension

Department: Engineering

Presented by: Chris Griffith, City Engineer

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 the referenced property for the extension of Cherry Lane.

Staff Recommendation

Approve the agreement for the purchase of the property at 1037 Cherry Lane.

Background Information

As part of the 2040 Major Thoroughfare Plan the City is planning on the extension of Cherry Lane from the existing Richard Siegel Soccer Park to Sulphur Springs Road as well as the future expansion of Caroline Farms Drive from Thompson Lane to Cherry Lane. The subject property would have had significant impact during the ROW acquisition of both roadways and the possibility of proximity damages. The entire 14-acre property is being acquired and will allow for beneficial alignment and drainage of the roadway systems. Any remnants of the subject property could be sold helping recover some of the purchase cost or be used as an expansion for Richard Siegel Park in the future.

An appraisal was completed and the property including the residence was valued at \$500,000. After discussions with the owner, staff recommends purchasing the property for \$525,000 which is consistent with previous purchase offers of appraised value plus 5 percent for similarly valued properties.

Council Priorities Served

Safe and Livable Neighborhoods

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The funding for the purchase of the property will be split between the 2018 and 2019 bond fund for Cherry Lane Phase 2 and Caroline Farms, respectively.

Attachments

1. Contract for Conveyance of Real Estate
2. Occupancy Agreement
3. Location Map

CONTRACT FOR CONVEYANCE OF REAL ESTATE

This contract ("Contract") is entered into, as of the date of the last party to sign (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation in Rutherford County in the State of Tennessee, ("City"), and Kip L. Bowers and wife Vicki S. Bowers ("Seller").

City agrees to purchase from Seller and Seller agrees to sell to City that certain real property located in the City of Murfreesboro, Rutherford County, Tennessee, identified as Tax Map 58 Parcel 21 according to the Assessor of Real Estate for Rutherford County, containing approximately 14.02 acres more particularly described on **Exhibit A** attached hereto and incorporated by reference (the "Property"), upon the following terms and conditions:

1. The purchase price for the Property shall be \$525,000, payable in good funds by the City at the Closing. Upon execution of this Contract by the City, City will deposit \$10,000 as Earnest Money in escrow with Rick G. Mansfield, Attorney, to be applied to the purchase price at closing. In the event that city elects to terminate this Contract according to the terms of this Contract, the Earnest Money deposit shall immediately be returned to the City.

2. The Closing shall take place at Rick G. Mansfield, Attorney, Murfreesboro, TN, on or before forty-five (45) days after the Effective Date (the "Closing"), unless an extension is agreed upon in writing by the parties. At the Closing:

a. Seller shall deliver a General Warranty Deed to the Property in form and substance acceptable to the City; Seller shall retain possession of the property pursuant to the attached Occupancy Agreement.

b. City may, at its option and at its cost, obtain a policy of Title Insurance from a title company of City's choosing assuring good, sufficient and marketable title to the Property subject only such Exceptions as have been accepted in writing by the City.

c. Seller shall pay the cost of preparing, obtaining and recording any releases or other such documents necessary for Seller to be able to provide good title.

d. Taxes for the year of sale shall be prorated to the Closing Date.

e. The City shall deliver good funds representing the balance of the purchase price as same may be adjusted by any closing items.

f. The City shall pay all other usual closing costs including but not limited to of preparing and recording the General Warranty Deed, including the cost of any tax stamps and transfer taxes.

g. Seller shall pay any mortgage release fees and any realtor or brokerage fees incurred by Seller.

h. Each party shall pay its own respective legal fees.

i. Each party will deliver such other documents or certificates as may be necessary to effectuate the transaction.

j. Notwithstanding in any language in the contract, City agrees to pay Seller closing costs.

3. Within twenty (20) days after the Effective Date, City will obtain a Title Commitment from a title company of City's choosing, along with copies of all documents that appear as exceptions to or encumbrances ("Exceptions") to or upon the title. City shall have 10 days after receipt of the Title Commitment to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same by Closing, the City may, at its sole option, terminate this Contract.

4. The City shall have twenty (20) days after the Effective Date to conduct due diligence with respect to the Property (the "Due Diligence Period"). The City, its agents, contractors and representatives shall have the right to enter the property during the Due Diligence Period for appropriate testing and analysis including, but not limited to, the following:

- a. General site inspections;
- b. Topographic and boundary surveys;
- c. Geotechnical surveys;
- d. Water, sewer, and electrical availability assessments;
- e. An All Appropriate Inquiries environmental assessment;
- e. Such other testing or inspection as the City may deem appropriate.

5. In the event that the City discovers conditions or circumstances during the course of its due diligence which are unacceptable to the City ("Objections"), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract by providing Seller written notice on or before the expiration of the Due Diligence Period.

6. The City shall be solely responsible for all surveying, engineering and design work, and all related annexation, platting, zoning or re-zoning necessary or desirable by the City for its purposes.

7. Seller represents that, to the best of his actual knowledge, information, and belief, without and duty of inquiry, there have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leased, generated or allowed to escape from the property; nor are there underground storage tanks located on the property; nor is asbestos or asbestos containing building materials present on the property; nor are polychlorinated biphenyls located on or in the property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect to the Property. These representations are independent and shall survive Closing and delivery of the deed, but only for a period of one (1) year following the Closing.

8. The Closing is contingent upon the following:

- a. The City in its sole discretion being satisfied that Seller can convey title to the Property at the Closing that is satisfactory to the City;
- b. The City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose;
- c. Receipt by the City of a Boundary Survey, by a surveyor selected by the City, in form and content satisfactory to the City in its sole and absolute discretion, showing the boundaries, any easements or encroachments, and other characteristics of the Property;
- d. All representations of Seller being true and accurate at the time of the Closing.
- e. This Closing is not contingent on an appraisal.

9. In the event of default by either party, the non-defaulting party shall have all rights and remedies permitted or allowed under the law and in equity. The prevailing party in any action to enforce the terms of this Contract shall be entitled to reasonable attorney fees and court costs.

10. Any notice permitted or required by this Contract shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person or by reputable

overnight delivery service; on the date of receipt as shown by a facsimile confirmation if delivered by facsimile; or upon the date of delivery if delivered by U.S. Certified Mail.

- a. Notices to the City shall be delivered to:

Chris Griffith, City Engineer
111 West Vine Street, Murfreesboro TN 37130
Email: cgriffith@murfreesborotn.gov

with a copy to:

David A. Ives, Deputy City Attorney
111 West Vine Street, Murfreesboro, TN 37130
Email: dives@murfreesborotn.gov

- b. Notices to Seller shall be delivered to:

Kip L. Bowers
1037 Cherry Lane
Murfreesboro TN 37129
Email:

with a copy to:

11. The City and Seller each represent and warrant to the other that no real estate agent of broker has been retained in connection with this transaction and that no such agent, broker or other person has or shall have any claim for a commission or other compensation with respect to the closing of this transaction.

12. This Contract, together with the attached Occupancy Agreement, represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.

13. This Contract shall be governed by the laws of the State of Tennessee. Venue for any dispute shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

14. The Effective Date of this Contract shall be the date of the execution by the last party to sign.

15. This Contract is in all things subject to approval by the Murfreesboro City Council.

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

Signatures on following page

CITY OF MURFREESBORO:

By _____
Shane McFarland, Mayor


Date: _____

ATTEST:

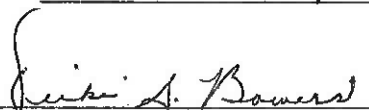
BY _____
Melissa Wright, City Recorder

Date: _____

SELLER:

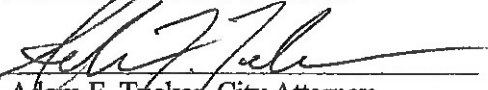

Kip L. Bowers

Date: 3-29-19


Vicki S. Bowers

Date: 3/29/19

APPROVED AS TO FORM:


Adam F. Tucker, City Attorney

Date: 4/2/2019

APPROVED BY PLANNING COMMISSION: March 6, 2019

APPROVED BY CITY COUNCIL: _____, 2019.

**OCCUPANCY AGREEMENT REGARDING
1037 CHERRY LANE
KIP AND VICKI BOWERS and CITY OF MURFREESBORO**

The Parties have entered into a Contract for conveyance of Real Estate pursuant to which the City of Murfreesboro ("City") will purchase the property known as 1037 Cherry Lane (the "Property") from Kip and Vicki Bowers ("Sellers"). The Parties agree that Sellers may continue to occupy the Property after Closing of the purchase pursuant to the following conditions:

1. The Parties anticipate that Sellers will remain in the Property for approximately one year while a new residence is being constructed. City agrees that Sellers may remain at the property after one year for a reasonable period of time if necessary; Sellers may depart from the Property at any time, and will notify the City when they expect to depart so that the City can take appropriate steps to secure and protect the Property.

2. Sellers will be solely responsible for the cost of all utilities during their occupancy of the Property.

3. Sellers will maintain insurance on all personal property located at or on the Property during their occupancy of the Property, as well as insurance on any interest they may continue to have in the Property. Sellers will also maintain premises liability coverage, with the City shown as an additional insured, and will provide the City with a copy of the premises liability policy along with the appropriate endorsements.

4. Sellers will maintain the Property, including all structures on the Property in good working order and condition, reasonable ordinary wear and tear excepted, during their occupancy of the Property. Sellers shall be promptly repair all damage or injury to the Property caused by Sellers or Sellers' guests or invitees.

5. When Sellers depart from the property, they may take the kitchen stove, refrigerator, and washer / dryer, gazebo, any outside ornamental décor and several outside plants along with all personal property. All built-in appliances and all window covering, light fixtures, ceiling fans and other such fixtures shall remain with the Property. Sellers will leave the Property "broom clean."

6. Sellers shall pay to the City the amount of \$ --0 -- per month for up to twelve months after Closing. If Sellers elect to remain in the property after such twelve-month period,

Sellers will pay monthly rent to the City in the amount of \$1,500.00, payable in advance, beginning on the first day of the month after such twelve-month period. Occupancy after the twelve-month period shall be on a month-to-month basis, and the City may take possession of all or any portion of the property upon not less than 60-days notice to Sellers if the City has a need to do so.

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

CITY OF MURFREESBORO:

By _____

Shane McFarland, Mayor

Date: _____

ATTEST:

BY _____

Melissa Wright, City Recorder

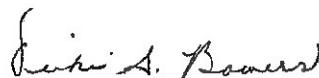
Date: _____

SELLER:



Kip L. Bowers

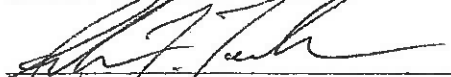
Date: 3-29-19



Vicki S. Bowers

Date: 3/29/19

APPROVED AS TO FORM:



Adam F. Tucker, City Attorney

Date: 4/2/2019

APPROVED BY PLANNING COMMISSION: March 6, 2019

APPROVED BY CITY COUNCIL: _____, 2019.



COUNCIL COMMUNICATION

Meeting Date: 04/18/2019

Item Title: Northfield Boulevard Extension Phase 1 – Atmos Gas Line Relocation

Department: Engineering

Presented by: Chris Griffith, City Engineer

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

Relocation of an existing Atmos Energy gas line associated with the project.

Staff Recommendation

Approve funding for the relocation of the Atmos Energy gas line for the West Northfield Boulevard – Phase 1 project.

Background Information

The purpose of relocating and lowering the gas line will allow for the proposed Northfield Boulevard to be extended between Garrison Drive and Thompson Lane. Currently the existing gas line is about 4 feet in depth and based on the new grades for the roadway section the gas line will need to be lowered about 8 to 10 feet to allow for clearance of the roadway and new utilities to be installed. The construction estimate prepared by Atmos Energy is \$370,680

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Phase 1 of West Northfield Boulevard is included in the 2040 Major Thoroughfare and will serve current land for sale by the City. The construction of the roadway was also included in the land sale to Vanderbilt University Medical Center (VUMC).

Fiscal Impact

The primary funding source for the Northfield Boulevard Extension – Phase 1 will come from the land sale with VUMC.

Attachments

1. Estimated Cost of Construction from Atmos Energy



PROJECT: Northfeild Extension

DATE: 4/3/2019

DESCRIPTION: 200' of 6" steel/ Service relocate

NOTE: The Level 3 estimate is based on verified unit cost prices. Contractors have also submitted bids including material and labor costs. However, the final as-built cost could differ from the total estimated cost below by as much as 15%

This estimate is valid for 30 days from the date listed above.

PROJECT Relocate 200 feet of 6 inch steel. For the Northfeild road development in
DETAILS & Murfreesboro, Tn.

NOTES:

MATERIAL TOTAL:	\$	16,772.08
COMPANY LABOR TOTAL :	\$	6,121.44
CONTRACT LABOR:	\$	347,786.94

TOTAL ESTIMATED COST:	\$	370,680.45
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COUNCIL COMMUNICATION

Meeting Date: [04/18/19]

Item Title: Cable TV Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Attachments:

1. Mayor Shane McFarland's Memo



. . . creating a better quality of life.

April 18, 2019

Members of City Council

RE: Recommended Reappointments – Cable TV Commission

Board Reappointments

As an item for the City Council agenda, I am recommending the reappointment of Mr. Douglas Cook and Dr. Roger Heinrich to the Cable Television Commission.

Reappointment

Mr. Douglas Cook

Dr. Roger Heinrich

Sincerely,

Shane McFarland

Mayor