

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall -- 7:00 PM
May 16, 2019

PRAYER

Mr. Rick LaLance

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Purchase Six Replacement Scoreboards (Parks & Recreation)
2. Agreement for the Purchase of Bulk Fuel (Fleet)
3. Banner Request to hang across East Main Street: Bruce Gilley Memorial Foundation: July 21-31, 2019 (Street)
4. Reimburse Main Street for Purchase of Downtown Banners (Community Services)
5. CIP Funds Transfer (Finance)
6. Professional Services Contract for Engineering Analysis of Flow Monitoring (Water Resources)
7. Asphalt Purchases Report (Water Resources)
8. Sewer Replacement and Upsizing with Mainstay Suites Project (Water Resources)
9. Purchase of Crain and Truck Bed (Water Resources)
10. Turbidimeter Distribution Monitoring Panel Replacements (Water Resources)
11. Purchase of Three WRRF Aerators (Water Resources)
12. Water Resources and Stormwater Funds FY 19 Audit (Water Resources)

Old Business

13. Ordinance 19-OZ-06: Rezoning approximately 1.4 acres along Mercury Boulevard (2nd and final reading) (Planning)
14. Ordinance 19-OZ-09: Rezoning approximately 90.56 acres along New Salem Highway and Clearidge Drive (2nd and final reading) (Planning)
15. Ordinance 18-OZ-50: Rezoning approximately 4.9 acres along Old Lascassas Road and Greenland Drive (Planning)
 - a. First Reading Ordinance 18-OZ-50

New Business

Resolution

16. Resolution 19-R-09: Cross-Connection Control Testing (Water Resources)

Land Use Matters

17. Ordinance 19-OZ-10: Rezoning approximately 3.55 acres located along Hope Way and the W Northfield Boulevard Extension (Planning)
 - a. Public Hearing
 - b. First Reading Ordinance 19-OZ-06
18. Planning Commission Recommendations to Schedule Public Hearings (Planning)

MURFREESBORO CITY COUNCIL

Regular Meeting Agenda

May 2, 2019

(Continued)

On Motion

19. Storage Tank Repair and Recoating Projects (Water Resources)
20. Purchase of Intercom Speakers (Schools)

Licensing

Board & Commission Appointments

Appointment of Mr. Richard Reeves to the Rutherford County Board of Equalization to fill the vacancy left by Michael McDonald

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Purchase Six Replacement Scoreboards

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

Request to purchase six replacement scoreboards through Buy-Board Contract.

Staff Recommendation

Purchase six baseball/softball scoreboards from Electro-Mech Scoreboard Company through Buy Board Contract 583-19.

Background Information

Two scoreboards at McKnight Park ball fields and four at Star*Plex need to be replaced due to continuous repair issues and age. All six replacement scoreboards will include LED lights rather than bulbs, which are in the six current scoreboards. The total cost for the six requested scoreboards is \$41,999.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Parks & Recreation has a goal of providing patrons with a high-quality ball field experience, and the addition of modern scoreboards with LED lights will assist in reaching this goal.

Fiscal Impacts

Sufficient funds are budgeted in the 2018 CIP Fund for scoreboards.

COUNCIL COMMUNICATION

Meeting Date: 05/16/2019

Item Title: Agreement for the Purchase of Bulk Fuel

Department: Fleet Service Department

Presented by: Jack Hyatt, Director Fleet Service

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 bulk fuel delivered to the City fuel islands.

Staff Recommendation

Approve the purchase of bulk fuel from D&D Oil Company Inc.

Background Information

This purchase was put out for competitive bid on February 6, 2019 with D&D Oil Company the only bidder. The fuel is used by all the City Departments that have vehicles and equipment.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Purchase bulk fuel on a competitive bid allows the City to assure the best rate is secured for its fleet of vehicles.

Fiscal Impacts

All fuel is budgeted by the departments with a fleet of vehicle

Attachments:

1. Bid Tabulation Sheet
2. Copy of Contract

**Bid Tabulation Sheet
For
ITB-19-2019 – Bulk Fuel**

Recommend Award to: D&D Oil

Amount of: See Bid

Bid Opened by: Shaun Poore, Purchasing Analyst

Department Head Signature:

R. J. Nyquist

Date: 2-15-2019

Agreement for Bulk Fuel

This Agreement is entered into and effective as of the _____ day of _____ 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **D & D Oil Co. TN, Inc.**, a Corporation of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document
- "ITB-19-2019 – Bulk Fuel" - (the "Solicitation");
- Contractor's Proposal, dated: 02/06/2019 ("Contractor's Proposal");
- Contractor's Price Proposal, dated: 02/06/2019 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

1.1 Contractor is engaged to provide Bulk Fuel to the City of Murfreesboro in accordance with the Bid Specifications and at the prices set forth in Contractor's Proposal.

1.2 In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. Term. This contract term will be five years from the Effective Date of the contract. The contract will not be effective until approved by the City Council and signed by all required parties and remain in effect through _____.

3. Payment and Delivery.

3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.

3.2. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3.3. 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.

- 3.4. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods and delivered, by the City.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **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 generally accepted accounting principles.
11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
12. **Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

13. **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.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 16.1 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 16.2 Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 16.3 Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
17. **Insurance.** The contractor must maintain insurance as required by the invitation to bid and specifications.
18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees, expenses, and costs at all stages of the litigation.
19. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. **NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.**
20. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
21. **Force Majeure.** This contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the bidder has any commercially reasonable

alternative method of performing this contract by purchase on the market or otherwise, the bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of an event described above.

22. Federal Certifications and Assurances. The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various federal statutes, executive orders, and regulations, including without limitation: Executive Order 11246 – Equal Employment Opportunity; Executive Order 12612 – Federalism; 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor; Office of Management and Budget Circular A-102; and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements." Contractor shall comply with the following federal certifications and assurances:

22.1. Cargo Preference Requirements (46 U.S.C. 1241; 46 CFR Part 381). Contractor agrees:

- (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and
- (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22.2. Energy Conservation Requirements (42 U.S.C. 6321 et seq; 40 CFR Part 18). Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

22.3. Clean Water Requirements (33 U.S.C. 1251).

- (a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

22.4. Lobbying (39 U.S.C. 1352; 49 C.F.R. Part 20). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part

20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient. Contractor shall complete certification attached hereto as Exhibit B.

22.5 Access to Records and Reports (49 U.S.C. 5325; 2 C.F.R. 200.336 ; 49 CFR 633.17). The following access to records requirements apply to this Contract:

- (a) Because the City is an FTA Recipient and/or a sub grantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) In accordance with 2 C.F.R. 200.333, Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (d) FTA does not require the inclusion of these requirements in subcontracts.

22.6 Federal Changes (49 CFR Part 18). Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(21) dated October 2014) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

22.7 Clean Air Act (42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18).

- (a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

22.8 Recycled Products (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873). Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22.9 No Government Obligation to Third Parties.

(a) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22.10 Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307).

(a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

(b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.(3) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23.11 Government-wide Debarment and Suspension. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that Contractor, its principals, as defined at 49 CFR 29.995, and/or its affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, a copy of which appears as Exhibit A to this Agreement, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

22.12 Civil Rights Requirements. The following requirements apply to the underlying contract:

(a) City as recipient of federal transportation administration funds.

(i) *Nondiscrimination.* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(ii) *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to the underlying contract:

(A) *Race, Color, Religion, National Origin, Sex, Family Status.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(B) *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(C) *Disabilities.* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) *City as federal contractor.* Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

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

(c) *Incorporation of requirements in subcontracts.* Contractor further agrees to include these requirements in each subcontract, modified only if necessary to identify the affected parties.

23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

25. **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.

26. Notices. Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1 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

26.2 Notices to Contractor shall be sent to:

Contractor: D&D Oil
Attention: Doyle Scott
Address: PO Box 276, Murfreesboro, TN 37133

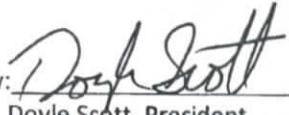
27. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

THE BIDDER SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

CITY OF MURFREESBORO

D & D OIL CO. TN, INC.

By: _____
Shane McFarland, Mayor

By: 
Doyle Scott, President

Approved as to form:

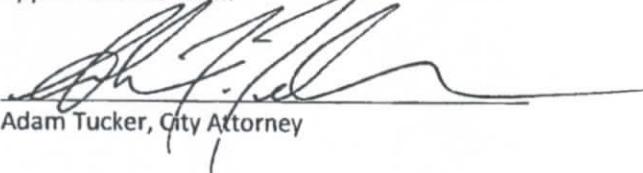

Adam Tucker, City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION
(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower-tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor) certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE Doyle Scott DATE 4-23-19
COMPANY D+D Oil Co, Inc.
NAME Doyle Scott
TITLE President

State of TN
County of Rutherford

Subscribed and sworn to before me this 23rd day of April, 2019.

Notary Public Caylee Shelton Gilliam
My Appointment Expires 2-21-22



EXHIBIT B

CERTIFICATION REGARDING CONTRACTOR'S COMPLIANCE WITH 49 CFR PART 20

Contractor hereby certifies that it will comply with the requirements of 49 CFR Part 20, "New Restrictions on Lobbying".

SIGNATURE Douglas Scott DATE 4-23-19
COMPANY D&D Oil Co., Inc.
NAME Douglas Scott
TITLE President

State of TN

County of Rutherford

Subscribed and sworn to before me this 23rd day of April, 20 19

Notary Public Caylee Shelton Gilliam

My Appointment Expires 2-21-22



COUNCIL COMMUNICATION

Meeting Date: 05/16/2019

Item Title: Banner Request

Department: Street Department

Presented by: Jenny Licsko *jlicsko*

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

Request from the Bruce Gilley Memorial Foundation to hang a banner across East Main Street.

Staff Recommendation

Approve the request for a banner to be displayed by the Bruce Gilley Memorial Foundation to promote the Run For Him 5k/10k from July 21, 2019 to July 31, 2019

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 the Bruce Gilley Memorial Foundation

Bruce Gilley MEMORIAL FOUNDATION

"He died for me, I'll live for Him."

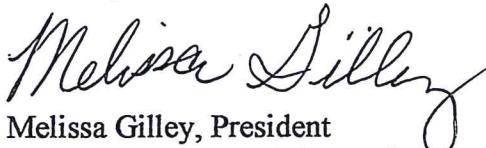
April 9, 2019

Bruce Gilley Memorial Foundation requests permission to hang a banner across East Main Street for the following dates: July 21st- July 31st. The banner will be to promote the Run For Him 5K/10K to be held on August 31st from 7:00 a.m. to 11:00 a.m.

Jenny Licsko has verified these dates are available. Thank you for your time and consideration of this request

The Bruce Gilley Memorial Foundation is a non-profit organization that helps teens and young adults who want to pursue God by offering financial assistance for church camps, missionary trips, and Christian educational opportunities that would otherwise not be able to attend. The run route begins and ends at Belle Aire Baptist Church, running along Old Lascassas Hwy. and N. Rutherford Blvd.

Sincerely,



Melissa Gilley, President
Bruce Gilley Memorial Foundation
3316 Hampton Turner Drive
Murfreesboro, TN 37128
(615) 477-4371
gilley.melissa@gmail.com



COUNCIL COMMUNICATION

Meeting Date: [04/19/2019]

Item Title: Main Street Banners

Department: Administration

Presented by: Angela Jackson, Executive Director of Community Services

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

Main Street Murfreesboro/Rutherford County, Inc. Board has requested reimbursement for the purchase of four sets of banners for downtown.

Staff Recommendation

Approve reimbursement as requested

Background Information

The mission of Main Street Murfreesboro/Rutherford County, Inc. is to maintain, enhance and promote historic Downtown Murfreesboro as the heart of the community. Main Street is a 501(C)(3) non-profit organization that the City of Murfreesboro has historically provided annual financial support as an "Outside Agency." In addition, the City has previously reimbursed Main Street for downtown banners, most recently in 2016.

Council Priorities Served

Engaging Our Community

Banners contribute to the economic vitality of downtown, improve the downtown aesthetic, and encourage tourists and residents alike to look on downtown as a destination. [5/3/2019, Bill Jakes, Main Street Board Chair]

Fiscal Impacts

\$47,994 to be funded from Unforeseen in the current Operating Budget



**Main
Street**
MURFREESBORO

225 WEST COLLEGE STREET
MURFREESBORO, TN 37130
615.895.1887
www.downtownmurfreesboro.com

May 3, 2019

Mayor Shane McFarland
P.O. Box 1139
Murfreesboro, TN 37133

Dear Shane,

On behalf of the Main Street: Murfreesboro/Rutherford County, Inc. Board, we respectfully request \$47,994 to reimburse Main Street for the purchase of four sets of banners for downtown.

There is a long history of the City of Murfreesboro supporting downtown via downtown banners. The initial banners were purchased by the City more than twenty years ago. After so many years of normal wear and tear, the banners needed to be replaced.

Please see the attached minutes of the Main Street Board from the morning of November 10, 2015 describing the intent of a meeting that would occur later that day. The meeting went as planned; Executive Director Kathleen Herzog and then Board Chair Dr. Gloria Bonner met with and received verbal agreement from City Manager Rob Lyons. Kathleen followed up by sending a letter to Mr. Lyons 10 days later describing our understanding of the commitment from that meeting (please see attached). There being no corrections to our characterization of the commitment made at that meeting, and there being consensus by all parties that the banners were vitally important to our downtown, Main Street moved forward with ordering replacement banners.

Main Street's portion of the plan involved subcommittee and full board meetings, as we took on the task of carefully and painstakingly creating and selecting the banner designs and handling every detail of the process as part of the agreed upon partnership with the City. The City reimbursed Main Street in 2016 for the first set of replacement banners. The remaining four sets of banner replacements were completed in 2018. Please see attached invoices from The Very Idea, together totaling \$47,994. It is our hope that the current administration will agree with past administrations that the banners greatly contribute to the economic vitality of downtown, improve the downtown aesthetic, and encourage tourists and residents alike to look on downtown as a destination.

Main Street is most grateful for the City of Murfreesboro's continued annual financial support of our organization. As you are aware, we are a 501(c)(3) non profit organization formed under the auspices of the National Trust for Historic Preservation. We have been a certified Main Street program for 34 years. During that time, we have been proud of the progress our downtown has made in the areas of economic

vitality, design, organization, and promotion. The City's annual funding supports Main Street's many endeavors in each of these four points.

The purchase of banners is outside our budgetary constraints. We would not have undertaken such a purchase without relying in good faith on the City's previous commitment and later understanding in Kathleen and Dr. Bonner's meeting with you on January 23, 2019.

Thank you for consideration of our request. Please let me know if there is anything more we can provide to assist in the positive resolution of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Jakes".

Bill Jakes
Main Street Board Chair

cc: Craig Tindall, City Manager
Bill Shacklett, City Councilman
Melissa Wright, Finance Director and City Recorder/Treasurer

MAIN STREET BOARD OF DIRECTORS
November 10, 2015
Minutes

The Main Street Board of Directors meeting was held on Tuesday, November 10, 2015 in the Heritage Center Reception Hall. The meeting was called to order by Gloria Bonner at 7:30 am. The following board members were present: Gloria Bonner, Sharon Fitzgerald, Sean Gilliland, Bill Jakes, David LaRoche, Sarah Murfree, Brian Robertson, Bill Shacklett, Chanho Sourinho, Tab Talbott, Mary Beth Wilson, and Doug Young. Kathleen Herzog and Michelle Martin were present as staff.

Organization

Minutes

Sharon Fitzgerald moved to approve the minutes of the October board meeting. David LaRoche seconded the motion. Motion passed.

Financials

Michelle Martin gave a financial update, noting receipt of the final county funding for 2015, revenue for Friday Night Live, and Christmas revenue for a net income of \$1717 for October. Net income for the year is over \$32,000. Sharon Fitzgerald moved to approve the financials as presented. David LaRoche seconded the motion. Motion passed.

Promotions

Promotions Committee Meeting

The Promotions Committee met on October 27 to discuss logos. The new Main Street logo and Saturday Market logo have been done and in use during 2015. The main logo was revised with Christmas colors for the holiday season. Sharon Fitzgerald is working on revising and refreshing the JazzFest logo. With JazzFest's 20th anniversary in 2016, it's an appropriate time to roll out a new logo.

The discussion of logos led to discussion of banners. JazzFest banners are 20 years old. There are five other banners used in rotation, with the newest almost 8 years old. Kathleen and Dr. Bonner have had one-on-one conversations with councilmen and have a meeting set for later today with Rob Lyons along with a meeting on Friday with Mayor McFarland. There are 125 banners needed of each design with a cost of approximately \$6,000 each. The city bought banners in the past, so the hope is they will agree to purchase new banners over the next two to three years.

Saturday Market

Kathleen reported that the Market ended with a lot of tears on October 24th after four ugly weather Saturdays in a row.

Trick-or-Treat on the Square

Kathleen advised that Trick-or-Treat on the Square on October 30th was wildly popular. Judy Goldie with Trendy Pieces/Bella's Boutique handed out 3,000 pieces of candy with one per child and Shacklett's Photography handed out 5,000 pieces. It was a gorgeous day and the square was solid people. She noted that the square may need to be officially closed next year.



225 WEST COLLEGE STREET

MURFREESBORO, TN 37130

615.895.1887

www.downtownmurfreesboro.com

November 20, 2015

Rob Lyons
City Manager
P.O. Box 1139
Murfreesboro, TN 37133

Dear Rob,

Thank you so much for taking the time to meet with me and Dr. Bonner regarding the purchase of new banners for Downtown.

Main Street Murfreesboro/Rutherford County, Inc. would like to request \$40,000 over the next two years to replace all six of our current Downtown banners.

The oldest banners are twenty years old, JazzFest, and the newest, the Historic Downtown banner went up in 2009. As we prepare to celebrate the 20th anniversary of the Main Street JazzFest the first week-end in May 2016, it would be so wonderful and appropriate to have new banners representing our new corporate logo.

Currently we have JazzFest, Patriotic, MTSU, Holiday, Historic Downtown, and Saturday Market banners. There are also six PARKING banners we would like to replace. Main Street uses 125 poles. The cost for one set of banners is about \$6,100. The City has helped us in the past with the purchase of banners and with banner arm and brackets. Quite a number of these are missing.

Main Street will continue to manage the schedule of what goes up when and assist the City in every way possible to maintain, enhance and promote historic Downtown Murfreesboro as the heart of the community.

We deeply appreciate your guidance and commitment to this project. Your continued support of Main Street and our beloved Downtown is extremely gratifying.

Sincerely,

Kathleen Herzog
Executive Director

cc: Gloria Bonner, Main Street Board Chair



**SIGNS
SHIRTS
AWNINGS
EMBROIDERY
ADVERTISING**

626 WEST COLLEGE, MURFREESBORO, TN 37130
(615) 893-7665 (615) 893-7662 FAX

emailed 4/18/18 11:56

INVOICE #: 80110

DATE: Mar 29, 2018

Duplicate

SOLD TO:

MAIN STREET, INC.
225B WEST COLLEGE STREET
MURFREESBORO, TN 37130

DUE DATE: _____

SALES REP: 17

SHIPPED TO:

Customer PO

8951897

KATHLEEN

Net Due

Courier

4/29/18

| Quantity | Description | Unit Price | Extension |
|----------|--|------------|-----------|
| 15.00 | *** MARKET MAIN ST. BANNERS 15.00 SUNBRELLA AVENUE BANNER, 23"W X 66"H FINISHED SIZE, SCREEN PRINT 3 COLOR, DOUBLE SIDED, POLE POCKETS TOP & BOTTOM 2 PLY GINKGO SUNBRELLA FABRIC, 1 GROMMET TOP & BOTTOM "MAIN ST MURFREESBORO" CUSTOMERS CORN & TOMATO ARTWORK (11478) | 226.00 | 3,390.00 |
| | | | |
| | | | |

SIGNATURE:

THANK YOU FOR YOUR BUSINESS!

PLEASE PAY FROM THIS INVOICE

TERMS: ALL INVOICES PAYABLE IN FULL UPON RECEIPT. 1 1/2% PER MONTH (18% ANNUALLY)
WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS PAST DUE; ALSO ALL ATTORNEY FEES,
COST AND LEGAL INTEREST AS PART OF THE MATERIALS PURCHASED, IN THE EVENT THIS
ACCOUNT BECOMES DELINQUENT AND LEGAL ACTION IS NECESSARY FOR COLLECTION.

ALL ORIGINAL ARTWORK PROPERTY OF THE VERY IDEA UNLESS EXPRESSED OTHERWISE.

| | |
|----------------------|-------------------|
| Subtotal | 3,390.00 |
| Freight | |
| Sales Tax | |
| Total Invoice Amount | 3,390.00 |
| Payment Received | 0.00 |
| TOTAL | \$3,390.00 |

The Very Ideal

15 Market banners

5/14/2018

3,390.00

P A Y M E N T R E C O R D

Checking - Pinnacle

Invoice 80110

3,390.00

10409 J158112 (4/17)



104091

Rev 2/14



**SIGNS
SHIRTS
AWNINGS
EMBROIDERY
ADVERTISING**

626 WEST COLLEGE, MURFREESBORO, TN 37130
(615) 893-7665 (615) 893-7662 FAX

mailed 5/11/18 MB

INVOICE #: 80562
DATE: May 11, 2018

SOLD TO:

SHIPPED TO:

MAIN STREET, INC.
225B WEST COLLEGE STREET
MURFREESBORO, TN 37130

DUE DATE: _____
SALES REP: 17

Customer PO

8951887

KATHLEEN

Net Due

Courier

5/11/18

| Quantity | Description | Unit Price | Extension |
|----------|--|------------|-----------|
| 126.00 | *** PATRIOTIC MAIN ST. BANNERS 126.00 SUNBRELLA AVENUE BANNER, 23"W X 66"H FINISHED SIZE, SCREEN PRINTED, 2 COLOR RED & WHITE IMPRINT "MAIN ST MURFREESBORO", CUSTOMERS FLAG ARTWORK, DOUBLE SIDED SINGLE PLY ON PACIFIC BLUE SUNBRELLA, 3.5" POLE POCKETS TOP & BOTTOM, 1 GROMMET TOP & BOTTOM (11498) | 118.00 | 14,868.00 |

SIGNATURE:

THANK YOU FOR YOUR BUSINESS!

PLEASE PAY FROM THIS INVOICE

TERMS: ALL INVOICES PAYABLE IN FULL UPON RECEIPT. 1 1/2% PER MONTH (18% ANNUALLY)
WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS PAST DUE; ALSO ALL ATTORNEY FEES,
COST AND LEGAL INTEREST AS PART OF THE MATERIALS PURCHASED, IN THE EVENT THIS
ACCOUNT BECOMES DELINQUENT AND LEGAL ACTION IS NECESSARY FOR COLLECTION.

ALL ORIGINAL ARTWORK PROPERTY OF THE VERY IDEA UNLESS EXPRESSED OTHERWISE.

| | |
|----------------------|--------------------|
| Subtotal | 14,868.00 |
| Freight | |
| Sales Tax | |
| Total Invoice Amount | 14,868.00 |
| Payment Received | 0.00 |
| TOTAL | \$14,868.00 |

The Very Ideal

126 patriotic banners

5/30/2018

14,868.00

P A Y M E N T R E C O R D

Checking - Pinnacle

Invoice 80562

14,868.00

10409 J158112 (4/17)

104091

Rev 2/14



SIGNS
SHIRTS
AWNINGS
EMBROIDERY
ADVERTISING
615.893.7665

626 W. COLLEGE ST | MURFREESBORO, TN 37130

Invoice #: 80763

Date: Jun 1, 2018

MAIN STREET, INC.
225B WEST COLLEGE STREET
MURFREESBORO, TN 37130

DUE DATE: _____

SALES REP: 17

Customer PO

8951887

KATHLEEN

Net Due

Courier

7/1/18

| Quantity | Item | Description | Unit Price | Extension |
|----------|--|-------------|------------|-----------|
| 126.00 | *** CUPOLA MAIN ST. BANNERS SUNBRELLA AVENUE BANNER, 23"W X 66"H FINISHED SIZE, SCREEN PRINTED, WHITE IMPRINT "MAIN ST MURFREESBORO" WITH CUPOLA, DOUBLE SIDED SINGLE PLY ON AZURE BLUE SUNBRELLA, 3.5" POLE POCKETS TOP & BOTTOM, 1 GROMMET TOP & BOTTOM (11527) | | 118.00 | 14,868.00 |

INSTALL: YES NO
DELIVER: YES NO

| | |
|----------------------|--------------------|
| Subtotal | 14,868.00 |
| Freight | |
| Sales Tax | |
| Total Invoice Amount | 14,868.00 |
| Payment Received | 0.00 |
| TOTAL | \$14,868.00 |

The Very Ideal!

7/16/2018

126 cupua banners; invoice 80763

14,868.00

P A Y M E N T R E C O R D

Checking - Pinnacle

Invoice 80763

14,868.00

10409 J158112 (4/17)



104091

Rev 2/14



626 WEST COLLEGE, MURFREESBORO, TN 37130
(615) 893-7665 (615) 893-7662 FAX

SOLD TO:

MAIN STREET, INC.
225B WEST COLLEGE STREET
MURFREESBORO, TN 37130

SHIPPED TO:

DUE DATE: _____
SALES REP: 17

Customer PO

8951887

KATHLEEN

Net Due

Courier

7/5/18

| Quantity | Description | Unit Price | Extension |
|----------|--|------------|-----------|
| 126.00 | *** CHRISTMAS MAIN ST. BANNERS SUNBRELLA AVENUE BANNER, 23"W X 66"H FINISHED SIZE, SCREEN PRINTED, GREEN YELLOW & WHITE IMPRINT "MAIN ST MURFREESBORO" WITH CHRISTMAS TREE, DOUBLE SIDED SINGLE PLY ON LOGO RED SUNBRELLA, 3.5" POLE POCKETS TOP & BOTTOM, 1 GROMMET TOP & BOTTOM (11527) | 118.00 | 14,868.00 |

SIGNATURE: *Vincent Cantwell*

THANK YOU FOR YOUR BUSINESS!

PLEASE PAY FROM THIS INVOICE

TERMS: ALL INVOICES PAYABLE IN FULL UPON RECEIPT. 1 1/2% PER MONTH (18% ANNUALLY)
WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS PAST DUE; ALSO ALL ATTORNEY FEES,
COST AND LEGAL INTEREST AS PART OF THE MATERIALS PURCHASED, IN THE EVENT THIS
ACCOUNT BECOMES DELINQUENT AND LEGAL ACTION IS NECESSARY FOR COLLECTION.

ALL ORIGINAL ARTWORK PROPERTY OF THE VERY IDEA UNLESS EXPRESSED OTHERWISE.

| | |
|----------------------|--------------------|
| Subtotal | 14,868.00 |
| Freight | |
| Sales Tax | |
| Total Invoice Amount | 14,868.00 |
| Payment Received | 0.00 |
| TOTAL | \$14,868.00 |

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: CIP Funds Transfer

Department: Finance

Presented by: Melissa Wright, City Recorder/Finance Director

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:

Jordan Farm Soccer

\$1,000,000,000 is needed for the Jordan Farm Soccer project lighting improvements. It was requested that this amount be transferred from the West Park project. After this transfer, funds remaining in the 2018 Bond fund for West Park will be \$2,930,472.10.

Police Cars

After the final draw of the 2014 TMBF funds it was determined that \$3,883.56 of the cost of the Socrata Finance Software did not meet eligibility requirements for the use of TMBF funds. This amount is for software maintenance (operating expense) rather than software cost (capital). Therefore, it was requested that this amount be added to the amount previously transferred to the Police Cars line item.

Fiscal Impacts

None

Attachments

1. CIP Funds Transfer Request – 2018 Bond for Jordan Farm Soccer Lighting Improvements
2. CIP Funds Transfer Request – 2014 TMBF for purchase of Police cars



CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2018 Bonds

Transfer CIP funds from:

Recreation West Park

\$ (1,000,000.00)

Transfer CIP funds to:

Recreation Jordan Farm Soccer

\$ 1,000,000.00

TOTAL TRANSFER

\$ (1,000,000.00)

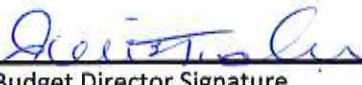
TOTAL TRANSFER

\$ 1,000,000.00

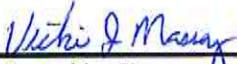
Explanation: It has been requested that \$1,000,000 be transferred from the West Park project to the

Jordan Farm Soccer project for lighting improvements. After this transfer, the remaining 2018 Bond

funds for the West Park project will be \$2,930,472.10.

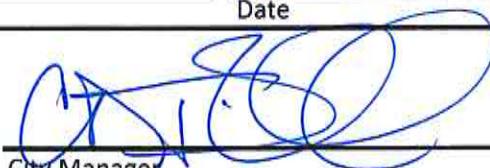

Budget Director Signature

5-2-19
Date


Reviewed by Finance

5-2-19
Date

Approved


City Manager

Declined

5-2-19
Date

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



... 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 \$ (3,883.56)

Transfer CIP funds to:

Police Cars \$ 3,883.56

TOTAL TRANSFER \$ (3,883.56)

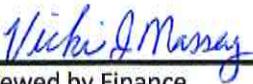
TOTAL TRANSFER \$ 3,883.56

Explanation: After the final draw of the 2014 TMBF funds it was determined that \$3,883.56 of the cost of the Socrata Open Finance Software did not meet eligibility requirements for the use of TMBF funds. This amount is for software maintenance cost (operating expense) rather than the software cost (capital). Therefore, it is requested that this amount be added to the amount previously transferred to the Police Cars line item.


Budget Director Signature

5-7-19

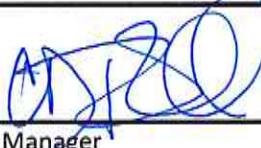
Date


Reviewed by Finance

5-7-19

Date

Approved


City Manager

Declined

5-7-19

Date

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

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Professional Services Contract – Engineering Analysis of Sewer Flow Monitoring

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 enter into another one-year professional services contract with ADS, LLC for the engineering analysis and reporting on the findings of the permanent and temporary sewer flow monitoring.

Staff Recommendation

Staff recommends the City Council to accept entering into a one-year professional services contract with ADS with the option to renew for two additional one-year periods if we remain satisfied with the quality and performance of their work and deliverables.

Background Information

Currently the Department is contracted with ADS, LLC to operate and maintain the Department's nineteen (19) permanent flow monitors and seven (7) rain gauges, to analyze data recorded from these monitors and to report on this data annually. These annual reports, report wet and dry weather capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. They also are contracted to perform temporary flow monitoring, analyze the temporary data recorded and report findings as well as perform field investigations. The current Professional Services Contract is in its third year and is set to expire June 30, 2019.

ADS has the professional expertise, equipment and personnel (both office and field) to continue to provide service to the Department. We wish to continue to contract their professional service as we have in various forms over the last 27 years. This upcoming contract is written identical to the existing contract, which has been reviewed by Legal in the past. There is an option to extend for two additional one-year periods; however, pricing is not set for Years 2 & 3. Years 2 & 3 pricing will be negotiated based on the CPI for the Southern Region.

Even though this upcoming contract has been reviewed and accepted in the past, the approval is still subject to Legal's approval as to form.

Council Priorities Served

Excellent Services with a Focus on Customer Service

The sewer flow monitoring gives staff information on the capacity of the sewer system and whether there is excessive infiltration and inflow of groundwater into the system as well. Having this information allows staff to determine where to focus on sewer rehabilitation which in turn focuses on maintaining excellent sewer service.

Fiscal Impacts

The use of the quantities/units listed in the contract will be within the estimated budget amount for 2019-2020 of \$300,000. The Long-Term Monitoring and Temporary Flow Monitoring quantities/units are completely used; however, the Field Inspections change from year to year, so this portion of the total is used within the budgeted amount.

Attachments:

1. Professional Services Contract

MURFREESBORO WATER & SEWER DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT

Flow Monitoring and Field Inspection Services

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as of _____, by and between the City of Murfreesboro, Tennessee ("City"), a municipal corporation in the State of Tennessee, and ADS LLC ("Engineer"), a Delaware limited liability company, doing business in the State of Tennessee and employing professional engineers duly licensed in the State of Tennessee.

1. Duties and Responsibilities of ENGINEER. Engineer will provide the following services in accordance with the requirement set forth below and consistent with the terms and conditions herein:

1.1 Long Term Flow Monitoring Services

- a. Maintain the currently owned 19 ADS long term flow meters, 7 rain gauges and 1 ECHO Level Monitor according to the manufacturer's specifications.
- b. Perform remote diagnostics and service for all meters and rain gauges.
- c. Collect all data at least once a week and assure that meter is properly functioning.
- d. Deliver long term monthly data using interactive web-based tool that enables sites to be viewed and data summarized and archived in tables, hydrographs and scattergraphs to MWSD and others as per MWSD desire and conduct an in-house meeting at the MWSD Engineering Annex.
- e. Provide FlowView, an interactive Internet based hosted site that allows users near real time access to flow and rain information, graphing and alarming.
- f. Provide one Capacity Performance Summary Report and Wet Weather Performance Summary Report per year for up to 10 significant storm events.

1.2 Temporary Flow Monitoring Services

- a. Provide temporary flow monitoring installation, calibration, maintenance, data retrieval, basic analysis, data transfer and meter removal using ADS temporary flow meters. All data must be provided using ADS Profile software or other agreed method. Maintenance shall include replacing faulty sensors and batteries in such a manner so that data acquisition is interrupted as little as possible.
- b. Share temporary flow data by using an interactive web base tool that enables sites to be viewed and data summarized and archived in tables, hydrographs and scattergraphs.

1.3 Temporary Flow Monitoring Specifications

- a. Temporary flow meters must be capable of continuously measuring pressure depth and velocity at 5 – 15 minute intervals. Depth sensors must be capable of measuring depths from 1.0 and 120 inches by use of a pressure depth sensor to an accuracy of +/-0.35 inches. In addition to pressure sensors, ultra

sonic sensors capable of measuring depth to within 0.125 include shall also be required. Velocity sensors must be capable of measuring velocities from -5.0 to 15.0 fps at depths greater than 1.0 inches to an accuracy of +/-0.04 ft/sec for velocities less than 5.0 fps.

- b. Each flow meter must record a valid depth and velocity value for at least 92% (uptime) of the 15-minute readings for the entire study period.
- c. Prior to delivery, temporary flow monitoring shall have basic analysis conducted utilizing ADS Profile data analysis software. Basic analysis must include the removal of significant increases and decreases of flow data points with respect to surrounding data points ("pops and drops") and gross calibration adjustments. Data must be directly compatible with upstream or downstream long-term monitoring data format. Detailed data analysis and flow balancing will be accomplished by ADS staff.
- d. The Engineer shall maintain each flow meter as per manufacturer's specifications.
- e. The Engineer shall provide certification regarding their familiarity with and ability to operate, maintain and analyze data obtained from, ADS Triton and Triton+ flow meters and Rain Alert III Tipping Bucket rain gauges. The Engineer's crews shall be certified by the factory to maintain the Intrinsically Safe (I.S.) MWSD owned Triton flow monitors.
- f. The Engineer shall visit each site frequently enough to assure proper meter operation. Logs shall be maintained for each maintenance visit that note the time and date; meter vs. measured depth and velocity values and any corrections required. These logs shall be made available to the City at monthly intervals.

1.4 Field Inspection Services

- a. Coordinate with MWSD staff to develop various specific I/I location and reduction projects.
- b. Location of wet weather RDII through manhole inspections, smoke testing, dye flooding, wet weather inspections, flow isolations and other means that you consider to be effective. Wet weather inspections and flow isolations will typically be conducted starting within 12-24 hours of a significant storm events that results in Waste Water Treatment Plant flow exceeding 20 MGD (8-13 MGD being typical dry weather rates).
- c. Evaluate effectiveness of previous I/I identifications studies and rehabilitation methodology.
- d. Assist MWSD staff in determining the need for and best methodology to remove I/I from private sources. This will involve both rehabilitation methodology and concerns regarding work on private property.
- e. Identify and advise the City concerning any observations you may have regarding the overall state of their I/I reduction program.

- f. Attend meetings with MWSD staff and other service providers (wet weather TV inspection and rehabilitation) as requested.
- 1.5 Project Office. The Engineer shall maintain a project office within Murfreesboro, TN and be available on very short notice to begin field tasks.
- 1.6 Street Work. The Engineer shall coordinate with the city of Murfreesboro Traffic Engineering for traffic contract during work at each designated location if such is required. When working in or near lanes of traffic, the Engineer shall provide warning signals and/or flagmen as required by the Manual on Uniform Traffic Control Device, latest revision issued by the Tennessee Department of Transportation, and shall conduct work in such a way as to cause a minimum of inconvenience to motorists.
- 1.7 Flow Interruptions. Any required interruptions of flow through manholes, wet wells, pump stations or any other portion of the plant sanitary sewer system shall be coordinated with and approval received from the Water and Sewer Department Operations and Maintenance and the Waste Water Treatment Plant prior to the interruption.
- 1.8 Dangerous Structures. Prior to entering structures, an evaluation of the atmosphere shall be conducted to determine the presence of toxic, flammable vapors or possible lack of oxygen. The evaluation shall be in accordance with local, state and federal safety regulations.
- 1.9 Manholes. Manhole inspections must be conducted according to the City's newly reorganized and structured forms and entered into new database format as directed. In addition, manhole/pipe connections and the portion of pipe that can be reasonable viewed shall also be inspected. Manhole inspection shall be conducted utilizing manned entry or a manhole inspection camera approved by MWSD. The basic inspection, including obtaining dimensions and general condition, maybe obtained under any weather condition. However, in those manholes suspected of contributing I/I, the manhole inspection shall not be finalized until it is observed during wet weather conditions. This portion of the manhole inspection can be considered as a part of the wet weather inspection process.
- 1.10 Wet Weather Inspections. Wet weather inspection will be performed for the purpose of isolating particular areas of the sewer system that are receiving significant Rain Dependent Infiltration or Inflow. Manholes in the areas where upstream clear rain induced flow is observed or flow isolation indicates significant I/I must be opened and viewed during the wet weather conditions and any "leaks" documented and photographed. Of particular importance is that SSO area be observed during wet weather. It must, therefore, be conducted when these conditions are present. The Engineer must be available for wet weather inspection within 12-24 hours of being notified that waste water treatment plant flows exceed 20 MGD. This varies by season but typically requires a cumulative rain total of about 4 inches over a several day period. Wet weather inspection results shall be documented by updating previous field forms, through photographs and preparation of a brief written report.
- 1.11 Flow Isolation. Flow Isolation shall be conducted between midnight and 6:00 AM during high groundwater conditions typically within a 12-24 hour period following cessation of run-off resulting from a significant rain event. Flow isolation shall proceed from

upstream portions of the system to downstream portions and shall take into account estimated sewerage travel time. Flow isolation logs shall be prepared by Engineer that include date, time, isolation location, flow quantity, infiltration estimate, sum of upstream isolation flow quantities (if upstream sewers not plugged) and pertinent comments. These logs shall be provided to the City upon completion of this project.

- 1.12 **Smoke Testing.** Smoke testing must be done during dry weather conditions. MWSD newly revised and approved field forms shall be used and data may be required in electronic format already entered into the new database format. MWSD typically considers dry weather conditions to exist when no rain exceeding 0.25-inch per 24 hours has occurred within the previous 24 hours and the ground is not visibly wet from smaller events or from larger events that occurred more than 24 hours in the past.
- 1.13 **Dye Testing.** Dye testing shall consist of flooding a potential I/I source with dyed water and observing the most immediate downstream manhole and noting whether dyed water is observed along with the time and quantity of the observed dye. Dye flooding is the best accomplished during an actual storm event. However, a storm event may be simulated by use of a jet truck or some similar water source. All observations shall be documented with photographs and diagrams on a field form.
- 1.14 **Occupational Safety.**
 - a. Engineer will comply at all times with OSHA/TOSHA requirements, including, but not limited to, all OSHA related confined space entry requirements (29 CFR 1910.146) shall be conformed to including: ventilation, protecting clothing, availability of oxygen, harnesses, etc.
 - b. Under 39 CFR 1910-146 Section (c), paragraph (9), responsibilities of the Engineer include the following:
 - 1) Engineer must comply with the permit space requirements that apply to the City.
 - 2) Obtain from the City any available information regarding the permit space hazards and entry operations.
 - 3) Coordinate entry operations with City if both City personnel and Engineer personnel will be working simultaneously as authorized entrants in the permit space.
 - 4) Describe to City the permit space program that will be followed and advise City of any hazards encountered or created in the permit space.
- 1.15 **Quality and Safety.** The ENGINEER shall provide assurance that they maintain and enforce quality processes and safety standards for all field service work. The Engineer shall provide evidence that they maintain and enforce a quality process of ensuring data integrity in all data analysis.
- 1.16 **Miscellaneous.**
 - a. The Engineer shall submit satisfactory evidence of having the manpower, facilities, equipment, and a program to offer the operations and data processing services required by this specification.

- b. The Engineer shall manage and coordinate each of the long-term monitoring, temporary monitoring and field inspection portions of this agreement. The Engineer shall compare flow monitoring results with field investigation results and assist MWSD regarding its task of determining to what extend I/I sources have been locate.
- c. The Engineer shall attend meetings with other team members including the wet weather TV contractor, the rehabilitation contractor and MWSD staff and give presentation regarding their portion of the tasks and provide options regarding the overall project.

2. **Duties and Responsibilities of the City.** The City shall provide the following items at no additional cost to the Engineer: (i) detailed location maps for each field inspection and metering site; (ii) physical access to each manhole to be inspected or meter. All meter sites are accessible by regular vehicle or a reasonable walk; and (3) Linear footage and inch-mile data upstream of each flow meter.

3. **Term.**

- 3.1 The term of this contract shall be between July 1, 2019 and June 30, 2020 or as extended by the City. The City may opt to renew this Agreement for two additional one-year periods.
 - a. Should the City desire to renew the contract, a written preliminary notice will be furnished to the Engineer prior to the expiration date of the contract; provided however, this preliminary notice will not be deemed to commit City to renew.
 - b. Upon receipt of City's preliminary notice, the Engineer shall submit a written agreement to continue contract performance for an additional one-year period.
- 3.2 In all cases contract renewals shall be approved by Council, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

4. **Payment to Engineer.** The City shall pay Engineer's invoices within 30 days after the date they are issued by Engineer. The City shall pay the Engineer as follows for tasks that the City requests the Engineer to perform.

5. **Fee Schedules.** Engineer will be compensated in accordance with the following table for the work indicated therein. All unit prices will remain unchanged during the first year. Should the City opt to renew the contract, the City and Engineer will discuss adjustment of the unit prices but in no event will unit prices increase greater than the CPI (Southern Urban All Items (1982-1984=100)) as last reported by the U.S. Bureau of Labor Statistic as of the expiration date of the then current term of the Agreement.

5.1 Long Term Flow Monitoring

| Item | Description | # of Units | 2019-2020 YEAR 1 Unit Price | 2019-2020 YEAR 1 Total Price ⁽¹⁾ |
|--|---|------------|--------------------------------------|---|
| 1 | Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 19 meters. | 228 | \$ 832.09 | \$ 189,717.56 |
| 2 | Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 7 Rain Gauges. | 84 | \$ 286.83 | \$ 24,093.68 |
| 3 | Wet Weather and Capacity Performance Summary Report | 1 | included | |
| 4 | FlowView Operations Set-up for additional sites added to network | 26 | \$265.83 | 6,911.52 |
| 5 | FlowView Operations Monthly Service per site per month | 312 | \$ 42.53 | \$ 13,270.88 |
| 6 | ECHO Service, Wireless & FlowView Monthly Charge | 12 | \$103.20 | \$ 1,238.43 |
| Notes: ⁽¹⁾ Future years 2 & 3 indexed to CPI increases | | | | Total: \$ 228,320.55 |

*Monthly service items will be billed at the beginning of the month for which services are to be provided.

**FlowView Set-up fee is a one-time event at the initial set up. Monthly service fee starts immediately upon setup.

5.2 Temporary Flow Monitoring

| TFM | # of Monitors | # of Days | YEAR 1 Rate | Total |
|---|---------------|-----------|---------------|--------------------|
| Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1 st 30 days | 6 | 30 | \$143.54 | \$25,837.63 |
| Collect, Confirmation, Analysis for days>30* | 6 | 30 | \$74.43 | \$13,397.56 |
| | | | Total: | \$39,235.19 |

*Temporary Flow monitoring extensions assumes extensions in increments of 1 month (30 days)

5.3 Field Inspections (SSES)

| SSES | Number | Units | YEAR 1 Rate | Total |
|---|---------|-------|---------------|---------------------|
| Flow Isolation Readings | 50 | each | \$248.81 | \$12,440.37 |
| Wet Weather Inspection | 40 | Hrs. | \$267.95 | \$10,718.05 |
| Manhole Inspection with Data Entry | 400 | each | \$106.33 | \$42,530.78 |
| Smoke Testing w/ Data Entry | 100,000 | Lf. | \$0.45 | \$44,924.00 |
| Dye | 25 | each | \$398.73 | \$9,968.28 |
| PM Consultation | 10 | Hrs. | \$153.11 | \$1,531.09 |
| Field Crew Rate | 0 | Hrs. | \$223.29 | |
| TOTAL (using estimated quantities) | | | Total: | \$122,112.57 |

6. Termination

6.1 For Breach. In the event that any of the provision of the Contract are violated by the ENGINEER, the City may serve written notice upon the ENGINEER of its intention to terminate the Contract, and unless within seven (7) days after the serving of such notice upon the ENGINEER such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seven (7) days. Such termination shall not relieve the

ENGINEER of any liability to the City for damages sustained by virtue of any breach by the ENGINEER.

- 6.2 **For Lack of Funding.** Should funding for this contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the Engineer.
- 6.3 **For Convenience.** Either party may terminate this contract at any time upon 30 days written notice to the other Party. In that event, the Engineer shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date and City shall be entitled to completion of all work begun at the time of notice of termination.

7. **Compliance with Laws.** The Engineer agrees to comply with any applicable federal, state, and local laws and regulations.

8. **Notices.**

- 8.1 Notices to the City including but not limited to notice of assignment of any rights to money due to the Engineer under this Contract must be mailed or hand delivered as follows:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

With a copy to:

Darren Gore
Director
Water & Sewer Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

- 8.2 Notices to the Engineer shall be mailed or hand delivered to:

Luis Mijares
ADS Environmental Services
340 The Bridge Street, Suite 204
Huntsville, AL 35806.

9. **Maintenance of Records.** The Engineer shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of the Engineer, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council and/or the Water and Sewer Board may be required. Minor modifications to the Contract may be approved by the Director of the Water and Sewer Department and /or the City Manager in lieu of the City's signatory hereto.

11. **Partnership/Joint Venture.** Nothing herein shall in anyway 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
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.** The Engineer shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying of any individual due to race, creed, color, national origin, age, sex, 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, or disability in its hiring and employment practices, or in admission to, access to, operation of its programs, services, and activities. With regard to all aspects of this Contract, the Engineer certifies and warrants it will comply with this policy.
15. **Indemnification and Hold Harmless.** The Engineer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Engineer, its officers, employees and/or agents, including its sub- or independent Engineers, in connection with the performance of the Contract, and, any claims, damages, penalties, costs and attorney fees arising from any failure of Engineer, its officers, employees and/or agents, including its sub- or Independent engineers, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
16. **Insurance.** The Engineer must maintain commercial general liability and professional liability insurance for bodily injury and property damage cover at a minimum \$1,000,000 and workers' compensation insurance as required by the State of Tennessee. ENGINEER WILL PROVIDE TO CITY BEFORE ANY WORK IS UNDERTAKEN A CERTIFICATE OF INSURANCE DEMONSTRATING THE REQUIRED CGL AND PROFESSIONAL LIABILITY COVERAGE IS IN PLACE AND AN ENDORSEMENT TO THE REQUIRED CGL LIABILITY POLICY THAT ENDORSES THE CITY OF MURFREESBORO AS AN ADDITIONAL INSURED. The Engineer must notify the City prior to the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
17. **Successors and Assigns.** The provisions of the Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Engineer under this Contract, neither this Contract nor any of the rights and obligations of the Engineer hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release the Engineer from its obligations hereunder.
18. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

19. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and /or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the ENGINEER may provide.
20. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
21. **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.
22. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the ENGINEER and then approved by the City Council and signed by the Mayor. When it has been so signed, the Contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

ADS, LLC

By: Shane McFarland
Its: Mayor

by: _____
Its: _____

Approved as to form:

Craig D. Tindall, City of Attorney

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

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 | \$51.22 | \$61.60 | \$50.96 | \$61.25 | \$57.05 | \$66.24 | |
| May | | | | | | | |
| Jun | | | | | | | |

MWRD OPERATIONS & MAINTENANCE

ASPHALT PURCHASES

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Department Participation-Sewer Replacement and Upsizing with Mainstay Suites project

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 received construction plans for the Mainstay Suites for review of the project. There is an existing section of 10" sewer main on-site with a section of existing 12" sewer main upstream, flowing into this 10" main. Staff has studied the area and has determined that it would be in the Department's best interest to upsize the section of 10" sewer to 12" through the Mainstay Suites. Staff would like to contract with the Developer to upsize this section of sewer, using our participation policy and development contract, so it can be constructed/upsized during their construction of the hotel and on their schedule by their contractor. Staff doesn't feel that the Mainstay Suites development should have to pay for the costs associated with the upsize. The Mainstay Suites Developer has agreed, if the Board approves the payment of the full cost, to upsize this section of sewer main in the amount of \$45,300.

Staff Recommendation

It is recommended the City Council approve to fully fund the upsize of the sanitary sewer main from 10" to 12".

Background Information

Staff received construction plans for the Mainstay Suites the beginning of January this year for detailed review of the project. During our review of the project staff discovered that we have somewhat of a unique situation with the existing sewer mains in this area. It has been verified that there is an existing 10" sewer main on-site extending from John Rice Blvd to the east and under I-24 for a total of two sections of 10" sewer. What is unique about this is that there is a 12" sewer main upstream, west of John Rice Blvd, feeding into this 10" main as well as an 8" sewer main from the south. It is not a typical occurrence to find this situation, with a larger line feeding into a smaller line, and I myself only know of one other location in the sewer system that this occurs.

Staff has studied the area served by this 10" sewer main and has determined that it would be in the Department's best interest to upsize the section of 10" sewer through

the Mainstay Suites. The upsizing of this line is best to serve this area collectively due to the area being developed at a higher density than originally planned and not because of this Mainstay Suites project. The Mainstay Suites project does not affect the size of this section of 10" main simply because they are connecting to an existing manhole at the rear of the site. But staff would like to contract with the Developer to upsize this section of sewer, using our participation policy and development contract, so it can be constructed/upsized during their construction of the hotel and on their schedule by their contractor. Staff doesn't feel that the Mainstay Suites development should have to pay for the associated engineering, construction or inspection & video costs for this upsize again because they are not affecting the size of this section.

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.

The Mainstay Suites Developer has agreed, if the Council approves the payment of the full cost, to upsize this section of sewer main. He has received engineering and construction costs associated with the upsize of this 120 linear feet of sewer main and they are attached. The total cost is \$45,300. If rock is not encountered during the replacement, then this amount will be reduced by \$5000. We request to fund the full amount for the construction of the upsize.

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

This amount is requested to come from the Department's working capital reserves. There are adequate reserves to fund this amount.

Attachments:

1. Engineers Estimate
2. GIS Exhibit

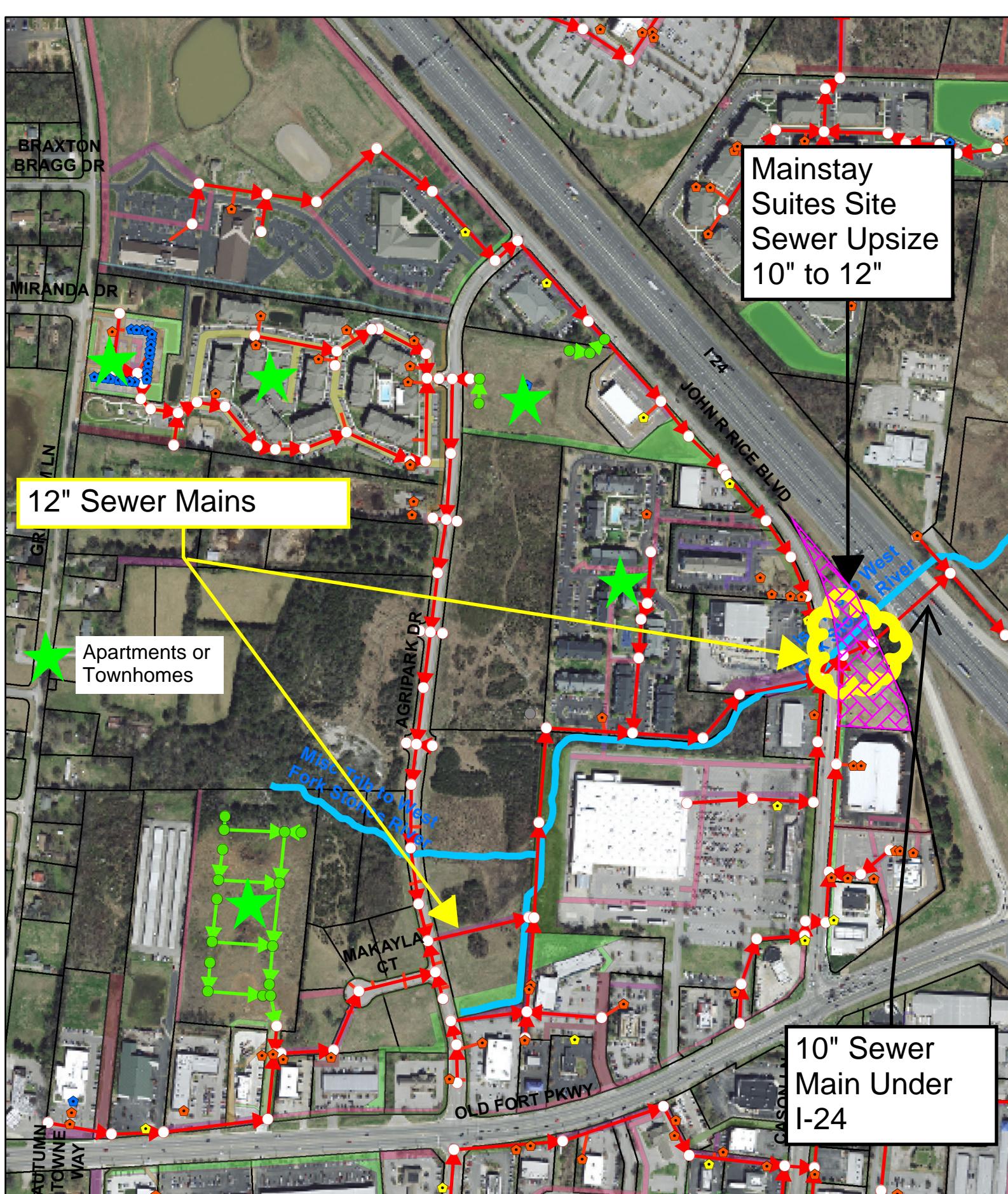


ARNOLD CONSULTING

SCHEDULE OF VALUES & UNIT PRICES Job: MAINSTAY SUITES - MURFREESBORO, TN

Date: 4/9/2019 Estimator: K Golden
Contact: City of Murfreesboro - Water Resources Department Phone: 270-780-9445
Phone: 615-893-1223 Fax: 270-780-9873
Fax:

| Phase | Description of Item | Qty. | Unit Cost | Item Total | Phase Total |
|--------------------|---|--------|------------|-------------|--------------------|
| ENGINEERING/SURVEY | ENGINEERING SEWER LINE & GENERATE LEGAL DESCRIPTION... LS | 1.00 | \$3,500.00 | \$3,500.00 | \$3,500.00 |
| SANITARY SEWER | MOBILIZATION... LS | 1.00 | \$1,500.00 | \$1,500.00 | |
| | DIG IN AN CORE EX MH... LS | 1.00 | \$4,000.00 | \$4,000.00 | |
| | UPGRADE FROM 10" PVC TO 12" SDR-26... LF | 120.00 | \$225.00 | \$27,000.00 | |
| | CORE EX MH AND CONNECT NEW SEWER... LS | 1.00 | \$2,800.00 | \$2,800.00 | |
| | RESTORATION - SEED & STRAW... LS | 1.00 | \$1,500.00 | \$1,500.00 | |
| | ROCK REMOVAL - ALLOWANCE... LS | 1.00 | \$5,000.00 | \$5,000.00 | |
| TOTAL | | | | | \$41,800.00 |
| TOTAL | | | | | \$45,300.00 |



Murfreesboro Water Resources Department

Mainstay Suites
Sewer Main Upsize



1 Inch = 450 Feet



COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Purchase of Crane & Truck Bed (*previously owned*)

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 approved FY 2019 O&M's Distribution Capital Budget under Replacement Vehicles is a line item for \$50,000. Staff is requesting to replace the truck bed and crane for Unit #93. This unit is primarily used when installing main line taps, fire hydrants, and handling heavy meter vaults.

Staff Recommendation

Staff recommends the purchase of a previously owned crane and truck bed with funding coming from the FY 2019 budgeted capital account.

Background Information

After exploring current market costs between new and used equipment, it was determined a used crane would be a cost-effective solution. We are requesting approval to purchase a used National Crane Model 400B located at Utility Equipment Service (UES). We have personally inspected it and it is in very good condition with only 280 PTO hours. Our current crane's lifting capacity is 8,000 lbs. and this crane has a lifting capacity of 20,000 lbs. which is needed to handle meter vaults. UES will provide a 90-day part and labor warranty and a trade in value of \$5,000 for our current crane.

Council Priorities Served

Excellent Services with a Focus on Customer Service

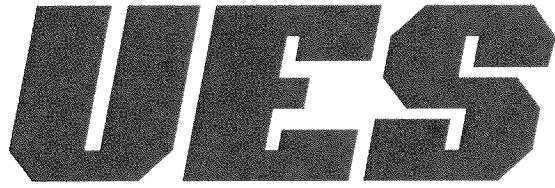
By maintaining equipment in good operating condition, tasks can be performed effectively and efficiently for our customers.

Fiscal Impacts

The cost of the reference equipment is in the amount of \$44,500. The total amount budgeted included in the rate funded capital budget for FY 2019 is \$50,000. (Mounting is included in pricing.)

Attachments:

1. Utility Equipment Service, Inc. – Quote & Photos



UTILITY EQUIPMENT SERVICE, inc.

4584 Tom Lunn Road
P O Box 579
Spring Hill, TN 37174
Phone: 931-489-0900
Fax: 931-489-1084
www.1ues.com

April 15, 2019

City of Murfreesboro
Operations and Maintenance
1725 South Church Street
Murfreesboro, TN. 37129

Attention: Mr. Neal Goolsby

Utility Equipment Service, Inc. is pleased to present this quote for a used National Crane Model 400B mounted on your 1996 Chevrolet Top Kick chassis.

1-Removal of current mounted crane, deck body and crane hydraulic system from pump back.

2- Install National Crane Model 400B crane S/N 296280 from hydraulic pump back.

46-foot Sheave Height (16-foot jib)

20,000 lb. Boom Capacity

Duel Controls – Lower Standup

Outriggers – 4 Hydraulic Front and Rear

Steel Deck with Tool Boxes Mounted - Driver/Passenger Side

Boom Travel Pedestal

Stop/Turn/Tail Lighting

Manual

Warranty: Ninety (90) Days Part and Labor

Meets and/or Exceeds all ANSI Requirements

Cost: \$49,500.00

Less Trade-in on your crane system: (\$ 5,000.00)

FINAL COST: \$44,500.00

Approximate Build Time: 10 to 15 working days from chassis receipt.

We invite you to our yard location in Spring Hill to personally inspect the crane system.
If possible, please bring the chassis so that we all may visually see the scope of this project.

Please let me know when you would be available to visit or if you have any additional questions.

Thank You,

Henry L. Ansel
Outside Sales
Utility Equipment Service, Inc.
931-480-0906 Direct
henry@1ues.com
www.1ues.com





COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Turbidimeter and Distribution Monitoring Panel Replacements

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 is requesting the replacement of eight (8) turbidimeters and one (1) distribution monitoring panel for treatment process monitoring at the Stones River Water Treatment Plant due to equipment age. This equipment was installed in 2008.

Staff Recommendation

Staff recommends to the City Council approving the purchase of the turbidimeters and distribution monitoring panel in accordance with the quote provided by HACH, Inc. from the FY19 rate funded capital budget.

Background Information

The Stones River Water Treatment Plant uses the turbidimeters during the treatment process to monitor the clarity of the water throughout the treatment process. The process includes monitoring the raw water, settled water, granular activated carbon (GAC) contactors, membranes filtration, finished water and at the storage tanks. The distribution monitoring panels are panels compactly constructed with instrumentation for measuring chlorine residual, turbidity, pH, conductivity, pressure and temperature. These panels are designed to assist in identifying potential problems that pose risks to public health when they occur in a treatment plant or distribution system.

Staff is requesting to purchase two (2) model TU5300sc turbidimeters for monitoring the raw and settled water and six (6) model TU5400sc turbidimeters for monitoring the GAC contactors and membrane filtration system. The cost of the two (2) TU5300 turbidimeters is \$7,664.40 and the cost for the six (6) TU5400 turbidimeters is \$42,217.20.

Staff is requesting to purchase one (1) distribution monitoring panel for the high service pump station at the Stones River Water Treatment Plant. This panel is to ensure that the quality is consistent with Department, TDEC and EPA standards and to indicate possible contamination or degradation of the water quality as the water is leaving the plant. Any deviation would allow the plant operator to shut the plant down until the

issue was identified and corrected. The cost of the distribution monitoring panel is \$16,956.90.

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 safe and clean drinking water properly flowing to each customer.

Fiscal Impacts

The total amount budgeted in the FY19 rate funded capital budget for the turbidimeters is \$49,200 and distribution monitoring panel is \$17,000. The total cost budgeted is \$66,200 for all equipment listed. The total cost for purchasing all the equipment is \$66,838.50 plus shipping. The shipping is estimated to be \$1,336.77. This is \$1,975.27 over budget; however, the entire cost will come from the FY19 rate funded capital budget.

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Purchase of 3 WRRF Aerators

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

Maintenance staff with advice from the manufacturer have determined that the almost 20 years old original Aerators are at the ends of their lifecycles. One Aerator was scheduled for replacement in 2018 (the lead time from order to delivery is approximately 10 months). To ensure adequate treatment capacity, three more Aerators need to be replaced at the WRRF Oxidation Ditches.

Staff Recommendation

Approval of the purchase of the purchase of three (3) Oxidation Ditch Aerators and associated parts in the amount of \$383,022 from Ovivo USA, LLC.

Background Information

The Oxidation Ditches at the Water Resource Recovery Facility are key to the treatment process. The system relies on nine 200 HP Aerators mechanically introducing oxygen into the mixed liquid. Three of the Aerators were commissioned in 2017 as part of the 4D treatment facility expansion. The original six Aerators were commissioned in 2000.

Council Priorities Served

Safe and Livable Neighborhoods

The adequate treatment capacity protects citizens' health and the environment.

Fiscal Impacts

Two (2) of the Aerators will be funded from the Department's working capital reserves and one (1) will be funded from the Department's rate funded capital account. (Note: The cost of installing the Aerators, through the Department's standing contract with John Bouchard & Sons, is estimated at \$72,000.)

Attachments:

1. Ovivo Sole Source Statement
2. Quote

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123-2583 USA

Telephone: 801.931.3000
Facsimile: 801.931.3080
www.ovivowater.com



**Worldwide Experts
in Water Treatment**

October 18, 2018

Sinking Creek WWTP
2032 Blanton Drive
Murfreesboro, TN 37129

To whom it may concern:

Please be advised OVIVO USA, LLC (Formerly known as Eimco Water Technologies – EWT) is the "sole supplier" of all original: EIMCO, EIMCO Process Equipment, Baker Process, EIMCO Water Technologies, EIMCO Municipal Water and Wastewater Equipment and Parts.

OVIVO USA, LLC's sole designated Sales Representative for your area is:

Principle Environmental Inc.
2014 South Long Hollow Road
Trion, GA 30753
John Harward

Purchase orders are to be made out to: Ovivo USA, LLC and will be invoiced directly.

Respectfully,

Daniel Kirby
Project Manager, Aeration Processes
Office Phone: (801) 931-3177
Email: daniel.kirby@ovivowater.com



Worldwide Experts
in Water Treatment

DATE: April 24, 2019

PROPOSAL

Q2019040401 Rev 2

SINKING CREEK WASTEWATER TREATMENT PLANT

PREPARED FOR

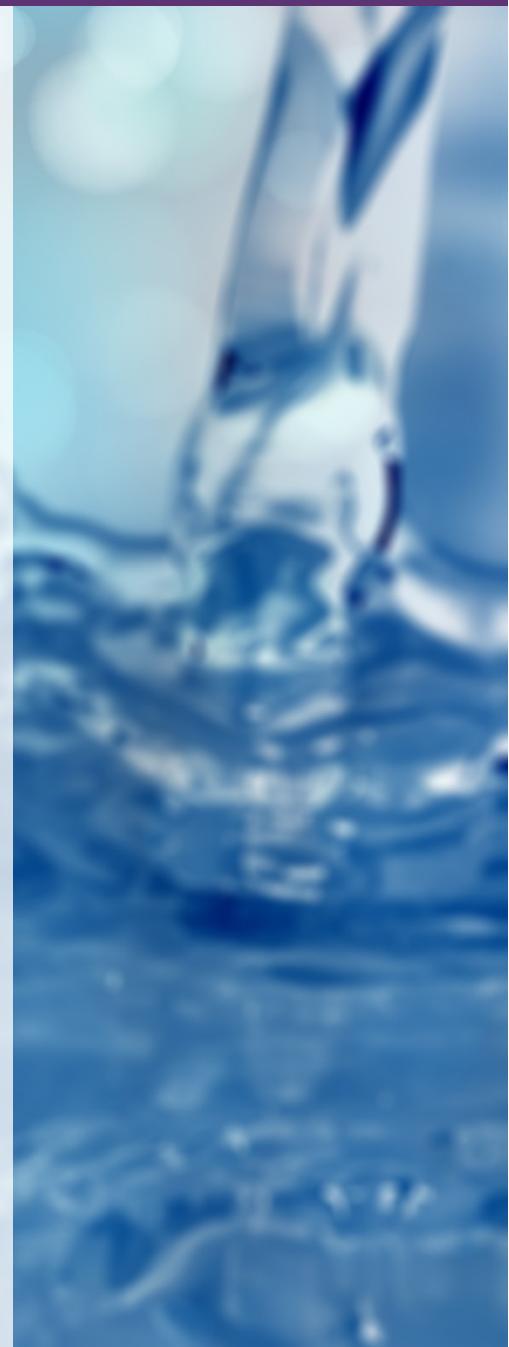
Murfreesboro Water & Sewer Department

AREA REPRESENTATIVE

Eco-Tech, Inc.
Mike Bartlett
mbartlett@eco-tech.net

PREPARED BY

Daniel Kirby
Phone (801) 931-3177
Fax (801) 931-3090
daniel.kirby@ovivowater.com



Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

TO: Murfreesboro Water & Sewer Department

BID DATE: N/A

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Eco-Tech
156 Hickory Springs
Industrial Dr.
Canton, GA 30115

Attention: Mike Bartlett
Telephone: (678) 880-1205
Email: mbartlett@eco-tech.net

BID PRICING

| ITEM | DESCRIPTION | ESTIMATED SHIP DATE* | PRICE |
|------|--|----------------------|--------------|
| I | Three (3) 200 HP Excell®Aerator - Motor/Reducer Replacement Included: motor, reducer, mounting plate, adapter shaft. | * | \$383,022.00 |

DELIVERY FOR CARROUSEL® SYSTEM

*Ovivo will submit drawings for approval within eight (8) weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products twenty (28) weeks after receipt of approved drawings from Purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I – CARROUSEL SYSTEM

All mechanism(s) are for installation in the existing Carrousel System basins, original SO 25520. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

CARROUSEL® SYSTEM EQUIPMENT

- Three (3) 200 HP Motor/Reducer Replacement

AERATOR

ITEMS INCLUDED per Aerator:

- One (1) 200 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.0 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) adapter shaft (A36).
- Mounting plate/bars (A36).
- Assembly bolts (A325).
- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

WEIGHTS FOR AERATORS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 14,558 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 7,994 LBS.

ITEMS NOT INCLUDED

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Installation.
- Submerged steel: surface impeller, lower shaft, lower turbine and partition wall extension plate.
- Jack studs (existing studs will be utilized).
- Vibration analysis testing.
- Velocity testing.
- Oxygen transfer testing.
- Output Load Reactor.
- VFD's, bypass, dV/dT filters.
- External Wiring and Conduit.
- Power Factor Correction Capacitors (PFCC).
- Harmonic Testing.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Grout.
- Permits, fees, samples, testing.
- Liquidated damages.

FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Three (3) day / three (3) trip at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed 1 coat of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating. Finish coat to be provided by the installing contractor.

Motors and gear reducers shall receive manufacturers standard surface preparation. Shop priming and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 60 days after the date of this proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Twenty percent (10%) net cash after submittal.
- Seventy percent (80%) net cash upon shipment of major Product items.
- Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.
- Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal within 60 days of this dated proposal.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of **OVIVO USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement") constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products or on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impractical for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment design not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Water Resources and Stormwater Funds audit bid

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Pursuant to State of Tennessee Comptroller requirements, Murfreesboro Water Resources Department and Stormwater enterprise funds are required to complete an annual independent audit each fiscal year.

Staff Recommendation

Staff requests approval of the attached proposal from Jobe, Hastings & Associates to audit the financial statements of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for the year ending June 30, 2019.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

MWRD has established financial management policies adopted by the Board and Council in November 2013. An independent audit of MWRD's financials ensures that strong and sustainable economic health of these enterprise funds.

Fiscal Impacts

The combined cost to perform both audits is proposed at \$28,500 (\$24,900 for Water & Sewer fund and \$3,600 for Stormwater fund). The amount is equal to the combined cost for June 30, 2018 audits.

Attachments:

1. **Jobe Hastings audit proposal dated April 12, 2019**



JOBE, HASTINGS & ASSOCIATES

Certified Public Accountants

745 SOUTH CHURCH STREET – BELMONT PARK
P.O. BOX 1175 MURFREESBORO, TN 37133-1175
(615) 893-7777 FAX: (615) 896-5990
www.jobehastings.com

James R. Jobe, CPA
Donna K. Hastings, CPA (*inactive*)
Joel H. Jobe (1944 – 2006)

April 12, 2019

Mr. Darren Gore
Murfreesboro Water Resources Department
P.O. Box 1477
Murfreesboro, TN 37130

Re: Audit Proposal

Dear Mr. Gore:

Thank you for the opportunity to perform the audits of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for the prior fiscal year. We appreciate the confidence that you have shown in our firm by allowing us the opportunity to submit a proposal for the coming fiscal year.

We are pleased to submit our proposal to audit the financial statements of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for the year ending June 30, 2019. The audits will be financial and compliance audits and will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, as well as those prescribed by the Comptroller of the Treasury of the State of Tennessee. Furthermore, the audit of the Water Resources Department will be conducted in accordance with all requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

We propose to perform the audits of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for a total combined fee of \$28,500 (\$24,900 for the Water and Sewer Department and \$3,600 for the Stormwater Fund.) This fee is based on the amount of time we feel is necessary to perform the audits in an efficient but comprehensive manner as required by the standards.

Your selection of us as auditors will enable us to begin interim audit testing prior to the fiscal year ending June 30, 2019, and meet with departmental personnel to plan the audit time-line to ensure that the deadline of November 1, 2019 is met.

If you need any additional information other than what we have provided, please let us know. We appreciate your business and look forward to continuing to work with you.

Sincerely,

James R. Jobe

James R. Jobe, CPA
Partner

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Rezoning approximately 1.4 acres located along Mercury Boulevard
(Second Reading)

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 1.4 acres located along Mercury Boulevard.

Staff Recommendation

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

The Planning Commission unanimously recommended approval of the rezoning by a vote of 7-0.

Background Information

Mr. Pradeep Agnihotri presented a zoning application [2019-407] for approximately 1.4 acres to be rezoned from PCD (Planned Commercial District) to CH (Highway Commercial District). During its regular meeting on March 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 May 2, 2019, Council held a public hearing and approved this matter on First Reading.

Attachments:

1. Ordinance 19-OZ-06

ORDINANCE 19-OZ-06 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.4 acres along Mercury Boulevard from Planned Commercial Development (PCD) District to Commercial Highway (CH) District; Pradeep Agnihotri, applicant [2019-407].

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

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

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

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-06

RS-15

MERCURY BLVD

PCD

Area
Rezoned

S RUTHERFORD BLVD

RM-16

CH

RS-10

PRD

HORNCastle-DR

BILLY-BLVD



COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Rezoning approximately 90.56 acres located along New Salem Highway and Clearidge Drive (Second Reading)

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 90.56 acres located along New Salem Highway and Clearidge Drive.

Staff Recommendation

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

The Planning Commission unanimously recommended approval of the rezoning by a vote of 7-0.

Background Information

Vision Development presented a zoning application [2019-406] for approximately 90.56 acres to be rezoned from RS-15 (Single-Family Residential District 15), RM-16 (Multi-Family Residential District 16), OG, (General Office District), and CH (Highway Commercial District) to RS-6 (Single-Family Residential District 6). During its regular meeting on March 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 May 2, 2019, Council held a public hearing and approved this matter on First Reading. At that meeting, Council directed Staff to meet with the neighboring property owner to the southwest to discuss his drainage concerns. City Staff and the design engineer met with the neighbor at City Hall on May 7th.

Attachments:

1. Ordinance 19-OZ-09

ORDINANCE 19-OZ-09 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 90.56 acres along New Salem Highway from Single-Family Residential Fifteen (RS-15) District, Commercial Highway (CH) District, General Office (OG) District, and Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Six (RS-6) District; Vision Development, applicant [2019-406].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

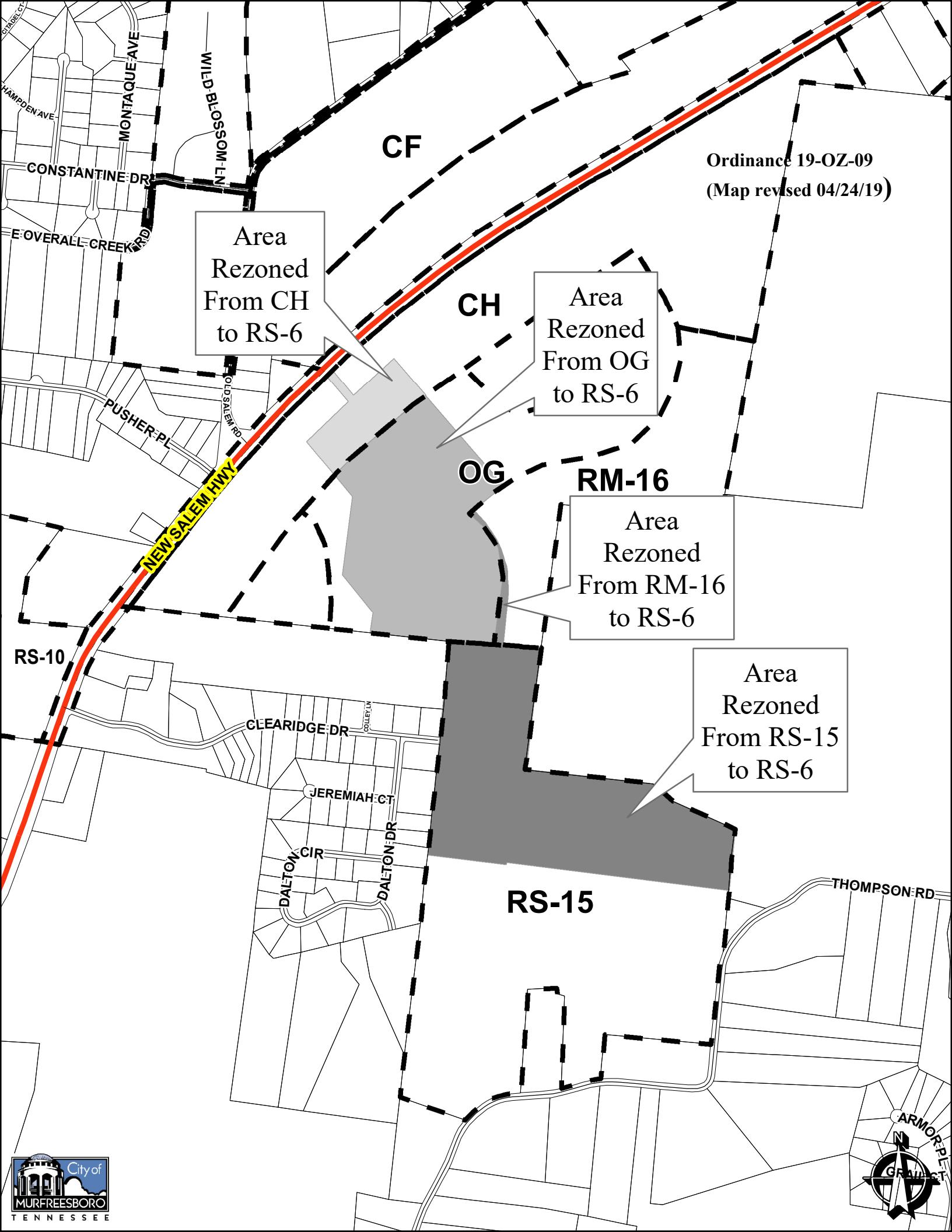
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Rezoning approximately 4.9 acres along Old Lascassas Road and Greenland Drive
(First Reading)

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 4.9 acres located along Old Lascassas Road and Greenland Drive.

Staff Recommendation

Pass and adopt the ordinance establishing the requested zoning on first reading. The Planning Commission unanimously recommended approval of the zoning request by a vote of 5-0.

Background Information

Dr. Rajesh Aggarwal presented to the City a zoning application [2018-420] for approximately 4.9 acres located along Old Lascassas Road and Greenland Drive to be rezoned from RS-15 (Single-Family Residential District 15) and RM-16 (Multi-Family Residential District 16) to PUD (College Pointe Center PUD). During its regular meeting on August 1, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval with the condition that the commercial section be developed as a park-like setting until the commercial development occurs.

On September 20, 2018, Council conducted a public hearing, and after discussion of several concerns, including security and safety for the proposed apartment complex, Council voted to defer. Since that time, the applicant has discussed security measures with a representative of the Murfreesboro Police Department (MPD) and has incorporated the recommendations of MPD into the PUD pattern book. In addition, the applicant has revised the pattern book to commit to renting the apartment units only by the dwelling unit and not by the apartment. In addition, taking the Planning Commission's recommended condition of approval a step further, the pattern book is committing to constructing the commercial portion of the PUD simultaneously with the multi-family portion and that no certificate of occupancy for the multi-family portion

may be issued until a certificate of occupancy has been issued for the commercial portion. The revised pattern book is included for Council's consideration.

Attachments:

1. Ordinance No. 18-OZ-50
2. Map of the area
3. Planning Commission staff comments and minutes from 8/1/18
4. City Council minutes from 9/20/18
5. Revised PUD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 1, 2018**

3.b. Zoning application [2018-420] for approximately 4.9 acres located along Old Lascassas Road and Greenland Drive from RS-15 & RM-16 to PUD (College Pointe Center), Rajesh Aggarwal applicant.

The subject property is located along the east side of Old Lascassas Road and north of Greenland Drive. The property includes 4 parcels and a portion of fifth parcel and has an area of approximately 4.9 acres. The parcels are identified by the Rutherford County Assessor as:

- Tax Map 090G Group B Parcel 013.00
- Tax Map 090G Group B Parcel 014.00
- Tax Map 090G Group B Parcel 015.00,
- Tax Map 090G Group B Parcel 016.00,
- Tax Map 090G Group B Parcel 013.00

The properties located along Greenland Drive are zoned RS-10 (single-family residential district) and developed with single-family house. The properties to the north are zoned RM-16 and is developed with several apartment complexes. The properties across Old Lascassas Road are zoned CL (Local Commercial District) and PCD (Greenland Liquors). MTSU and its campus are across Greenland Drive and zoned CU (College University District).

The applicant wishes to rezone the property to PUD (Planned Unit District) to allow the development of a commercial and multi-family residential development on the subject property. The proposed PRD is referred to as College Pointe Center.

Murfreesboro 2035 – Future Land Use Map



The *Murfreesboro 2035* Land Use Plan indicates that Urban Commercial/Mixed-Use (UC) is the most appropriate land use for the subject property. Downtown typifies what is envisioned for the density and intensity of development within the Urban Commercial / Mixed-Use land use classification. The Downtown retains the historic fabric and design of a traditional mixed-use, central business district. This urban environment is characterized by taller, larger buildings that occupy most if not all of the site and are set at the street edge with parking largely on-street and in structures, with reduced common surface parking lots. Sidewalks are scaled for pedestrian rather than automobile use, and original buildings with historic or design significance have been mostly well-preserved.

The Comprehensive Plan identifies the following Characteristic:

- Streets and other public spaces framed by buildings with zero/minimal front setbacks, creating “architectural enclosure.”
- Greatest site coverage. Multi-story structures encouraged.
- Most conducive for pedestrian activity and interaction, with public plazas and pocket parks providing green space amid an urban environment, and a place to gather and host community events.

- Structured and on-street parking.
- Low-density residential uses, and industrial uses should not be permitted within the UC land use classification.

The Allowed Uses are:

- Intensive, urban character with a multiplicity of uses, including multi-family residential, entertainment, restaurants, department stores and other retail, general and professional offices, hotels.

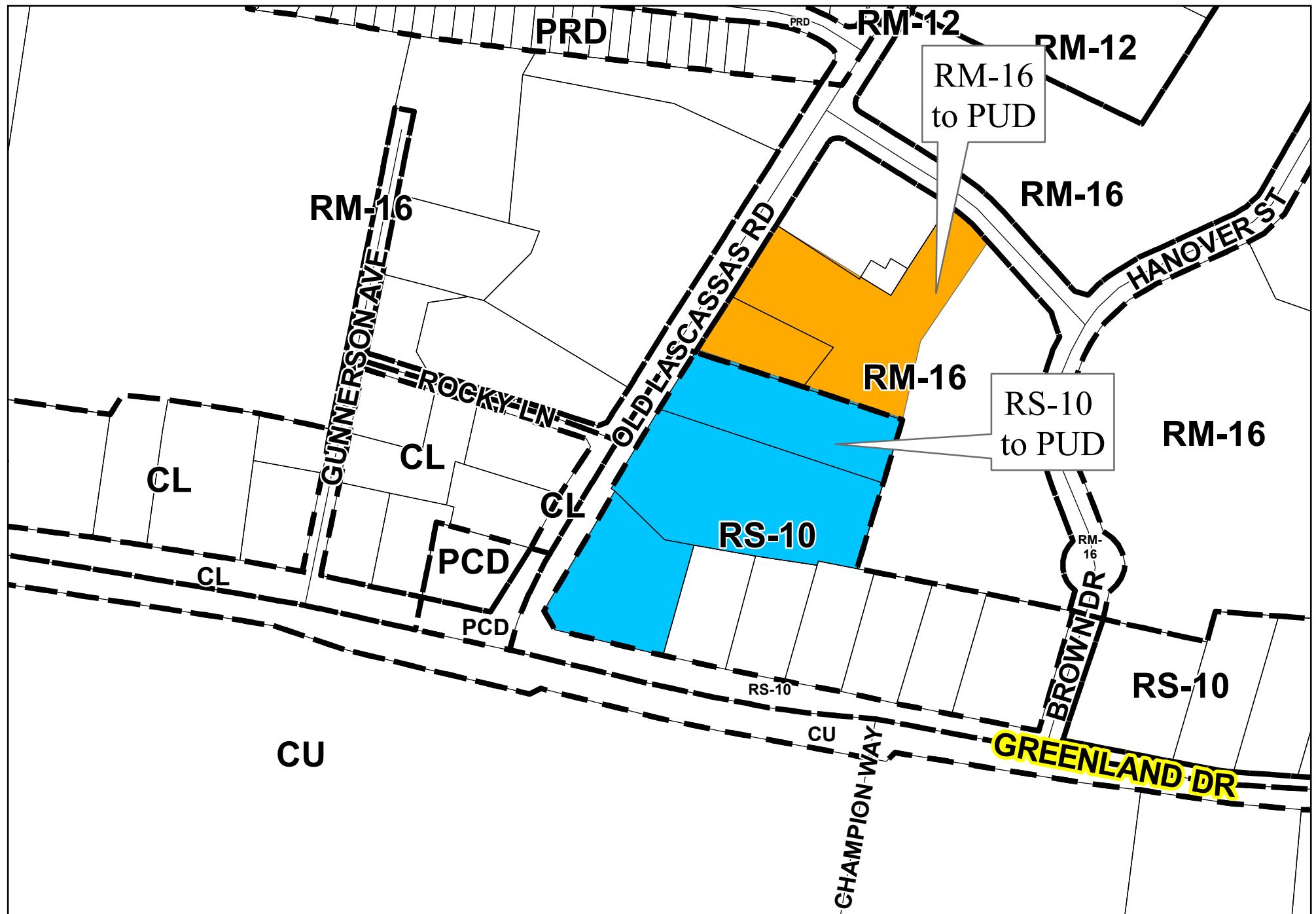
Development Type: Mixed-Use, Lifestyle Center:

- Promotes regional pedestrian-oriented, mixed-use centers with integrated, complementary uses; with convention/assembly and/or parks and public spaces that draw visitors from surrounding neighborhoods and communities within the region.

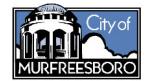
Density / Height Guidelines:

These permitted development densities and intensities are recommended so that innovative and flexible site design can provide density to encourage neotraditional planning concepts.

- Ranges from 2.0 - 4.0 FAR (approx. 70 DU/acre or 60–150 residents/acre), of which up to 0.75 FAR can be office or commercial / up to eight (8) stories.



Rezoning Request along Greenland Drive and Old Lascassas Road RM-16 and RS-10 to PUD (College Point Center PUD)



Path: \\gis\gisdata\planning\rezon\OldLascassas_Greenland.mxd



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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

7:00 PM

Council Chambers

Members Present

Kathy Jones, Chairwoman
Warren Russell
Eddie Smotherman
Ken Halliburton
Jennifer Garland

Staff Present

Donald Anthony, Planning Director
Matthew Blomeley, Assist. Plan. Dir.
Margaret Ann Green, Principal Plan.
Dianna Tomlin, Principal Planner
Marina Rush, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev. Services Dir.

Mr. Donald Anthony called the meeting to order after determining there was a quorum.

Mr. Anthony made known both the Chair and Vice Chair were unable to attend tonight's meeting; therefore, the Planning Commission would need to elect a Chair pro tem for this meeting.

Mr. Ken Halliburton made a motion to nominate Ms. Kathy Jones as Chair pro tem, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

Public Hearings.

Mandatory Referral [2018-711] to consider the abandonment of a right-of-way located along Williams Drive, RBN Gateway Properties applicant. Ms. Margaret Ann Green began by describing the subject right-of-way consists of a segment of Williams Drive right-of-way. This segment of right-of-way is a very small portion of Williams Drive located at a previously anticipated intersection. Due to a change

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

Chairwoman Kathy Jones opened the public hearing. No one came forward to speak for or against the mandatory referral; therefore, Chairwoman Kathy Jones closed the public hearing.

Mr. Eddie Smotherman made a motion to approve the mandatory referral, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Zoning application [2018-420] for approximately 4.9 acres located along Old Lascassas Road and Greenland Drive from RS-15 & RM-16 to PUD (College Pointe Center), Rajesh Aggarwal applicant. Ms. Margaret Ann Green began by describing the subject property located along the east side of Old Lascassas Road and north of Greenland Drive. The property includes 4 parcels and a portion of a fifth parcel being an area of approximately 4.9 acres. The parcels are identified by the Rutherford County Assessor as:

- Tax Map 090G Group B Parcel 013.00
- Tax Map 090G Group B Parcel 014.00
- Tax Map 090G Group B Parcel 015.00,
- Tax Map 090G Group B Parcel 016.00,
- Tax Map 090G Group B Parcel 013.00

The properties located along Greenland Drive are zoned RS-10 (single-family residential district) and developed with single-family houses. The properties to the north are zoned RM-16 and are developed with several apartment complexes. The properties across Old Lascassas Road are zoned CL (Local Commercial District) and PCD (Greenland Liquors). MTSU and its campus are across Greenland Drive and zoned CU (College University District).

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

The applicant wishes to rezone the property to PUD (Planned Unit District) to allow the development of a commercial and multi-family residential development on the subject property. The proposed PRD is referred to as College Pointe Center.

The *Murfreesboro 2035* Land Use Plan indicates that Urban Commercial/Mixed-Use (UC) is the most appropriate land use for the subject property. Downtown typifies what is envisioned for the density and intensity of development within the Urban Commercial/Mixed-Use land use classification. The Downtown retains the historic fabric and design of a traditional mixed-use, central business district. This urban environment is characterized by taller, larger buildings that occupy most if not all of the site and are set at the street edge with parking largely on-street and in structures, with reduced common surface parking lots. Sidewalks are scaled for pedestrian rather than automobile use, and original buildings with historic or design significance have been mostly well-preserved.

The Comprehensive Plan identifies the following Characteristic:

- Streets and other public spaces framed by buildings with zero/minimal front setbacks, creating “architectural enclosure.”
- Greatest site coverage. Multi-story structures encouraged.
- Most conducive for pedestrian activity and interaction, with public plazas and pocket parks providing green space amid an urban environment, and a place to gather and host community events.
- Structured and on-street parking.
- Low-density residential uses, and industrial uses should not be permitted within the UC land use classification.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

The Allowed Uses are:

- Intensive, urban character with a multiplicity of uses, including multi-family residential, entertainment, restaurants, department stores and other retail, general and professional offices, hotels.

Development Type: Mixed-Use, Lifestyle Center:

- Promotes regional pedestrian-oriented, mixed-use centers with integrated, complementary uses; with convention/assembly and/or parks and public spaces that draw visitors from surrounding neighborhoods and communities within the region.

Density/Height Guidelines:

These permitted development densities and intensities are recommended so that innovative and flexible site design can provide density to encourage neotraditional planning concepts.

- Ranges from 2.0-4.0 FAR (approx. 70 DU/acre or 60-150 residents/acre), of which up to 0.75 FAR can be office or commercial /up to eight (8) stories.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree came forward stating this is a high-profile corner being in relation to M.T.S.U. and the City of Murfreesboro. This development is the beginning of shaping the future for Greenland Drive and Old Lascassas Highway. Mr. Rountree began a power point presentation to make known the details from the applicant's program book.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

Mr. Halliburton wanted to know if this proposal would be done in phases? What would the undeveloped corner lot look like until it was developed? Would it appear as a blank green lot? Mr. Rountree answered, it would appear as a park like setting until a structure is built. Ms. Green stated this could be added into the applicant's program book if the Planning Commission makes the request for the green lot to appear as a park like setting until it is developed.

Ms. Kathy Jones asked, since there are no users for the commercial building at this time, "how would square footage be addressed for a possible restaurant user to meet the parking requirements?" Ms. Green explained, due to not knowing whether or not a restaurant would be a user in the commercial building it would change the parking requirements. The applicant would need to ask for an exception to meet the minimum standards for parking which should be written in the applicant's program book. Ms. Jones wanted to know if the parking for the commercial area known as phase two could use the parking area known as phase one? Ms. Green answered, the applicant would be using parking spaces from phase one for phase two. In addition, she made known the allowable uses and the prohibited uses for this application has been provided in the applicant's program book on page 14. Mr. Rountree made known the maximum square footage for a restaurant would be up to 5,000 square feet which would meet the minimum parking requirements.

Chairwoman Kathy Jones opened the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

AUGUST 1, 2018

Mr. Bill Patterson 1215 Raleigh Court - requested for the area zoned CH (Commercial Highway) to be removed from this application until there is a confirmed user for this property and for the future properties the applicant is attempting to acquire.

Chairwoman Kathy Jones closed the public hearing.

The Planning Commission began discussing the zoning proposal. They feel this being a planned development makes known what would be permitted and what type of uses would be allowable for the property verses it being bulk zoning. In addition, being a planned development, it would start a presence for future developments along Greenland Drive.

Mr. Ken Halliburton made a motion to approve subject to all staff comments including the corner lot becoming a green park like setting until it is developed, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Annexation plan of services and annexation petition [2018-507] for approximately 3.2 acres located along Spring Cove Drive and Tombee Court, Christopher and Karen Yonge applicant. Ms. Dianna Tomlin began by describing the requested parcel located to the north of Spring Cove Drive. The subject parcel, which is approximately 1.1 acres in area, consists of one single-family home located in the Spring Cove Subdivision. The property owners have filed a written petition to have this parcel annexed into the City limits due to a failing septic tank. They wish to connect to City sewer and, in order to do so, their

An ordinance, entitled "ORDINANCE 18-O-49 amending the Murfreesboro City Code, Chapter 32-Traffic, Section 32-1312, Parking Zones, to revise the parking limit to two hours," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Finance Department was presented to the Council:

(Insert letter dated September 20, 2018 here regarding ORDINANCE 18-O-54.)

An ordinance, entitled "ORDINANCE 18-O-54 amending the 2018-2019 Budget (1st Amendment)," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-50 adopted by the City Council on August 16, 2018, to consider rezoning approximately 4.9 acres along Old Lascassas Road and Greenland Drive from Single-Family Residential Fifteen (RS-15) District and Residential Multi-Family Sixteen (RM-16) District to Planned Unit Development (PUD) District (College Pointe Center PUD); Rajesh Aggarwal, applicant [2018-425]. Notice of said public hearing was published in the September 4, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the application for rezoning which was approved by the Planning Commission with a vote of 5-0. The request for Planned Unit Development (PUD) District is to allow the development of a commercial and multi-family residential component (College Pointe Center). The Planning Commission expressed some concern with the phasing plan in the book with apartments built first and what state the lot on the corner would be left. The conclusion was that the Plan Book be

amended to require a park-like setting on the corner. The Program Book has been amended. The Comprehensive Plan identifies this as part of the student village which has a mixed-use type development called Urban Core with reduced front setbacks, taller buildings and a mixture of uses. Mr. Clyde Rountree with Huddleston-Steele Engineering, Inc. gave a power point presentation on the development and answered questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning along Old Lascassas Road and Greenland Drive to Planned Unit Development (PUD) District come forward to the lectern.

Ms. Ann Boyce, 1210 Raleigh Court, expressed concerns with the safety issues of this design, common areas and inhabitants.

There were no others present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 18-OZ-50 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and a now in force and effect, to rezone approximately 4.9 acres along Old Lascassas Road and Greenland Drive from Single-Family Residential Ten (RS-10) District and Residential Multi-Family Sixteen (RM-16) District to Planned Unit Development (PUD) District (College Pointe Center PUD); Rajesh Aggarwal, applicant [2018-425]," was read to the Council and offered for passage on first reading.

Staff addressed Council's concerns with the unknowns in the commercial aspect of the plan as to type of building, business, occupants and parking issues. There was also discussion regarding the amount of allowable acreage for the building envelope; density; parking requirements being met for the number of units proposed; accreditation for safe housing not included in Plan Book; and cameras and security onsite. Council discussed the future of student housing around MTSU and complexes with multi-leases in one unit consisting of student and non-student occupancy which seems to be where the crime rate is most noticeable. It was felt that future complexes around MTSU should be student occupied only. They felt further consideration should be given to the commercial aspect being in place prior to the apartments; density revisited; parking needs addressed for both commercial and multi-family; and looking at this development as a PRD instead of a PUD.

Mr. Smotherman made a motion to defer passage on first reading of ORDINANCE 18-OZ-50. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-51 adopted by the City Council on August 16,

College Point Center

PLANNED UNIT DEVELOPMENT



Submitted 5/6/19 for first reading at the 5/16/19 City Council meeting"

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

SHEET INDEX

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2. PROJECT SUMMARY
3. SITE LOCATION
4. AERIAL MAP
5. ADJACENT ZONING
6. EXISITNG UTILITIES
7. MAJOR THROUGHFARE PLAN
8. EXISTING CONDITION PICTURES
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13. APARTMENT ARCHITECTURAL PERSPECTIVES
14. COMMERCIAL CENTER ARCHITURAL ELEVATIONS
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16. COMMERCIAL CENTER USE CATALOGIES
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19. FORMAL OPEN SPACE AMENITIES
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21. 2035 PLAN RECOMMENDATION
22. SECURITY PLAN
23. PLANNED DEVELOPMENT CRITERIA



Development Team

Planning and Engineering



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

Huddleston-Steele Engineering, Inc.
Attention: Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, Tn 37129
Phone: 615.893.4084

Developer

Rajesh Aggarwal
915 Brown Street
Murfreesboro, TN 37030

Owner's Representative

Ed Stevenson
6413 Fischer Court
Brentwood, TN. 37027
(615) 337-0809

Architect

Brian Oliver
Oliver Architecture, P.C.
(615) 491-3365

Project Summary

Project Summary

The subject property is a 4.9 acre site currently zoned RS-10 and RM-16 located at the intersection of Old Lascassas Road and Greenland Drive directly across from the MTSU football and track stadiums. The property is a 4.9 acre site. The owner, Dr. Rajesh Aggarwal, plans to build four apartment buildings consisting of 192 bedrooms and a 6000 square feet retail center, planned to be called the College Point Center.

The College Point Center Apartments and retail building will be excellent additions to the Murfreesboro community and will bring valuable retail space to the perimeter of the MTSU campus. Located at the high profile intersection of Old Lascassas Road and Greenland Drive, the center will offer a unique mixed use development that will serve MTSU and the surrounding community.

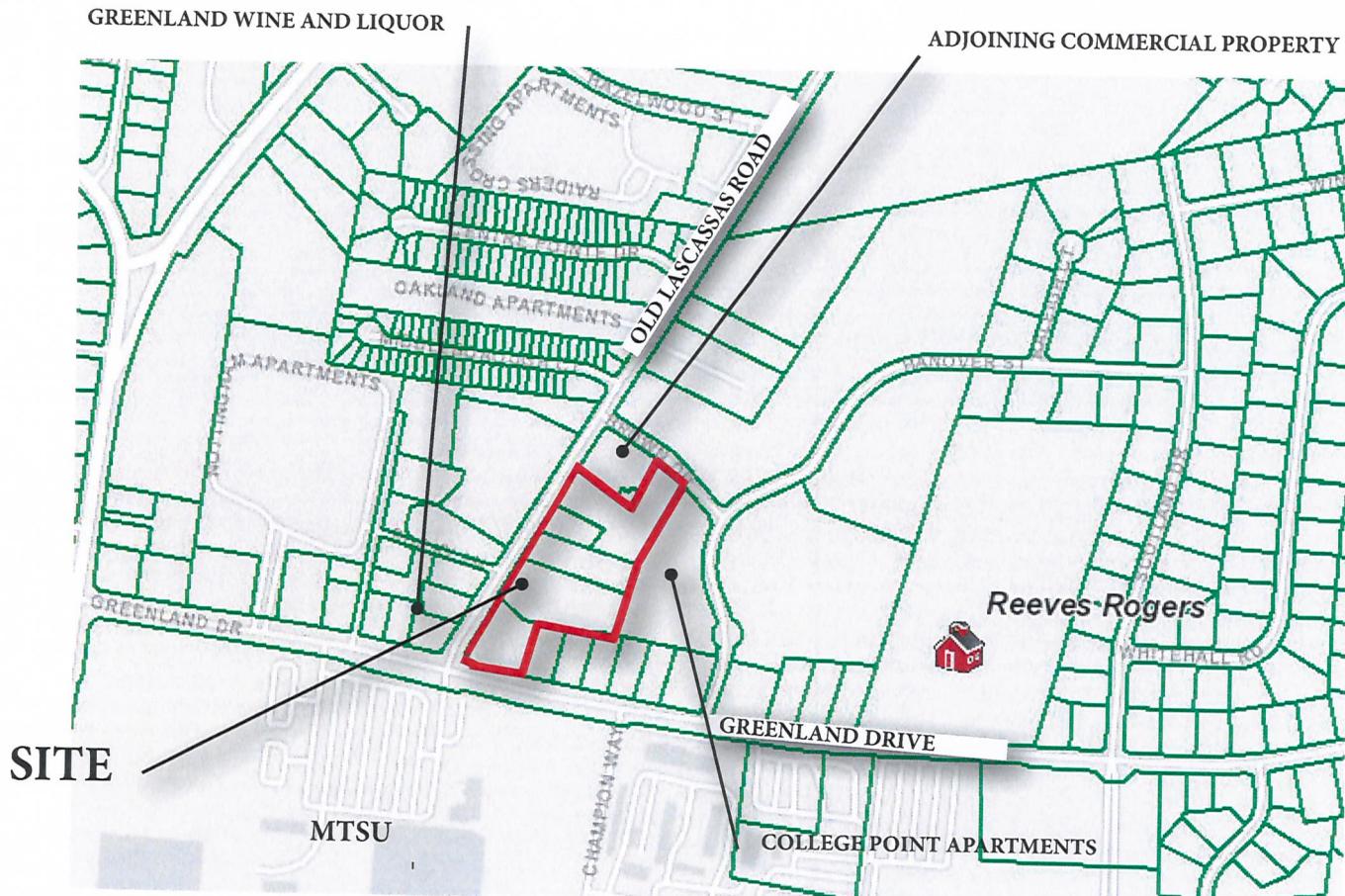
The architecture of the retail center will be a combination of brick, stone, and dryvit accent materials. The building will be two stories, bringing an urban scale to this prominent corner and will be consistent in scale with the new Greenland Wine and Liquor building located across the street from the subject property. The retail center will address the street with streetscape elements and the potential for outdoor dining. The retail center is being designed to serve the needs of the surrounding community, MTSU students, and those who support MTSU athletics. The developer is planning on having a restaurant as the anchor tenant. Additional space will be allocated for support services for the college students.

The College Point Apartments will be an excellent housing option for the MTSU students. Located directly across from the campus, the apartments will allow the students to have the option to walk or bike to campus. The first floor units along Old Lascassas Road will address the street by having first floor entrance doors, foundation landscaping, street trees, and hardscape elements. The design intent is to give the apartments a Brownstone appearance that addresses the street and provides human scale to the three story structures.

Site Location

College Point Center

PLANNED UNIT DEVELOPMENT



The new apartments will fit into the pattern set by the existing College Point Apartments and the many apartment building along Old Las cassas. The apartments will cater to the MTSU students.

The commercial building to the north is a metal structure and houses several business. This property is surrounded by the new proposed development but is not part of the zoning request.

The single family residences to the south are owner occupied as well as rental property.

The apartment to the east are owned by the developer of the subject property.

College Point Center

PLANNED UNIT DEVELOPMENT

Aerial Map



Campus Subshop

Telecommunication
Tower

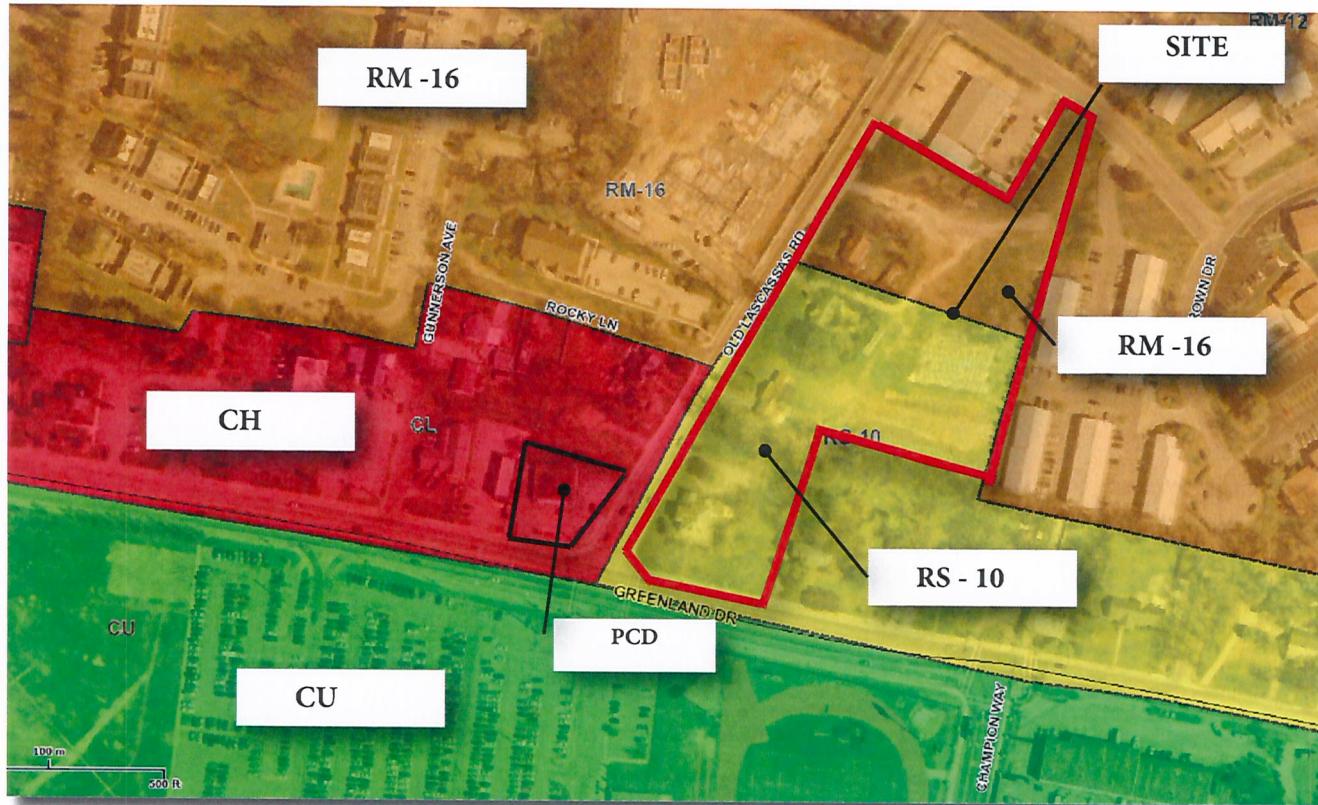
College Point Apartments

The subject property is in an excellent location prime for development. The location at the corner of Old Lascassas Road and Greenland Drive provided a premium location for access to the Middle Tennessee State University campus. This intersection has become a high priority intersection for the City of Murfreesboro and the area has been designated as a "Student Village" Zone in the 2035 City of Murfreesboro Comprehensive Plan.

Adjacent Zoning

College Point Center

PLANNED UNIT DEVELOPMENT

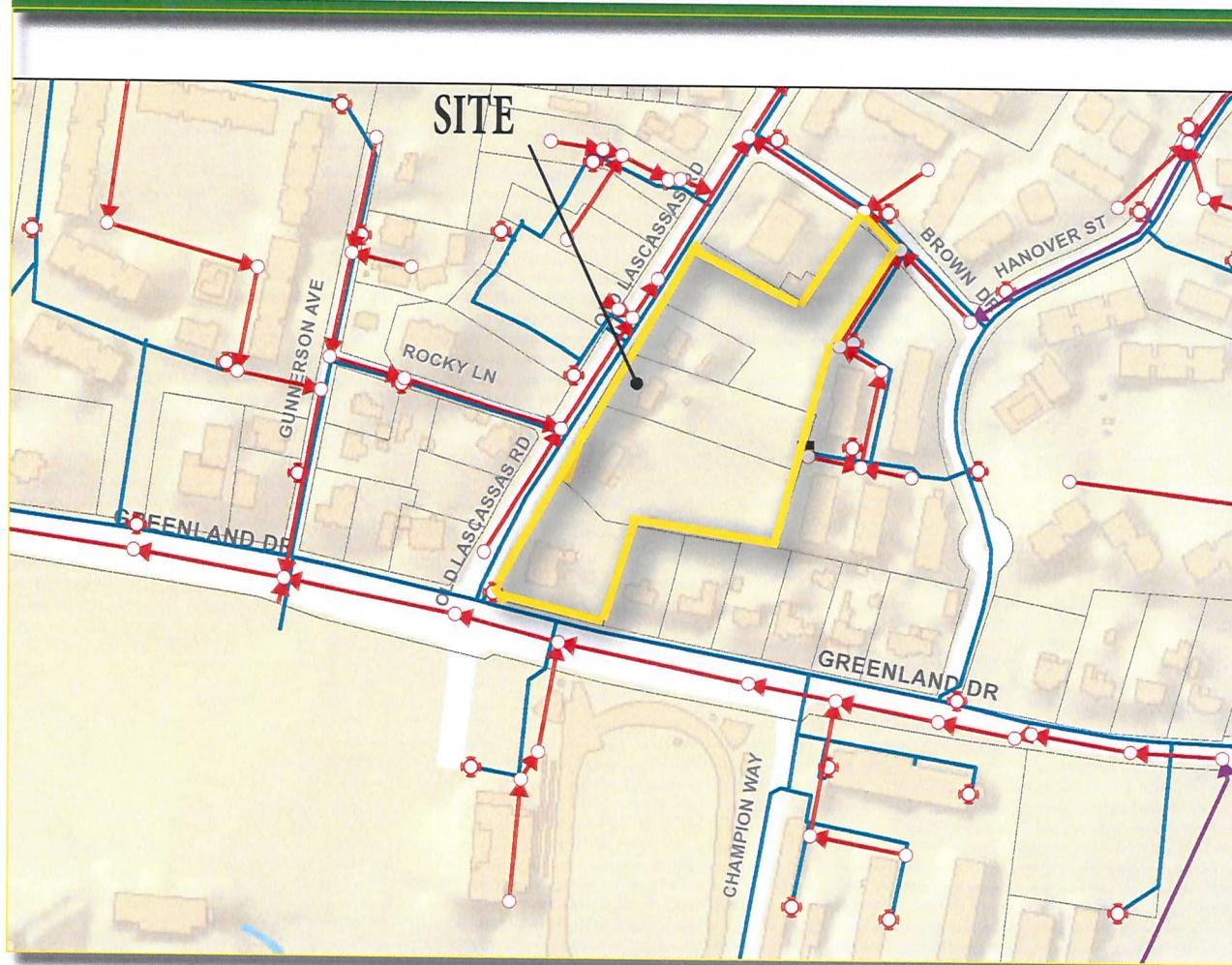


The subject property is split between two zones, those being RS-10 and RM-16. The proposed zoning for the subject property is a Planned Unit Development (PUD) with a combination of uses including restaurant space, retail space, and apartments. Directly across Old Lascassas Road is a new PCD zone which is the location of Greenland Wine and Liquors. The zoning across the street is CU which is the location of Middle Tennessee State University. The property to the north is zoned RM-16. The area of this proposed rezoning is experiencing a lot of development interest and has the potential of becoming a unique "student village" district on the campus perimeter.

Existing Utilities

College Point Center

PLANNED UNIT DEVELOPMENT



Legend

Existing Utilities

Red = 8" Sanitary Sewer
Blue = 8" Water

Existing Infrastructure Providers:

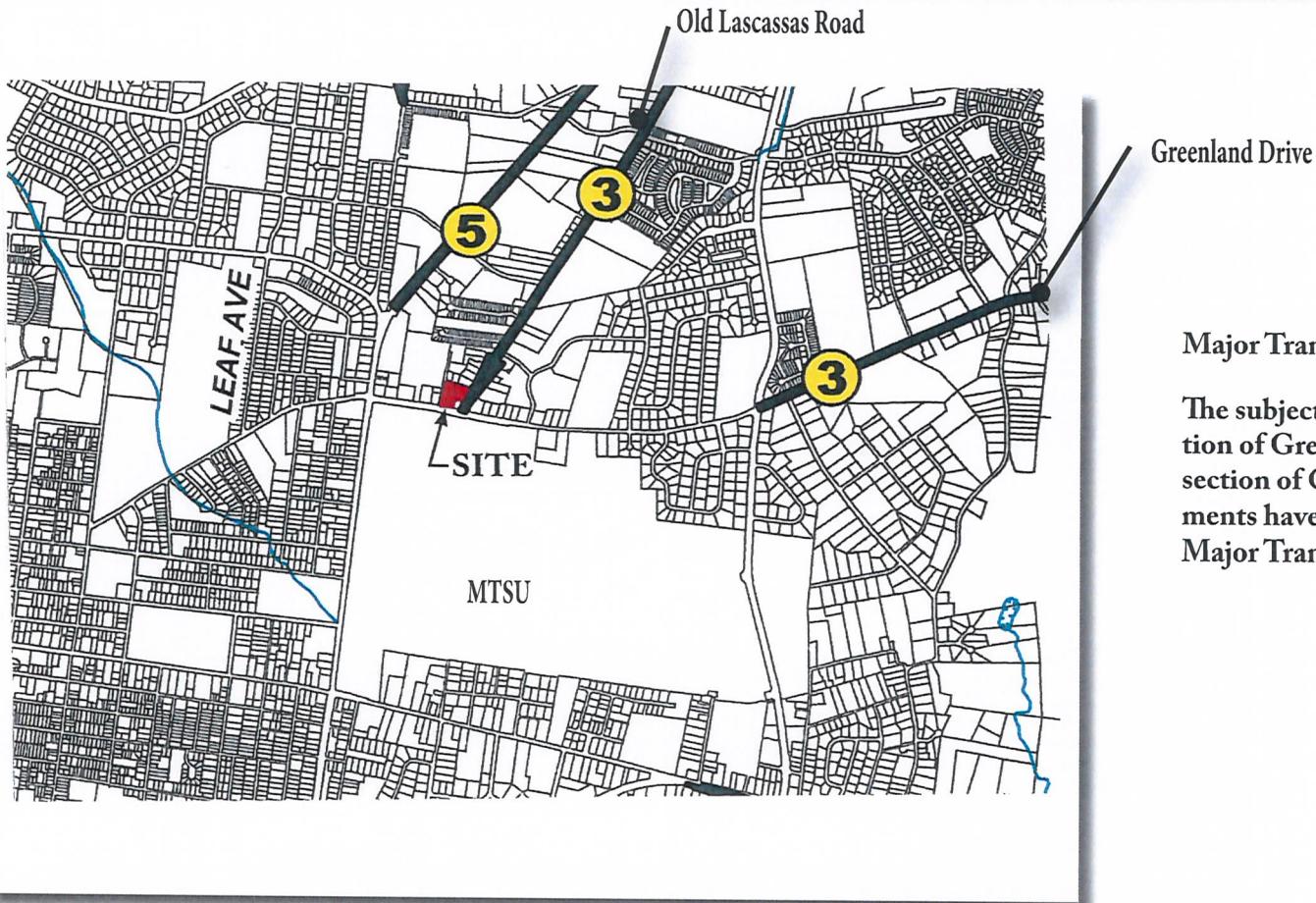
MURFREESBORO
ELECTRIC
DEPARTMENT



Major Transportation Plan

College Point Center

PLANNED UNIT DEVELOPMENT



The subject site is served by the five lane section of Greenland Drive and the three lane section of Old Lascassas Road. The improvements have been made consistent with the Major Transportation Plan.

Existing Condition Pictures

College Point Center

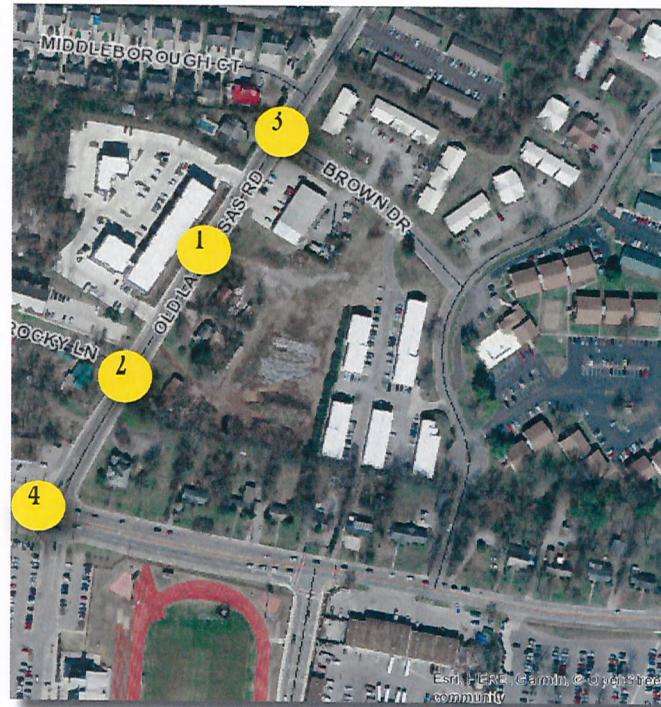
PLANNED UNIT DEVELOPMENT



1 View looking south down Old Lascassas Road towards the university. View looking south down Old Lascassas Road towards the university



2 House on adjacent property located on Greenland Drive.



Aerial view of subject property.



3 View looking north down Old Lacassas Road..



4 Intersection of Greenland Drive and Old Lacassas Road.

Existing Condition Pictures

College Point Center

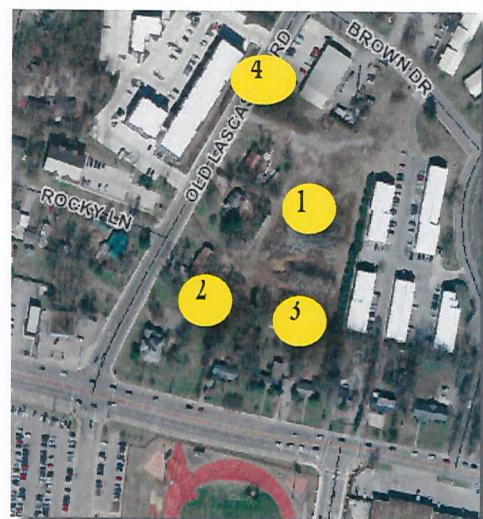
PLANNED UNIT DEVELOPMENT



1 Apartment on adjacent property looking east.



2 View looking south on subject property.



Aerial view of subject property



3 View of the lot looking northeast on subject property



4 View looking north on subject property to adjacent commercial property.

Conceptual Site Plan

College Point Center

PLANNED UNIT DEVELOPMENT



The proposed development will be a mixed use development with approximately a 6000 square foot commercial center which is projected to have approximately 5000 square feet available for a restaurant tenant. The remaining 1000 square feet will be used by a small college service business tenant. The other use on the site will be the addition of four, three story apartments. The apartment buildings along Old Lacassas Road will have a reduced front setback to address the street and create an urban style. The parking lots are located behind the building to reduce the visual impact parking lots have from Old Lacassas Road.

Site Data:

Total Acreage: +/- 4.9 ac.
 Existing Zoning: RM-16 and RS-10
 Proposed Zoning: Planned Unit Development
 Max. Units: 96 Units (2 Bedroom)
 Gross Density: $196/4.9 = 19.6$ DU/AC
 Retail Center: +/- 6000 sq. ft.
 Apartment Required Parking: 192 Bedrooms $\times 1.1 = 211.2$, Parking Provided: 212
 Retail Parking Required: 58, Parking Provided: 58 spaces

Parking Table:

Apartments:
 Parking: 192 Bedroom @1.1 Per Bedrooms = 211.2 Required Spaces, 212 Provided.
 Retail Parking: 5000 sq. ft./100 = 50 Spaces, 1000 sq. ft., 1000 sq. ft./250 = 4 Spaces: Total Required 54, Total provided: 58.

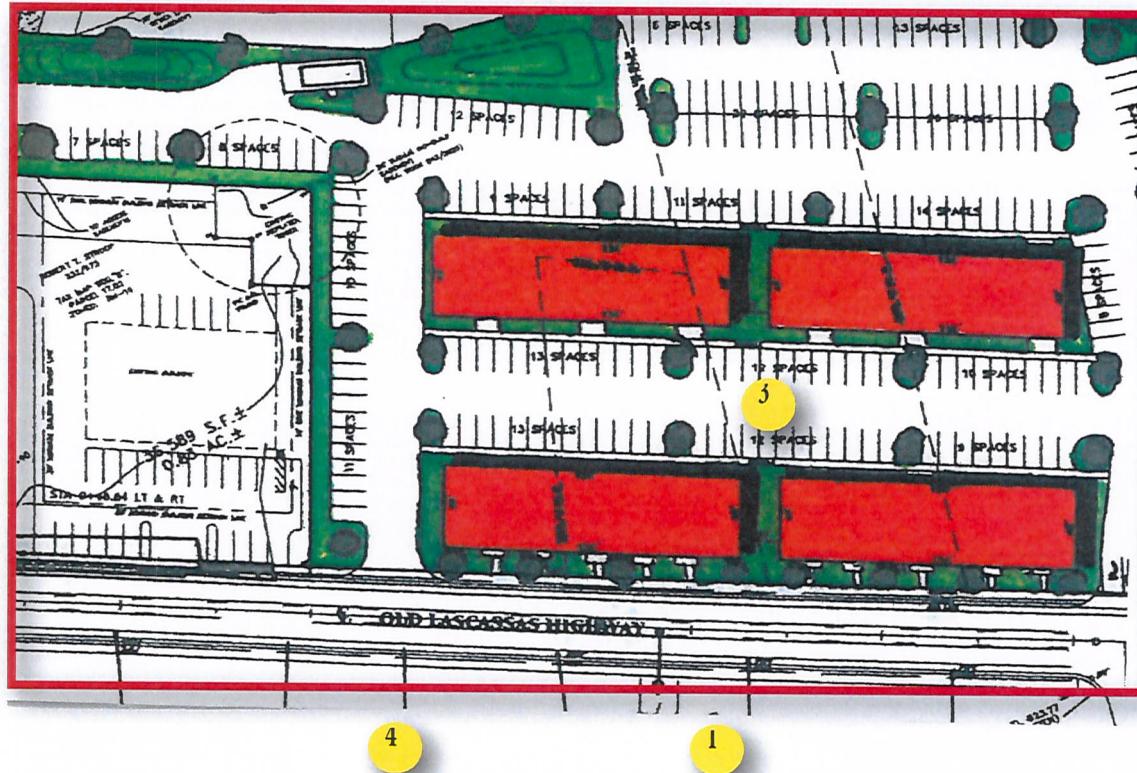
Setbacks:

Apartments: Front 15', Rear 20', Sides 10'
 Commercial: Front 15', Rear 15', sides 10'

Apartment Area Enlargement

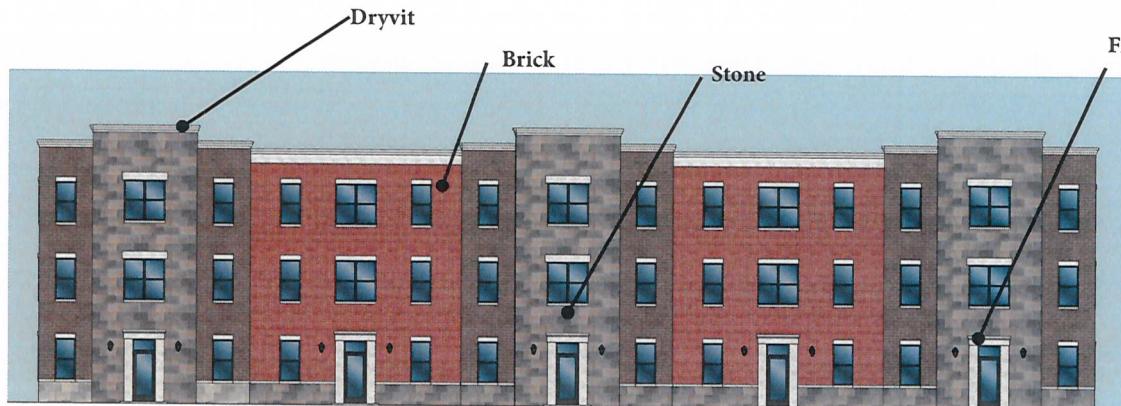
College Point Center

PLANNED UNIT DEVELOPMENT

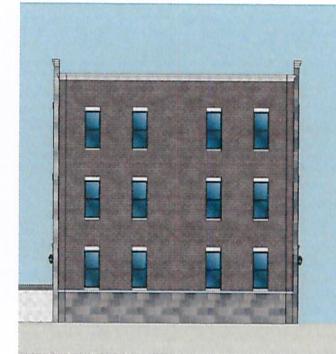


Drawing Locations in Yellow

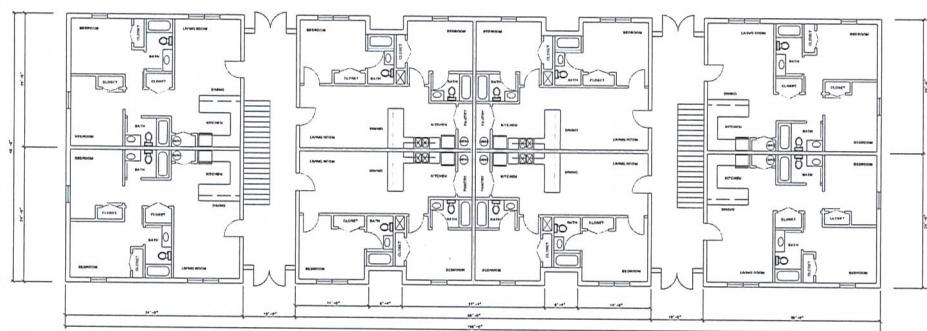
Apartment Architectural Elevations



1 Front Elevation



2 Side Elevation



Typical Floor Plan

The apartment buildings are to be three stories with each floor having two bedroom suite style units. The individual apartment units will be leased as a full dwelling unit and will not be leased by the bedroom. The two buildings located adjacent to Old Lacassas Road will address the street with enhanced streetscaping and have multiple entry points. These two buildings will be used to screen parking from view along Old Lacassas Road.

Apartment Architectural Perspectives

College Point Center
PLANNED UNIT DEVELOPMENT



4 View looking at apartments from Old Lacassas Road looking south.



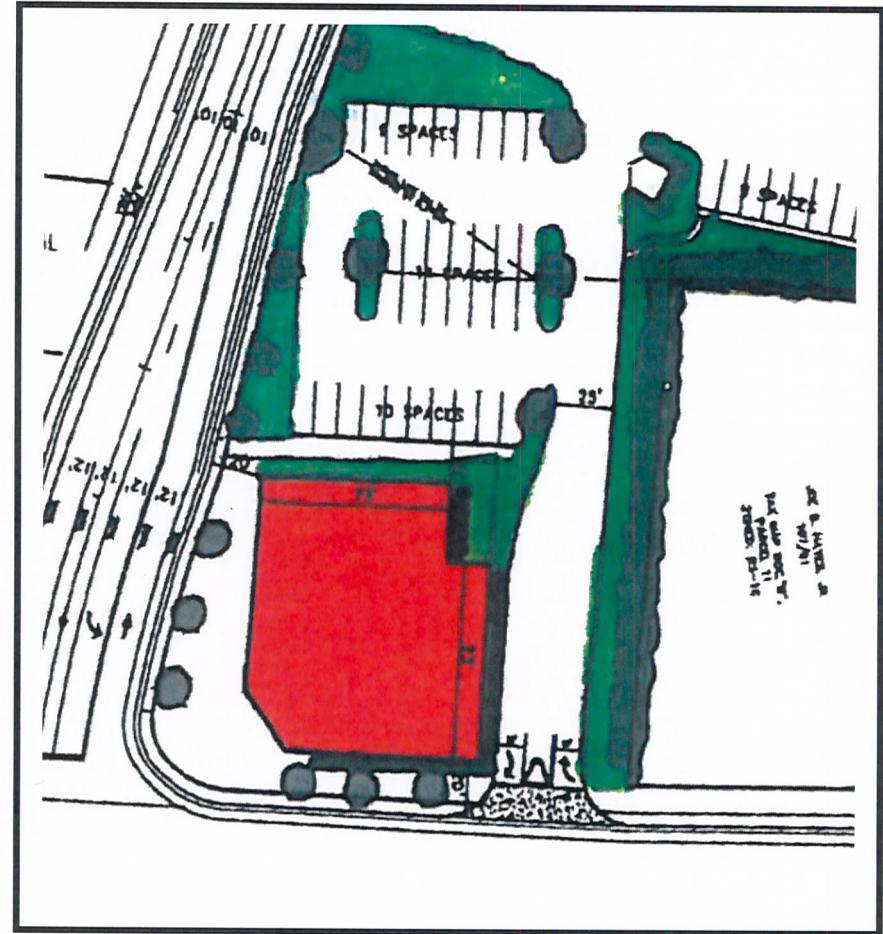
View between apartments



Aerial perspective drawing.

Commercial Center Architectural Elevations

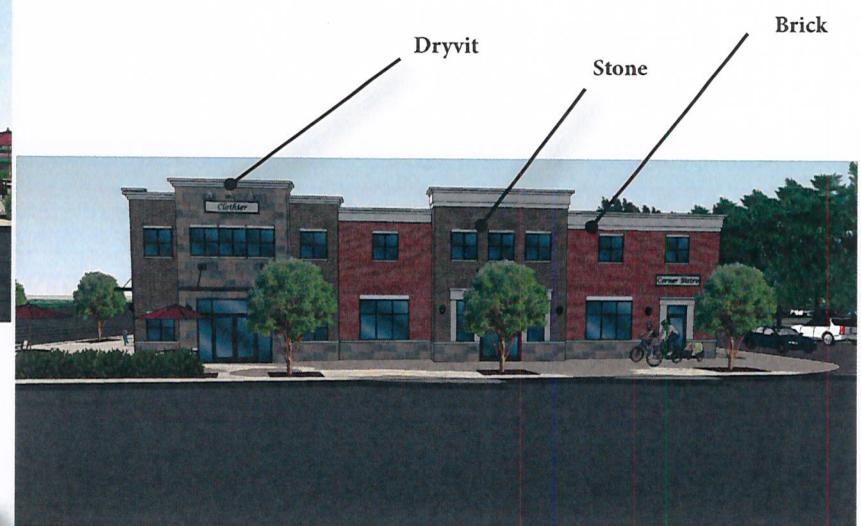
College Point Center PLANNED UNIT DEVELOPMENT



Commercial Center Architectural Perspectives

College Point Center

PLANNED UNIT DEVELOPMENT



Permitted Use List:

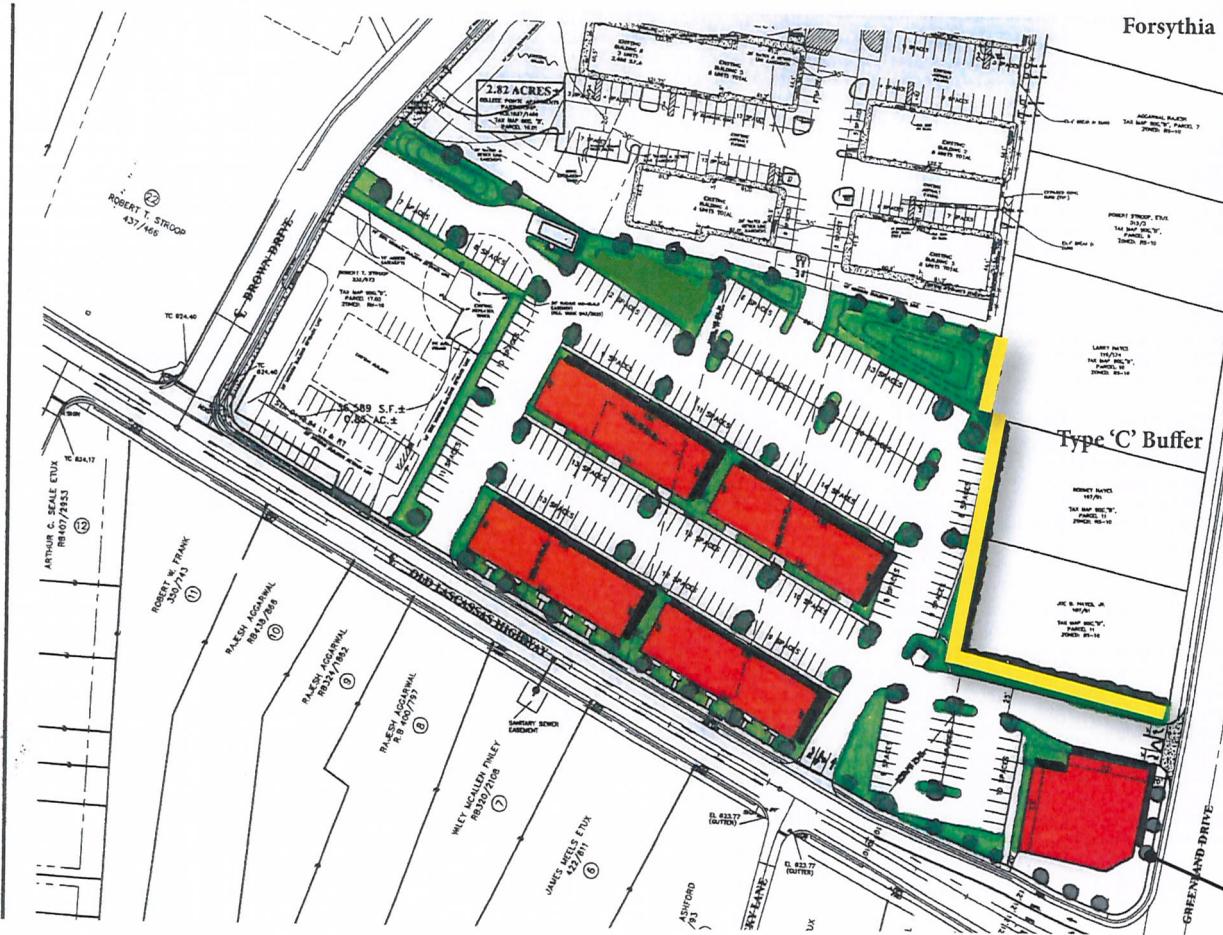
Restaurant
Art and Photo Gallery
Animal Grooming Facility
Bakery
Barber Shop
Book Shop
Business and Communication Services
Catering Establishment
Clothing Store
Commerical Center
Delicatessen
Dry Cleaning
Flower Shop
Health Club
Laundry, Self-Service
Speciality Shop
Neighborhood Shopping Center
Pharmacy
Veterinary Clinic
Restaurant
Carry-out restaurant
Specialty-Limited Restaurant

Prohibited Use List:

Fraternity/Sorority
Family Crisis Center
Family Violence Shelter
Airport/Heliport
Cemetery
Pet Cemetery
Amusements, Commercial Outdoor Motorized
Amusements, Commercial Outdoor Motorized Except Carnivals
Drive-in-Theater
Fireworks Retailer
Kennels
Livestock Auction
Lumber, Building Material
Pawn Shop
Pet Funeral Home
Salvage and Surplus Merchandise
Tatto Parlor
Tavern (however, restaurants serving alcoholic beverages shall
be permitted)
Taxidermy Studio
Tabacco and E-Cigarettes or Vaporized Sales
Adult Cabaret
Adult Entertainment

Conceptual Landscape Plan

College Point Center PLANNED UNIT DEVELOPMENT



Buffer Planting Types



Forsythia



White Pine



Leyland Cypress



Southern Magnolia



Skip Laurel

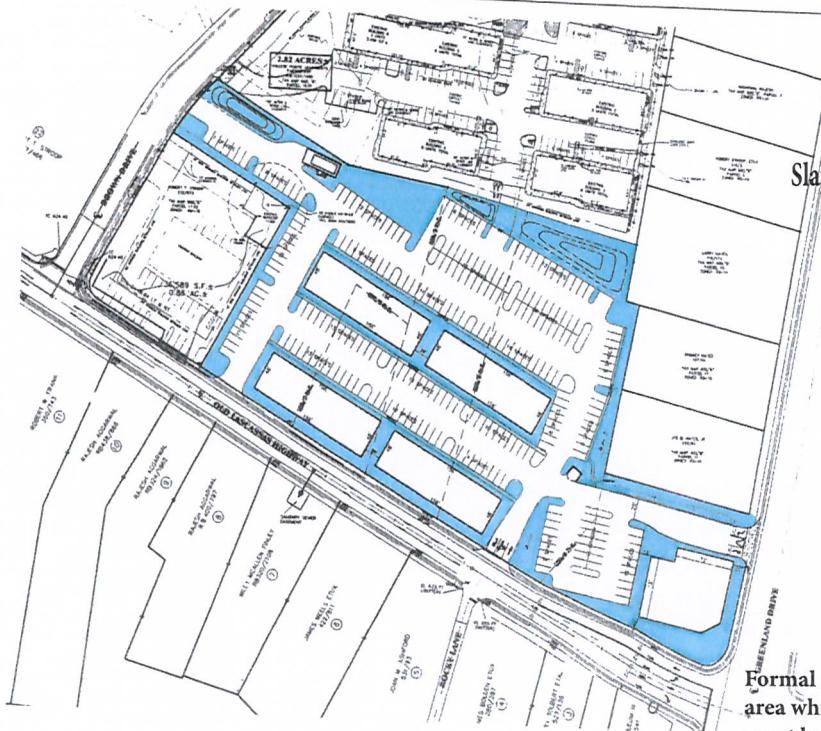


Green Giant Arborvitae

Street Tree

Open Space Requirements

Open space contributes to the environmental quality and aesthetic appearance of the College Point Center development and enhances the quality of life for its residents. The open space requirement is 20% of the developable area. The design provides 30% of the developable area as open space. The open space requirements will be reviewed with the Planning Commission at site plan.



Open Space Diagram

College Point Center

PLANNED UNIT DEVELOPMENT

The formal open space will house a "slap ball" level turf area to qualify for the active recreation area.

The formal open space with hardscape and benches

Slap Ball or Sand Volleyball

Coverd Pavilion w/ Grill

Amenity Area Enlargement

Formal open space provides a more structured environment and is quantified by 5% of the developable area which is approximately 10,000 square feet. The development meets the 10,000 square foot requirement by providing 5,600 square foot passive amenity area and 4,400 square feet of passive seating and patios between the apartment buildings. Not including the additional hardscape plaza on the front of the commercial building.

Formal Open Space Amenities



20' x 20' Pavilion

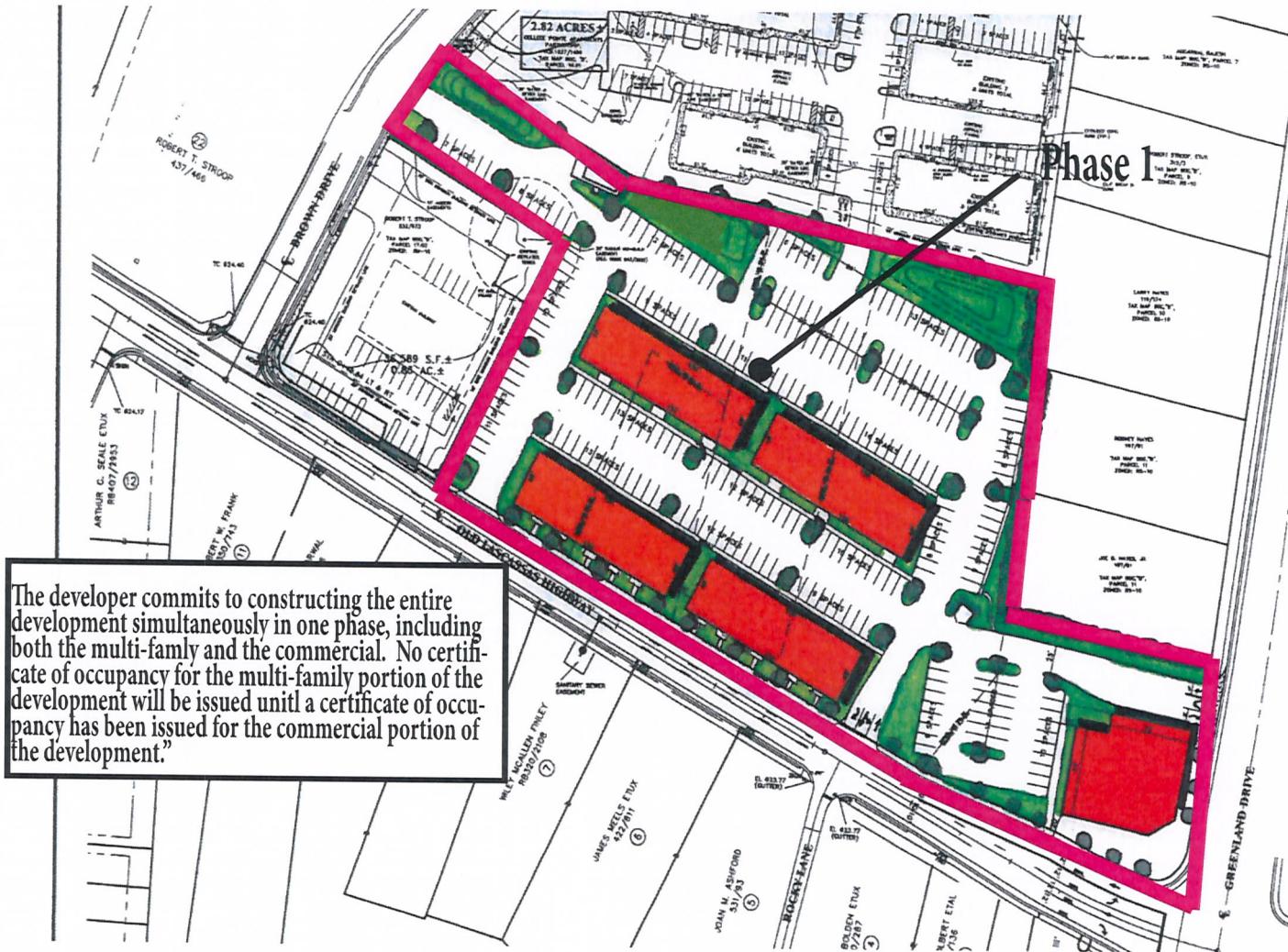
The formal open space areas are both passive and active areas. The passive area will consist of a covered pavilion and benches with the introduction of several shade trees in the area. The formal open spaces on the front of the commercial building will be an extension of the dining activities on the inside of the building by providing an outdoor cafe feeling. The plaza will have scored concrete with elegant site furnishings. The plaza corner will have the MTSU hardscape plan consistent with the adjacent corner.



Cafe Seating (Image does not represent the final design)

Phasing Plan

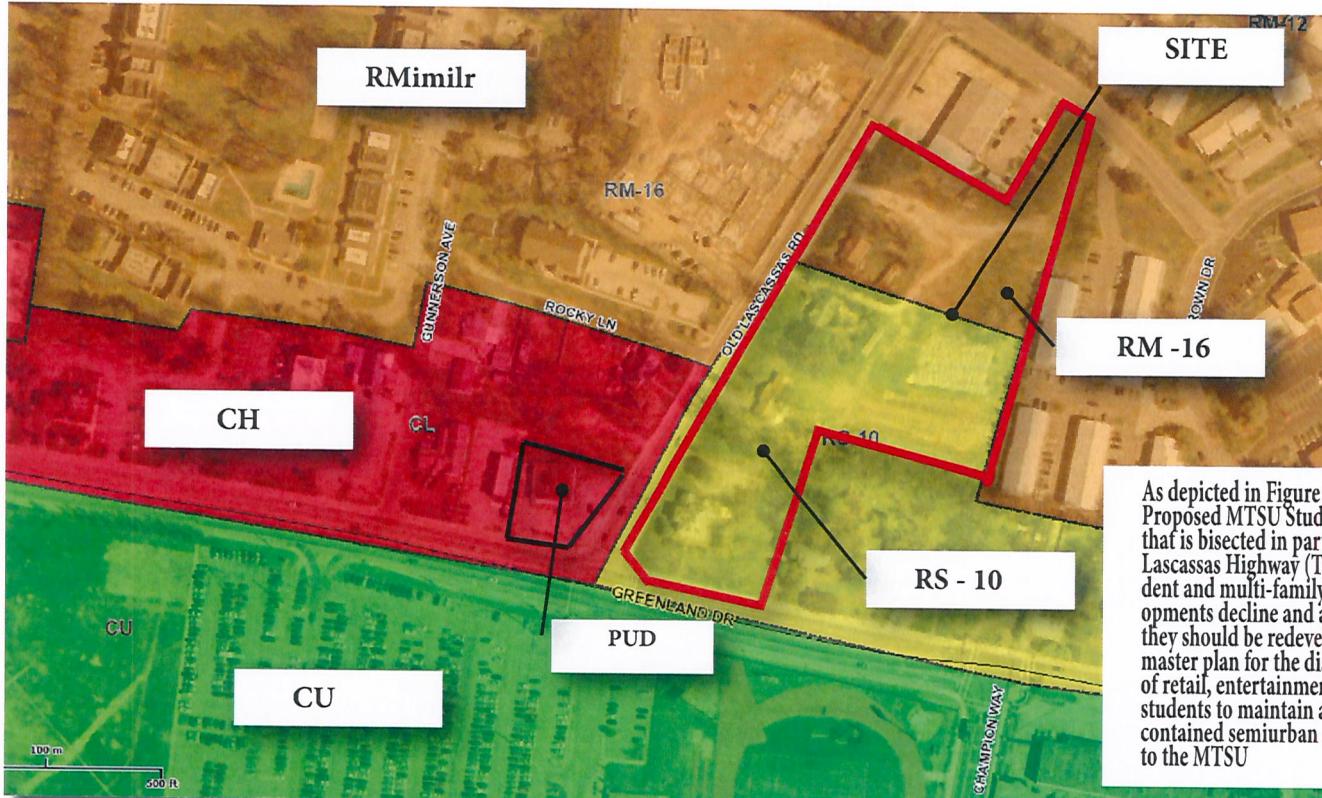
College Point Center
PLANNED UNIT DEVELOPMENT



2035 Plan Recommendation

College Point Center

PLANNED UNIT DEVELOPMENT



As depicted in Figure 4.10 (In 2035 Comprehensive Plan), Proposed MTSU Student Village, the area north of MTSU that is bisected in part by Old Lascassas Highway and New Lascassas Highway (TN SR 96) is primarily composed of student and multi-family housing. As these residential developments decline and are deemed worthy of redevelopment, they should be redeveloped according to an overarching master plan for the district, that includes a larger proportion of retail, entertainment and recreational activities; to enable students to maintain a social life within a concentrated and contained semiurban environment in immediate proximity to the MTSU

The 2035 Comprehensive Plan identifies the subject property as an institutional site which incorporates the College University District (CU). The potential of developing a "Student Village" feel is the desired goal of the developer and the City planning staff. The design of the College Point Center development is in alignment with the 2035 Comprehensive Plan recommendations.

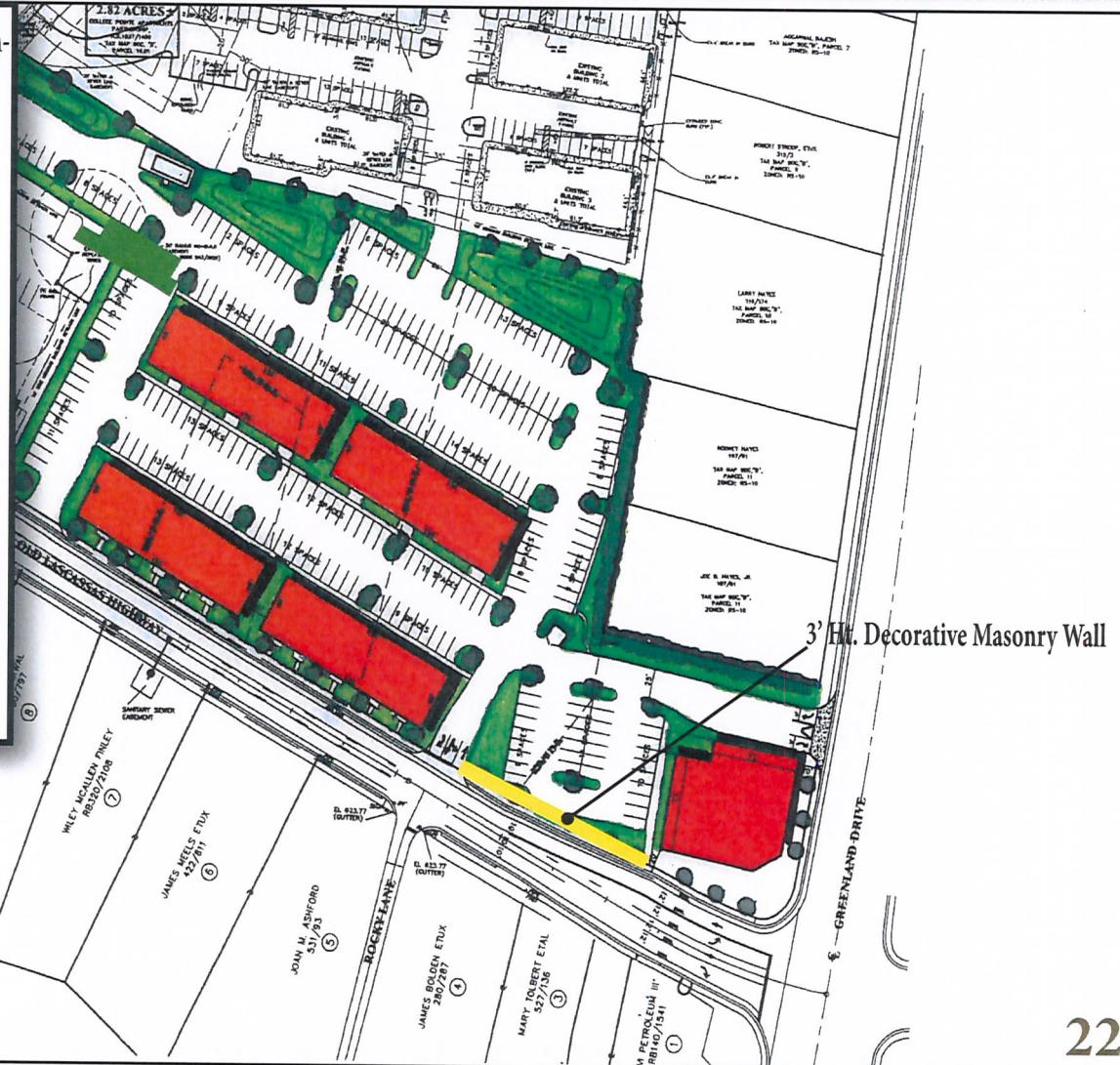
Security Plan

College Point Center PLANNED UNIT DEVELOPMENT

College Point Center will aspire to the highest level of security as recommended by the City of Murfreesboro.

The following are the security measures being taken:

- *180 degree "peepholes" in all front doors
- *one-inch deadbolts on all exterior doors
- *Three-inch screws in strike plates and at least one in each door hinge
- *Lift and slide protection on all accessible windows.
- *Hinges pinned (Outward opening doors)
- *Adequate security lighting in working order
- *Clearly visible address/building numbers
- *Properly trimmed landscaping
- *All suites are to be leaseses no lease by room option
- *Surveillance cameras will be installed and utilized in the multi-family portion of the development
- *The developer has committed to providing on site security which will patrol the College Point Center Apartments, College Center Apartments, and College Point Apartments (all units under developer's ownership)
- *The developer will pursue the CPTED/MPD/MTSU certification



Planned Development Criteria

College Point Center
PLANNED UNIT DEVELOPMENT

General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: *The site is owned by Rajesh Aggarwal. The lot is currently zoned RM-16 and RS-10 in the City of Murfreesboro.*
2. Waiver of BZA action: *No action of the BZA shall be required for approval of this planned commercial development.*
3. Common open space: *Open space will be provided throughout the development.*
4. Accessibility to site: *The property is accessible from Old Lacassas Road and Greenland Drive.*
5. Off street parking. *See sheet 10 for parking calculations.*
6. Pedestrian circulation: *A sidewalk will be added along Old Lacassas Road and Greenland Drive.*
7. Privacy and screening: *A type C buffer will be required along the southern property line.*
8. Zoning and subdivision modifications proposed: *The property owner is requesting the property be rezoned from the current RM-16 and RS-10 to a Planned Unit Development. Once approved as a PUD only the uses specified in this document will be permitted.*
9. Phasing: *The project shall be completed in one phase.*
10. Annexation: *Annexation is not requested with this zoning request.*
11. Landscaping: *Landscaping buffers and perimeter yard planting will be included with the site plan. A type C buffer is required on the south property line, and the perimeter planting yards will occur on the remaining property line.*
12. Major Thoroughfare Plan: *The PRD is consistent with the Major thoroughfare plan.*
13. Applicant contact information: *Contact information is located on sheet 1.*
14. Proposed Signage: *Signage location is depicted on the Conceptual Master and will be consistent with the proposed materials on the structures.*

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in pattern book sheet 6*
- 2/3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book sheets 5, 7-9.*
- 4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book sheets, 10-16*
6. Development schedule: *The project is currently being projected in the next few years.*
7. Relationship of the planned development to current city policies and plans: *The development is consistent with the growth in the area and will serve the housing needs of the university.*
8. Proposed deviation from zoning and subdivision ordinance: *NA*
9. Site tabulation data for land area, FAR, LSR, and OSR: *L.S.R. .18 and F.A.R. .18*
10. The nature and extent of any overlay zones as described in Section 24 and 34: *The development is consistent with the 2035 plan for the City of Murfreesboro.*

ORDINANCE 18-OZ-50 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.9 acres along Old Lascassas Road and Greenland Drive from Single-Family Residential Ten (RS-10) District and Residential Multi-Family Sixteen (RM-16) District to Planned Unit Development (PUD) District (College Pointe Center PUD); Rajesh Aggarwal, applicant [2018-425].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map 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 any additional 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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



Ordinance 18-OZ-50

MIDDLEBOROUGH CT

PRD

RM-12

RM-12

Area
Rezoned from
RM-16 to PUD

RM-16

CL

GUNNISON AVE

CL

PCD

CL

CL

PCD

R

Area
Rezoned from
RS-10 to PUD

RS-10

RM-16

RM-16

RS-10

GREENLAND DR

CHAMPION WAY

CU

RM-16

BROWN DR

DR

HANOVER ST

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Cross-Connection Control Testing Charge Increase

Department: Water Resources

Presented by: Darren Gore

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

Staff is requesting increase the cross-connection control testing charge starting July 1, 2019. MWRD's cross-connection control testing charge was started in 2009, and the charges have not increased.

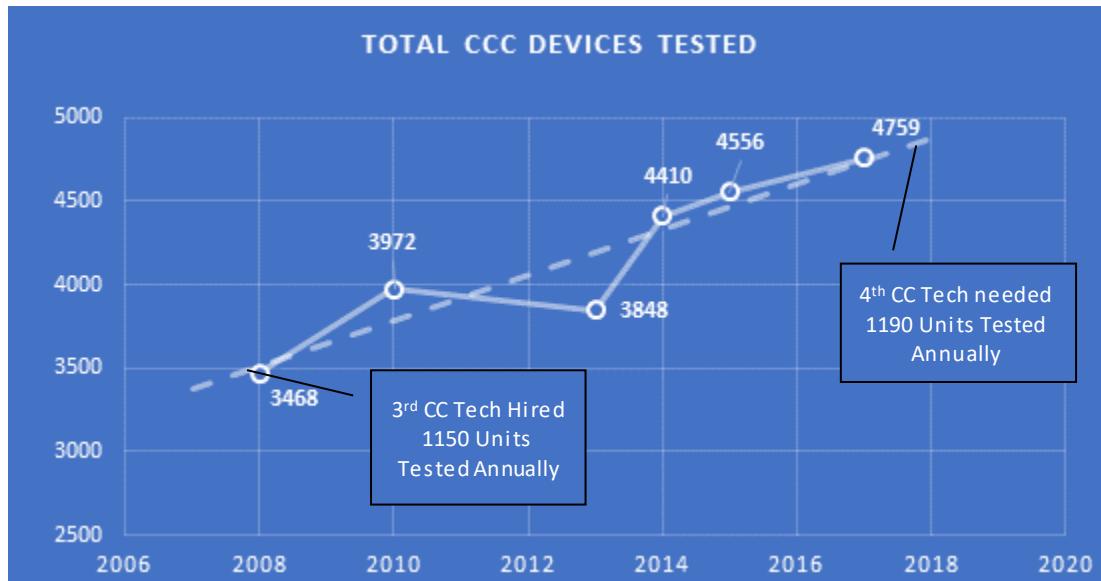
Staff Recommendation

The Water Resources Board recommends to the City Council approving the increase in the cross-connection control testing charge starting July 1, 2019.

Background Information

In 2009, there was 3,845 devices tested and certified by the Department each year. The cross-connection program budget was approximately \$220,000 per year. The testing charge was anticipated to provide an estimated revenue of \$133,000 to offset some of these expenses.

In 2017, the Department was testing 4,759 devices annually. This is an increase of 914 devices in eight (8) years. As a result, in August 2018, the Department hired another Cross-Connection Control Technician to keep up with the required testing annually (see chart below). In 2019, the Department is testing 4,855 devices annually.



The table below shows the actual revenue from the testing charges during FY 17, 18 and 19.

| | FY17 | FY18 | FY19 (YTD 3/19/19) |
|---------------------|-------------|------------|-----------------------|
| Revenue (Actual) | \$131,200 | \$126,570 | \$126,860 |
| Expenses (Actual) | \$243,955 | \$222,997 | \$207,205 |
| Difference (Actual) | (\$112,755) | (\$96,427) | (\$80,345) |

The table below shows current testing charges for middle Tennessee utilities.

| Utility Name | Domestic (annual) | Fire Line (annual) |
|--------------|-------------------|--------------------|
| Brentwood | \$55/device | \$95/device |
| Clarksville | \$55/device | \$55/device |
| Gallatin | \$40/device | \$40/device |
| Nolensville | \$60/device | \$100/device |

The table below shows the current testing charges established in 2009 versus the proposed charges starting July 1, 2019 for MWRD.

| | Current (since 2009) CCC testing charge | Proposed CCC testing charge |
|-------------------------------------|--|--------------------------------|
| Annual Test | \$35/device | \$45/device |
| 1st Retest | \$0/device | \$0/device |
| 2nd Retest | \$50/device | \$60/device |
| 3rd Retest | \$100/device | \$125/device |
| Fire line (if bypass is present) | \$70/fireline | \$75/fireline |

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

Fiscal Impacts

The \$10/device increase charge for annual testing alone will provide an additional \$48,550/year for the current number of 4,855 devices.

Attachments

Resolution 19-R-09

RESOLUTION 19-R-09 approving revised fees of the Murfreesboro Water and Sewer Department for administration of the Cross-connection Control Program.

WHEREAS, Murfreesboro City Code Section 33-21 provides that the City Council shall set, by resolution, all fees for administration of the Cross-connection Control Program; and,

WHEREAS, Resolution 09-R-10, passed by City Council on June 4, 2009, established cross-connection control charges and there is a need to revise charges due to inflation and the expenses associated with this program; and,

WHEREAS, the Murfreesboro Water Resources Board recommended these fees at its April 30, 2019 meeting.

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

SECTION 1. The fee schedule for the Cross-connection Control Program shall be revised as follows:

High Risk Hazard Connection

| Inspection | Fee |
|--------------------------------------|---------------|
| Annual Inspection | \$45.00 |
| 1 st Follow-up Inspection | \$0.00 |
| 2 nd Follow-up Inspection | \$60.00 |
| Final Follow-up Inspection | \$125.00 |
| Post Disconnect Inspections* | \$100.00 |
| Fire line (if bypass is present) | \$75/fireline |

*Post disconnect costs do not include reconnect fees.

High & Low Hazard Connection

| Inspection | Fee |
|--------------------------------------|---------------|
| Annual Inspection | \$45.00 |
| 1 st Follow-up Inspection | \$0.00 |
| 2 nd Follow-up Inspection | \$60.00 |
| Final Follow-up Inspection | \$125.00 |
| Post Disconnect Inspections* | \$100.00 |
| Fire line (if bypass is present) | \$75/fireline |

*Post disconnect costs do not include reconnect fees.

SECTION 2. This Resolution shall be effective on July 1, 2019, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Rezoning approximately 3.55 acres located along Hope Way and the West Northfield Boulevard extension
[Public Hearing Required] (First Reading)

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance establishing the requested zoning.

The Planning Commission unanimously recommended approval of the rezoning by a vote of 7-0.

Background Information

New Vision Baptist Church of Murfreesboro, Inc. presented a zoning application [2019-410] for approximately 3.55 acres to be rezoned from MU (Mixed Use District) and GDO-3 (Gateway Design Overlay District 3) to RS-15 (Single-Family Residential District 15). During its regular meeting on April 3, 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 Priorities Served

Engaging Our Community

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

Fiscal Impacts

None.

Attachments:

1. Ordinance 19-OZ-10
2. Map of the area
3. Planning Commission staff comments
4. Planning Commission minutes in draft form
5. Rezoning application

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 03, 2019**

5.a. Zoning application [2019-410] for approximately 3.55 acres located along West Northfield Boulevard and Hope Way to be rezoned from MU and GDO-3 to RS-15, New Vision Baptist Church of Murfreesboro Inc. developer. (project planner: Margaret Ann Green).

The subject property is located at the terminus of Hope Way and along the West Northfield Boulevard extension, just northwest of the Vanderbilt University Medical Clinic. The property is a vacant, undeveloped parcel, is approximately 3.6 acres and is identified on Tax Map 080 Parcel 002.00.

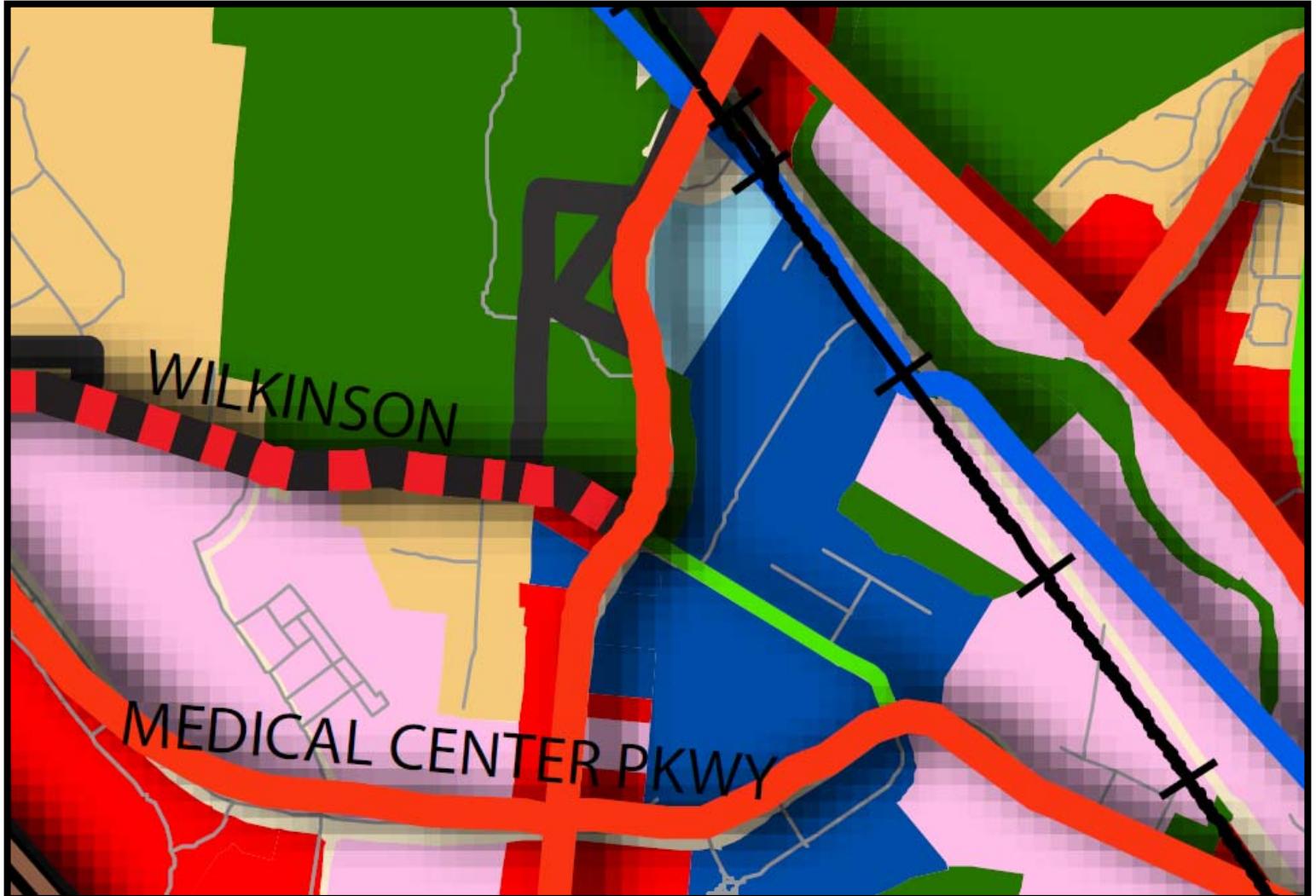
The subject property is owned by the City of Murfreesboro and is under contract with New Vision Baptist Church, who has applied for this zoning change request. A stipulation in the contract with the City is that New Vision rezone the property from MU (Mixed Use District) to RS-15 (Single-Family, Residential District). New Vision anticipates expanding their parking lot within this area, as use that is permitted with a Special Use Permit (SUP) in the RS-15 district.

Future Land Use Map

The Murfreesboro 2035 Future Land Use Map indicates that Business Park Character (BP) uses are most appropriate for the subject property.

The purpose of the Business Park [BP] land use classification for this Comprehensive Plan's Future Land Use Map, is to foster stability and growth of high-quality office and office/distribution, technology, research and development, and similar industries that are enhanced by access transportation networks and that provide desirable employment opportunities for the general welfare of the community. Business Parks are suburban in character, are typically developed in a campus style setting that features reduced site coverage and increased open space; and may include offices and associated administrative, executive professional uses, and specified institutional and limited commercial uses.

The Planning Commission will need to conduct a public hearing on the matter of the zone change request, after which it will need to discuss this matter and then formulate a recommendation for City Council.



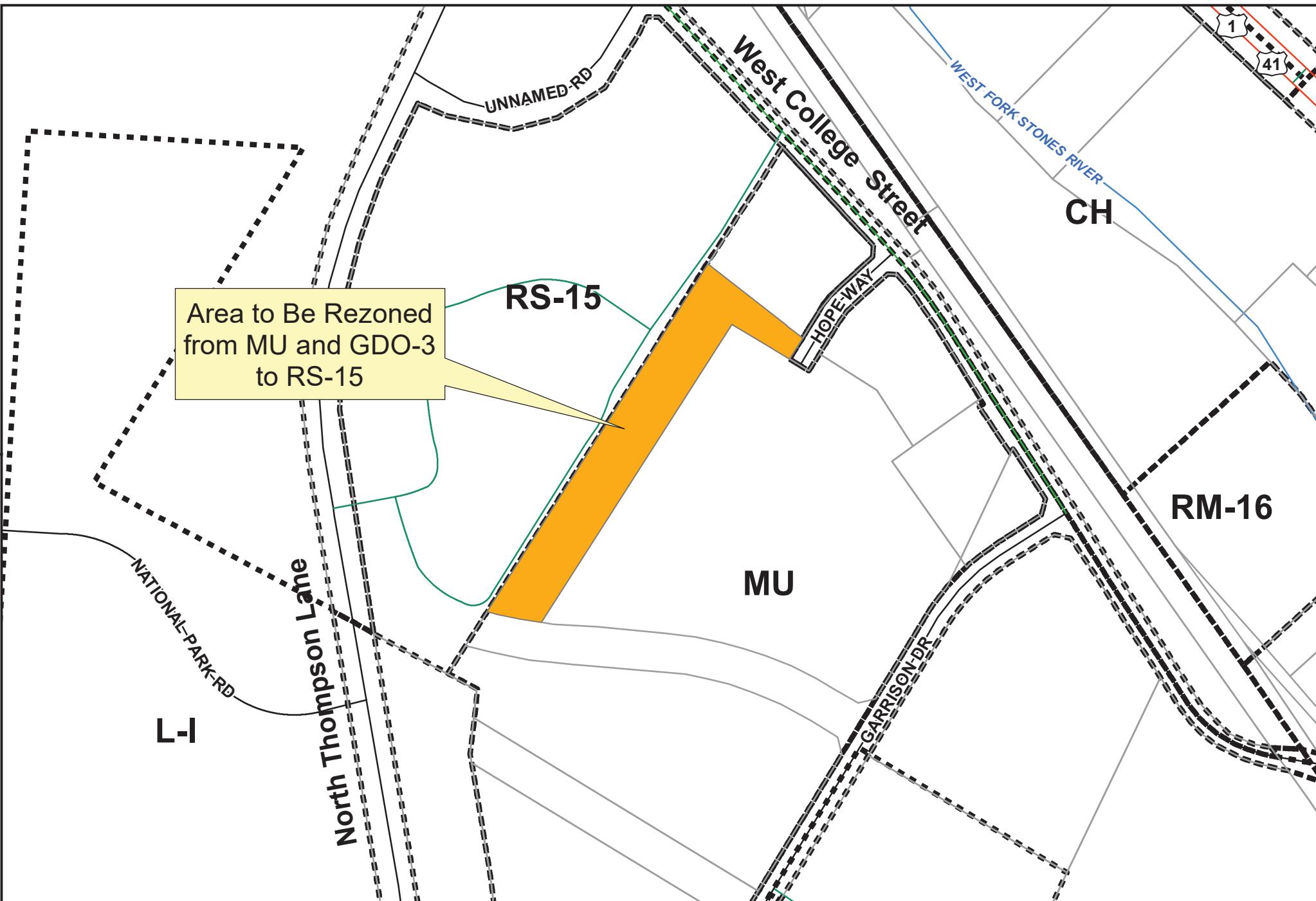
MAP 4.2

Future Land Use Map

LAND USES

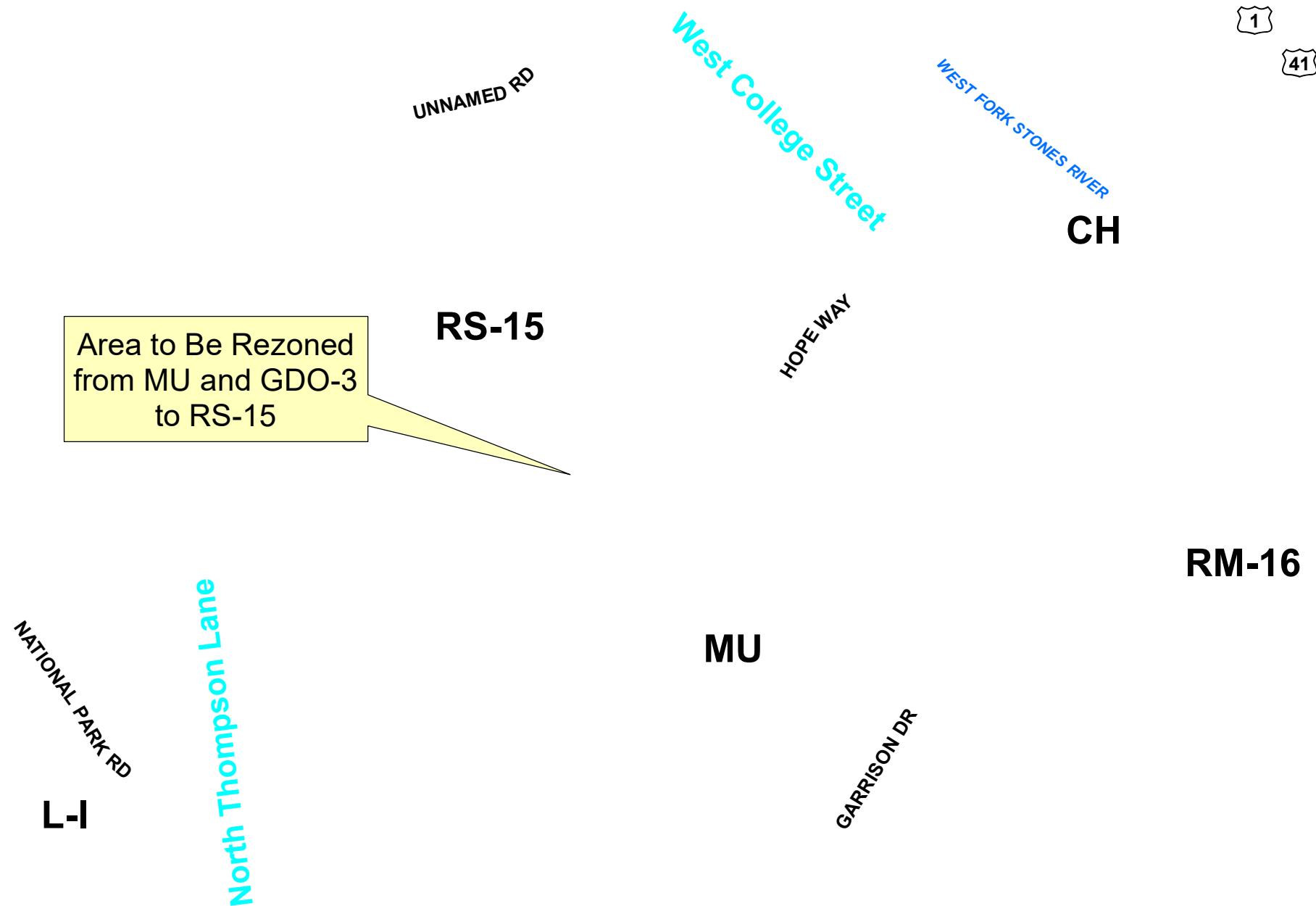
Proposed Land Uses

- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional



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

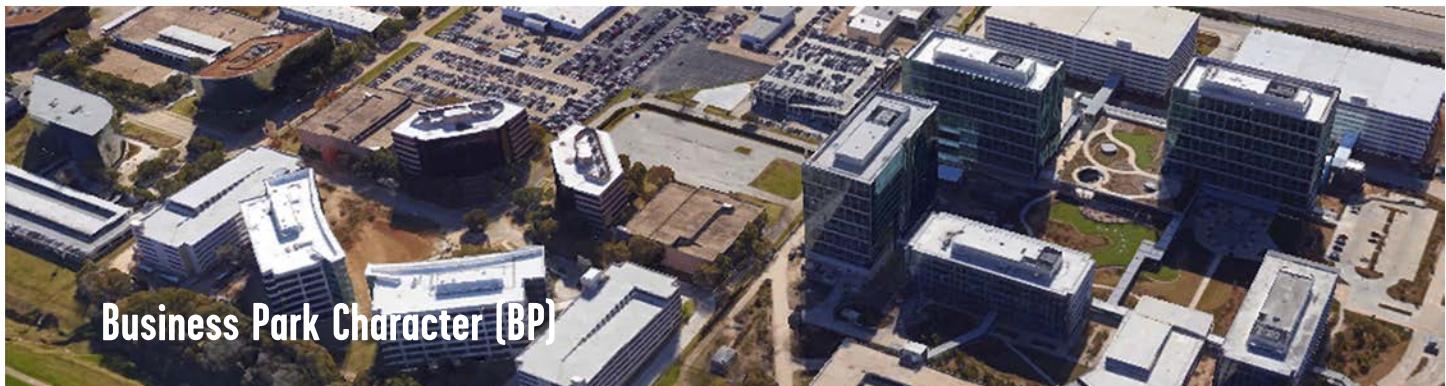




Rezoning Request for Property Along Hope Way MU and GDO-3 to RS-15

0 250 500 1,000 Feet





Business Park Character (BP)

BUSINESS (OFFICE) PARK CHARACTER (BP)

The purpose of the Business Park [BP] land use classification for this Comprehensive Plan's *Future Land Use Map*, is to foster stability and growth of high-quality office and office/distribution, technology, research and development, and similar industries that are enhanced by access transportation networks and that provide desirable employment opportunities for the general welfare of the community. Business Parks are suburban in character, are typically developed in a campus-style setting that features reduced site coverage and increased open space; and may include offices and associated administrative, executive professional uses, and specified institutional and limited commercial uses.

Development Types:

Many businesses located in an office setting provide professional services. From a land use planning perspective, it is important to distinguish office uses from other commercial activities. The “pure” office uses entail minimal amounts of interaction with customers. Employees are the primary activity generators for offices.

- ▶ Primarily office, medical, and technology/research uses;
- ▶ higher-density auto urban (general) residential (20-30 percent of total area max.);
- ▶ Public/institutional; and
- ▶ Common green spaces.

Characteristics:

- ▶ Typically a minimum Landscape Surface Ratio (lot coverage) of 20 to 30 percent, which allows for sizable building footprints since most developments involve large sites.
- ▶ Extensive landscaping of business park perimeter, and special streetscape and design treatments at entries, key intersections, and internal focal points.
- ▶ Development outcomes often controlled by private covenants and restrictions that exceed City ordinances and development standards.

- ▶ Intended to create a highly attractive business investment environment.
- ▶ Site operations are conducted indoors with no outdoor storage or display.

Siting Criteria:

Programmatic and locational criteria for light industrial/business park development include the following considerations:

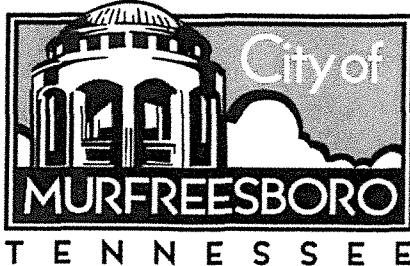
1. Encourage the formation of new unified business park corridors (e.g., Veterans Parkway) or the development of individual parcels as part of business parks by focusing new growth in a more clustered pattern, as opposed to isolated parcels along strips of non-residential land uses lining thoroughfares.
2. Sufficient acreage, either on one parcel or through assembling multiple parcels, to ensure that current and future expansion needs are satisfied. The estimated size of park should be 50-250 acres.
3. Configuration: Square or rectangular sites are preferred as they offer the greatest flexibility and satisfy most uses.
4. Shovel-ready sites: In-place infrastructure (e.g., utilities, accessibility, rail, etc.) increases speed-to-market, decreases construction / implementation costs, and minimizes risk (e.g., a proposed access road or interchange may not be constructed when planned).

Intensity / Height Guidelines:

- ▶ 0.35 FAR; intensities above 0.35 FAR and up to 1.0 FAR may be permitted with measures for highly sustainable development best practices, to be specified within zoning ordinance or precise plan standards / up to eight (8) stories.

City Zoning Districts:

- ▶ General Office District (OG)
- ▶ General Office District - Residential (OG-R)
- ▶ Medical District - Commercial (CM)



Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

| | |
|---|-----------------|
| Zoning & Rezoning Applications – other than rezoning to planned unit development | \$700.00 |
| Zoning & Rezoning Applications – Planned Unit Development, initial or amended | \$950.00 |

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: New Vision Baptist Church of Murfreesboro, Inc

Address: 1750 N. Thompson Lane City/State/Zip: Murfreesboro, TN 37129

Phone: (615) 895-7167 E-mail address: greg.freeman@newvisionlife.com

PROPERTY OWNER: City of Murfreesboro

Street Address or property description: Murfreesboro Gateway Vanderbilt Subdivision Lot 3

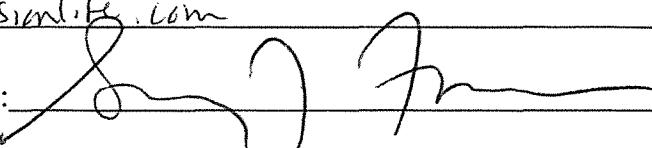
and/or Tax map #: _____ Group: _____ Parcel (s): _____

Existing zoning classification: MU, GDO-3

Proposed zoning classification: RS-15 Acreage: 3.55

Contact name & phone number for publication and notifications to the public (if different from the applicant): Greg Freeman, (615) 895-7167

E-mail: greg.freeman@newvisionlife.com

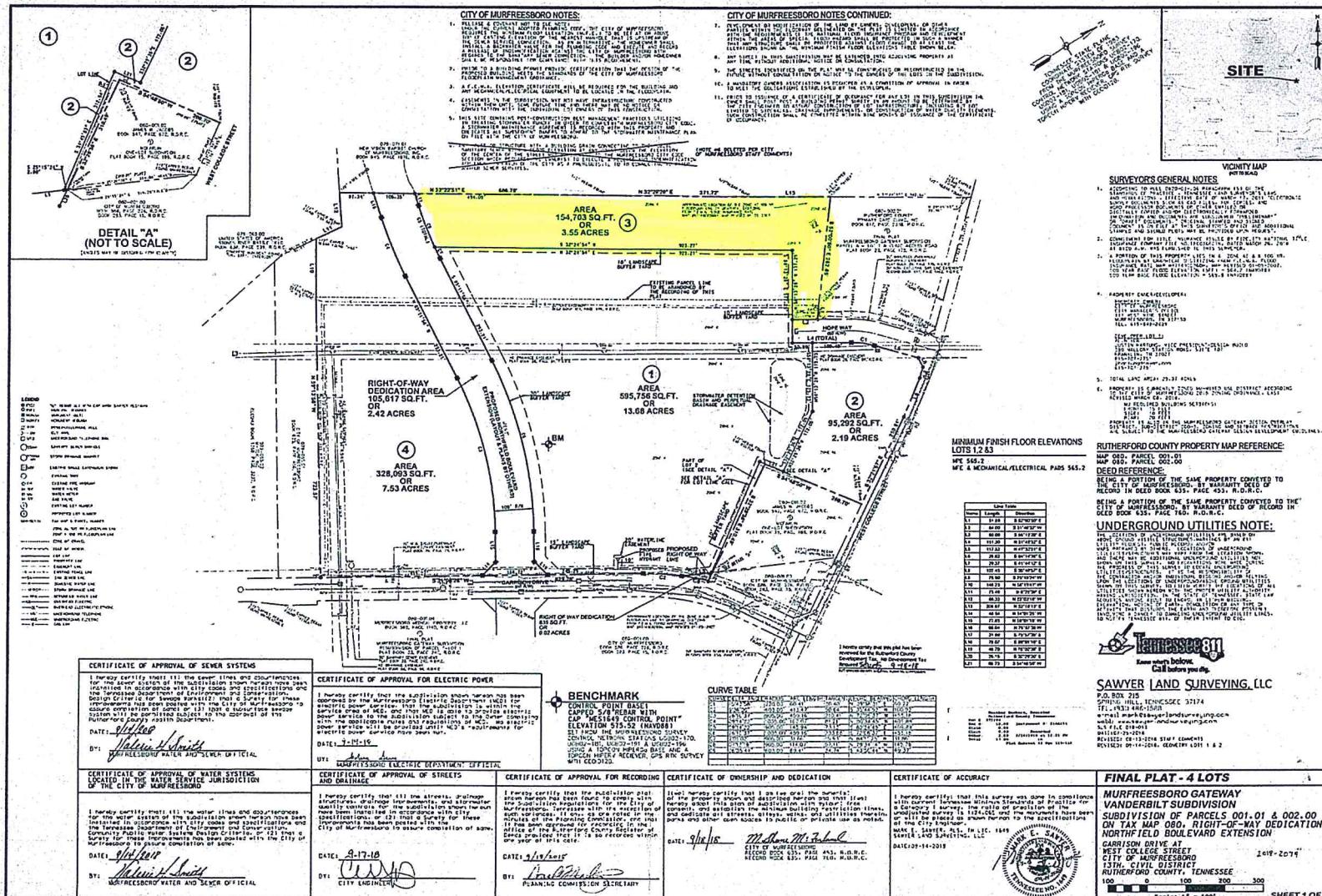
APPLICANT'S SIGNATURE (required): 

DATE: 2/27/2019

*****For Office Use Only*****

Date received: _____ MPC YR.: _____ MPC #: 2019-410

Amount paid: \$700.00 Receipt #: 293613



Minutes of the
Murfreesboro Planning Commission
April 3rd, 2019
Council Chambers 6:00 P.M.

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Ronnie Martin
Jennifer Garland
Chase Salas

Staff Present

Donald Anthony, Planning Director
Matthew Blomeley, Assist. Planning Director
Margaret Ann Green, Principal Planner
Lexi Stacey, Recording Assistant
Sam Huddleston, Executive Director of Dev. Services
David Ives, Assistant City Attorney
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Jafar Ware, Planner

Acting as Chair, Ms. Kathy Jones called the meeting to order after determining there was a quorum.

Mr. Donald Anthony introduced Mr. Chase Salas as the newest member of the Planning Commission.

Mr. Anthony stated that the Planning Commission should elect a Chair to carry out the rest of former Chairman Bob Lamb's term. Mr. Anthony noted that the new Chair will serve through June of 2019.

Mr. Anthony opened the floor for nominations. Mr. Ken Halliburton nominated Ms. Kathy Jones, seconded by Mr. Warren Russell. Mr. Anthony asked if Ms. Jones would be willing to serve, if elected. Ms. Jones said yes. The motion carried by unanimous vote in favor.

Mr. Anthony states that the Planning Commission should elect a Vice Chair to replace former Vice Chair Kathy Jones. Mr. Ronnie Martin nominated Mr. Ken Halliburton, seconded by Mr. Chase Salas. Mr. Anthony asked if Mr. Halliburton would be willing to serve, if elected. Mr. Halliburton said yes. The motion carried by unanimous vote in favor.

The minutes from the March 20, 2019 Planning Commission meeting were approved as submitted.

Zoning application [2019-410] for approximately 3.55 acres located along West Northfield Boulevard and Hope Way to be rezoned from MU and GDO-3 to RS-15,

April 3rd, 2019

New Vision Baptist Church of Murfreesboro Inc. developer. Ms. Margaret Ann Green summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Ms. Green explained that this 3.55-acre parcel is currently owned by the City of Murfreesboro and has a current application pending to transfer ownership of it to New Vision Baptist Church in exchange for property that the City needs to build the West Northfield Boulevard Extension. Ms. Green noted that the stipulation in the contract is for the City to have this 3.55-acre parcel rezoned from MU and GDO-3 to RS-15. Mr. Blake Garner and Mr. Greg Freeman were in attendance to represent the applicant

Mr. Ken Halliburton asked if the Special Use Permit that the church has will automatically apply to the new parcel. Ms. Green said that it would not apply and that the church will have to go to the Board of Zoning Appeals to have this parcel added to their Special Use Permit.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Ms. Jones closed the public hearing.

Mr. Garner said that the church plans to extend their parking onto this parcel. Mr. Eddie Smotherman asked that if there would be any specifics about lighting with this rezoning. Ms. Green said that the Zoning Ordinance allows for LED and incandescent lighting, but LED lighting is the most common. Ms. Green stated that the Design Guidelines also regulate the height, fixture type, glare, and footcandles both inside and outside the Gateway District Overlay. Mr. Garner added that the new parking lot will not match the current parking lot and that it will meet the current photometric standards.

Mr. Warren Russell made a motion to approve subject to all staff comments, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Mandatory Referral [2019-708] to consider the disposition of surplus property at the southeast corner of Memorial Boulevard and Airport Road, City of Murfreesboro Administration Department applicant. Mr. Matthew Blomeley summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Mr. Blomeley noted that this mandatory referral is to dispose of this surplus property to allow the property to be sold for potential commercial development. Ms. Kathy Jones asked how large the parcel is. Mr. Blomeley replied that he believes it is between two and three acres. Mr. David Ives said that the money made off this property will go back into improving the airport. Mr. Ives noted that the FAA has released this parcel as it is unusable by the airport.

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Mandatory Referral [2019-709] to consider the disposition of surplus property along West Vine Street, City of Murfreesboro Legal Department applicant. Mr. David Ives summarized the staff report, which was made available in the agenda packet provided to the

ORDINANCE 19-OZ-10 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.55 acres along the West Northfield Boulevard extension and Hope Way from Mixed Use (MU) District and Gateway Development Overlay Three (GDO-3) District to Single-Family Residential Fifteen (RS-15) District; New Vision Baptist Church of Murfreesboro, Inc., applicant [2019-410].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Fifteen (RS-15) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

H-I

CH

UNNAMED RD

WEST FORK STONES RIVER

RS-15

WEST COLLEGE STREET

Area Rezoned
From MU and
GDO-3 to RS-15

RM-16

MU

NORTH THOMPSON LANE

NATIONAL PARK RD

L-I

GARRISON DR



COUNCIL COMMUNICATION

Meeting Date: 5/16/19

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 matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for items "a", "b", and "c" below on June 20, 2019. Schedule public hearing for item "d" on August 22, 2019.

Background Information

During its regular meeting on May 1, 2019, the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a.** Proposed amendments to the Zoning Ordinance regarding Sections 14 and 22 and Charts 1 and 2 [2019-803], pertaining to industrial uses, City of Murfreesboro Planning Department applicant.
- b.** Proposed amendment to the Zoning Ordinance regarding Section 24 Planned Signage Overlay District pertaining to eligible zones and uses for PSO zoning [2019-806], City of Murfreesboro Building and Codes Department applicant.
- c.** Proposed amendments to the Sign Ordinance regarding Sections 25.2-2, 25.2-25, 25.2-26 pertaining to building entry signs, banners, and institutional group assembly uses [2019-805], City of Murfreesboro Building and Codes Department applicant.
- d.** Proposed amendment to the Zoning Ordinance regarding Section 24. Overlay District Regulations, Article VI. CCO, City Core Overlay District [2019-802], pertaining to expansion of the CCO zoning district, City of Murfreesboro Planning Department applicant.

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:

None.

COUNCIL COMMUNICATION

Meeting Date: 5/16/19

Item Title: Mill Street, Tiger Hill and Halls Hill Storage Tank Repair and Recoating Project

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

SSR has provided an Engineer's Estimate of Probable Construction costs for a contractor to provide repair and recoating (repainting) of the Mill Street, Tiger Hill and Halls Hill storage tanks. They have also proposed an hourly not-to-exceed fee for the design, bidding, and construction phase services for the three (3) storage tanks.

Staff Recommendation

Staff recommends to the City Council approving the proposed engineering services from SSR and the tank repair and recoating project with funding coming from the FY20 CapEx.

Background Information

Staff monitors the status of all five (5) of the drinking water storage tanks for service condition including cleanliness and coating status. There are three (3) tanks that need recoating (repainting). The Mill Street tank is a two (2) million-gallon steel elevated storage tank and was constructed in 1973, the Tiger Hill tank is a three (3) million-gallon steel ground storage tank and was constructed in 1983 and the Halls Hill tank is a three (3) million-gallon concrete ground storage tank and was constructed in 1972. The Mill Street and Tiger Hill tanks were last painted (recoated) in 2007. The last coating application on the Mill Street tank is experiencing a coating failure and there are several repairs and improvements that are needed at that location. The Tiger Hill tank needs recoating, however, its existing coating is in a condition that allows recoating over the existing paint. The Halls Hill tank was last recoated with concrete repairs in 2012, however it is experiencing spalling on the exterior and needs more extensive repair along with recoating. Staff has requested SSR to provide engineering services in conjunction with recoating these three (3) tanks due to the complexity of this project.

At the Mill Street tank there are several modifications and repairs that need are needed in addition to the recoating of the tank. The estimated cost of all work to the tank is \$1,600,000. The work includes:

- Extending the interior tube ladder to manway (safety issue)
- Removing manway and replacing with a door to the dry tube (safety issue)
- Adding anchor points to the roof of tank (safety issue)
- Conducting lead paint removal and abatement (safety issue)
- Moving drain to sewer line (current overflow goes to creek)

At the Tiger Hill tank there are a few repairs that need are needed in addition to the recoating of the tank. The estimated cost of all work to the tank is \$615,000. The work includes:

- Adding anchor points to the roof of tank (safety issue)
- Caulk foundation area (required due to wear and tear)

At the Halls Hill tank there are several repairs that need are needed. The estimated cost of all work to the tank is \$155,000. The work includes:

- Concrete repair (due to age and leakage)
- Caulk foundation area (required due to wear and tear)

The scope of SSR's engineering services will include preparation of specifications suitable for both bidding and construction of the recoating project as well as permitting with local and state agencies. Fees, as required for reviews and permits, will be billed as a direct pass through reimbursable at SSR's costs. SSR proposes to provide the design and bidding services described above for an hourly not-to-exceed fee of \$28,135.00. This fee ceiling will not be exceeded without prior written approval.

SSR proposes to provide Construction Administration and Resident Project Representative Services on the project. These services would include observation of the project, payment request review, response to contractor RFIs, review of shop drawings, and other construction phase related tasks as necessary. In addition, SSR will commission a NACE Certified Coatings Inspector to observe all Critical Phase work. SSR estimates the NACE Inspector will require 18 trips to the site for each tank at a rate of \$985.00 per trip. Inspection services will also be included in this fee and will be billed as a direct pass through reimbursable at our costs with a maximum not-to-exceed fee of \$53,190.00, or 54 trips. SSR estimates that construction will be fully complete in approximately 255 days from issued Notice to Proceed date with consideration to weekend and weather days. SSR proposes an hourly not-to-exceed fee of \$141,460.00 for Construction Administration and Resident Project Representative Services.

SSR proposes an hourly not-to-exceed fee of \$169,595.00 for the design, bidding, and construction phase services for the recoating of the Mill Street elevated and Tiger Hill ground storage tanks.

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 properly maintained storage tanks that provide safe and clean drinking water properly flowing to each customer.

Fiscal Impacts

The estimate for providing the design, bidding and construction phase services for repair and recoating the Mill Street, Tiger Hill and Halls Hill tanks is \$169,595.00. The estimate for the cost of all tank work is \$2,370,000.00. The total estimate for the entire project is \$2,539,595.00. Funding to come from the FY20 CapEx.

COUNCIL COMMUNICATION

Meeting Date: 5/16/2019

Item Title: Salem Elementary Intercom Speakers

Department: Murfreesboro City Schools

Presented by: Scott Campbell, Technology Supervisor *SC*

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 intercom speakers for Salem Elementary.

Staff Recommendation

Approve the purchase of intercom speakers for Salem Elementary from WrightCore, Inc. of Franklin, TN.

Background Information

City Schools will be opening the new Salem Elementary serving the southwestern area of Murfreesboro. Intercom speakers are needed for the new facility. These items are available for purchase for \$54,941 from WrightCore, Inc. under the National IPA (formerly TCPN) contract.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The use of the buying cooperative National IPA process is a cost-effective means of purchasing intercom speakers in a timely manner for the upcoming school opening.

Fiscal Impacts

Funding for this purchase is available through the County Shared Funds account.

Attachments

Wrightcore quote #004645 V1

WrightCore Inc.
725 Cool Springs Blvd Suite 420
Franklin, TN 37067
(615) 610-3410
<http://www.wrightcore.com/>



We have prepared a quote for you

Pinnacle Construction
QUOTE#300404574

PREPARED FOR
Murfreesboro City Schools

PREPARED BY
Matt Sauer



(615) 610-3410
msaier@wrightcore.com
<http://www.wrightcore.com/>

| Hardware | | Price | Qty | Ext. Price |
|------------------------------------|--|----------|-----|-----------------------|
| 598700 | VALCOM VIP-402A-IC IP SPEAKER, 1-WAY 2' X 2' LAY-IN CEILING INFORMACAST, WHITE | \$437.14 | 100 | \$43,714.00 |
| 911510 | VALCOM VIP-130AL-M-IC IP POE ONE-WAY HORN WHITE | \$437.14 | 5 | \$2,185.70 |
| National IPA TCPN Contract R161701 | | | | |
| | | | | Subtotal: \$45,899.70 |

| Software | | Price | Qty | Ext. Price |
|------------|--|------------|-----|----------------------|
| IPTA-IC50 | InformaCast Advanced Notification - Endpoint Licensing - 50 License Bundle | \$1,694.00 | 2 | \$3,388.00 |
| IPTA-M3Y-C | 3 Year Maintenance Subscription - Per End Point License - Tier C | \$16.28 | 100 | \$1,628.00 |
| Discount | Additional Discount | (\$375.00) | 1 | (\$375.00) |
| | | | | Subtotal: \$4,641.00 |

| Services | | Price | Qty | Ext. Price |
|----------------|---|------------|-----|----------------------|
| WC SERV EXTERN | Labor to install 100 IP Speakers and 5 IP Horns | \$4,400.00 | 1 | \$4,400.00 |
| | | | | Subtotal: \$4,400.00 |



(615) 610-3410
msaier@wrightcore.com
<http://www.wrightcore.com/>

Pinnacle Construction

Quote Information:

Quote #: 004645
Version: 1
Delivery Date: 03/22/2019
Expiration Date: 03/04/2019

Prepared for:

Murfreesboro City Schools
2552 S Church St
Murfreesboro, TN 37127
Scott Campbell
Scott.Campbell@cityschools.net
(615) 893-2313

Prepared by:

WrightCore Inc.
Matt Saier
615-610-3410
Fax 615-777-3212
msaier@wrightcore.com

| Quote Summary | | Affiliate |
|---------------|--|-------------|
| Hardware | | \$45,899.70 |
| Software | | \$4,641.00 |
| Services | | \$4,400.00 |
| Total | | \$54,940.70 |

Taxes, shipping, handling and other fees are ESTIMATES only. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date